SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Department of the Air Force (the "Air Force") (collectively the "United States") and Noble Supply & Logistics, LLC, successor to Noble Sales Co., Inc. ("Noble") (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. Effective December 1, 2013, the Air Force, through the 27th Special Operations Contracting Squadron ("SOCONS") at Cannon Air Force Base ("CAFB"), issued contract FA4855-14-D-0001 to Noble. This contract was extended and bridged multiple times before the second bridge contract expired on January 29, 2021. The original contract, extensions, and bridges will collectively be referred to as the "Contract." The Contract obligated Noble to provide all necessary labor, supervision, equipment, supplies and materials to support a Contractor Operated Civil Engineer Supply Store ("COCESS") located at CAFB in Cannon AFB, New Mexico. Pursuant to the Contract, Noble was obligated to secure certain items for SOCONS utilizing procedures set forth in a Statement of Work (the "SOW"). The procedures varied depending upon whether the item was available within the local area. For items available within a 50-mile radius from CAFB, price was determined based on the cost for the government to purchase the item from a local supplier ("Local Area Items"). For items not available within a 50-mile radius of CAFB, Noble was obligated to obtain competitive quotes from appropriate industry sources ("Competitive Quote Items").

B. The United States contends that it has certain civil claims against Noble arising from its COCESS operations throughout the lifespan of the Contract. In particular, the United States contends that Noble failed to adhere to the Contract and SOW requirements regarding the process by which Noble secured items for CAFB. With respect to Local Area Items, the United States contends that with respect to certain transactions, Noble failed to secure pricing consistent with what the government would have paid local area suppliers. Instead, Noble provided the government with inflated pricing for certain items, causing the government to overpay for items, in violation of the Contract and contrary to the False Claims Act, 31 U.S.C. § 3729. With respect to Competitive Quote Items, the United States contends that with respect to certain transactions, Noble provided the government with fabricated, altered, and fake quotes, and withheld the lowest competitive quotes, causing the government to overpay for items, in violation of the Contract and contrary to the False Claims Act, 31 U.S.C. § 3729. The government also contends that Noble charged the government extra for shipping when shipping was included in the quoted price of the product. The government further contends that Noble submitted false claims to the United States seeking reimbursement for transactions affected by the company's false quoting and pricing of items. Noble corporate personnel were apprised of, but failed to timely address, pricing and quoting issues at CAFB COCESS, acting in deliberate ignorance or reckless disregard of that information. That conduct is referred to below as the Covered Conduct.

C. Noble denies the United States' allegations in Paragraph B.

D. This Settlement Agreement is neither an admission of liability by Noble nor a concession by the United States that its claims are not well founded.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Noble shall pay to the United States $1,034,495.99 ("Settlement Amount"), and interest on the Settlement Amount at a rate of 5% per annum from February 12, 2025, of which $250,497.94 is restitution, in semi-annual installments (the "Settlement Payments"), as follows:

   a. $186,820.74 on July 1, 2025;

   b. $186,820.74 on January 1, 2026

   c. $186,820.74 on July 1, 2026

   d. $186,820.74 on January 1, 2027

   e. $186,820.74 on July 1, 2027

   f. $186,820.74 on January 1, 2028

   g. The Settlement Payments shall be paid via electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the District of New Mexico.

   h. The Settlement Payments may be prepaid, in whole or in part, without penalty or premium. In that event, Noble will contact the Office of the United States Attorney for the District of New Mexico to obtain the payoff balance.

2. Subject to the exceptions in Paragraph 3 (concerning reserved claims) and subject to Paragraph 8 (concerning default) and Paragraph 9 (concerning bankruptcy)

below, and conditioned upon the United States' receipt of the Settlement Amount, plus interest due under Paragraph 1, the United States releases Noble from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Contract Disputes Act, 41 U.S.C. §§ 7101-7109 or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

3. Notwithstanding the release given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);

b. Any criminal liability;

c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, or any administrative remedy, including the suspension and debarment rights of any federal agency;

d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

e. Any liability based upon obligations created by this Agreement;

f. Any liability of individuals;

g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;

h. Any liability for failure to deliver goods or services due;

i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

4. Noble waives and shall not assert any defenses Noble may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

5. Noble fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Noble has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

6. a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of Noble, and its present or former officers, directors, employees, shareholders, and agents in connection with:

(1) the matters covered by this Agreement;

(2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;

(3) Noble's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);

(4) the negotiation and performance of this Agreement;

(5) the payment Noble makes to the United States pursuant to this Agreement,

are unallowable costs for government contracting purposes (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by Noble, and Noble shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Agreement, Noble shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Noble or any of its subsidiaries or affiliates from the United States. Noble agrees that the United States, at a minimum, shall be entitled to recoup from Noble any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine Noble's books and records and to disagree with any calculations submitted by Noble or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Noble, or the effect of any such Unallowable Costs on the amount of such payments.

