

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

NOBLE LOGISTICS, INC., *et al.*,

Debtors.¹

Chapter 11

Case No.: 14-10442 (CSS)

(Jointly Administered)

SCHEDULES OF ASSETS AND LIABILITIES FOR

Noble Logistics, Inc.