7. Noble agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement relating to the Covered Conduct. Upon reasonable notice, Noble shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Noble further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

8. a. In the event that Noble fails to pay the Settlement Payments as provided in Paragraph 1 above, Noble shall be in default of Noble's payment obligations ("Default"). The United States will provide a written Notice of Default, and Noble shall have an opportunity to cure such Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due under the payment schedule and paying any additional interest accruing under the Settlement Agreement up to the date of payment. Notice of Default will be delivered to corporate@noble.com or to such other representative as Noble shall designate in advance in writing. If Noble fails to cure the Default within seven (7) calendar days of receiving the Notice of Default and in the

absence of an agreement with the United States to a modified payment schedule ("Uncured Default"), the remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance).

b. In the event of Uncured Default, Noble agrees that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Agreement and bring any civil and/or administrative claim, action, or proceeding against Noble for the claims that would otherwise be covered by the releases provided in Paragraph 3 above, with any recovery reduced by the amount of any payments previously made by Noble to the United States under this Agreement; (ii) take any action to enforce this Agreement; (iii) offset the remaining unpaid balance from any amounts due and owing to Noble and/or affiliated companies by any department, agency, or agent of the United States at the time of Default or subsequently; and/or (iv) exercise any other right granted by law, or under the terms of this Agreement, or recognizable at common law or in equity. The United States shall be entitled to any other rights granted by law or in equity by reason of Default, including referral of this matter for private collection. In the event the United States pursues a collection action, Noble agrees immediately to pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States opts to rescind this Agreement pursuant to this paragraph, Noble waives and agrees not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that are (i) filed by the United States against Noble within 120 days of written notification that this Agreement has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on April 24, 2020. Noble agrees not to contest any offset, recoupment, and /or collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States.

9. In exchange for valuable consideration provided in this Agreement, Noble acknowledges the following:

a. Noble has reviewed its financial situation and warrants that it is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following payment to the United States of the Settlement Amount.

b. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Noble, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.

c. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.

d. The Parties do not intend to hinder, delay, or defraud any entity to which Noble was or became indebted to on or after the date of any transfer contemplated in this Agreement, within the meaning of 11 U.S.C. § 548(a)(1).

e. If any of Noble's payments or obligations under this Agreement are avoided for any reason (including but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code) or if, before the Settlement Amount is paid in full, Noble or a third party commences a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of Noble's debts, or to adjudicate Noble as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Noble or for all or any substantial part of Noble's assets:

(i) the United States may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Noble for the claims that would otherwise be covered by the releases provided in Paragraph 3 above;

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Noble in the amount of $3,481,737.91, less any payments received pursuant to Paragraph 1 of this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by a receiver, trustee, creditor, custodian, or similar official.

f. Noble agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 9.e is not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States' police and regulatory power. Noble shall not argue or otherwise contend that the United States' claim, action, or proceeding is subject to an automatic stay and, to the extent necessary, consents to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). Noble waives and shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States within 120 days of written notification to Noble that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on April 24, 2020.

10. This Agreement is intended to be for the benefit of the Parties only.

11. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

12. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

13. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the District of New Mexico. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

14. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

15. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

16. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

17. This Agreement is binding on Noble's successors, transferees, heirs, and assigns.

18. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

18. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 6/12/25

BY: ____________________
SEAN M. CUNNIFF
Assistant United States Attorney
District of New Mexico

NOBLE SUPPLY & LOGISTICS, LLC ,

DATED: 6/11/2025

BY: Gary J. Campbell
GARY J. CAMPBELL
Chief Legal Officer

DATED: 6/11/2025

BY: ____________________
MICHAEL A. SCHWARTZ, Esq. Troutman Pepper Locke LLP
Counsel for Noble Supply & Logistics, LLC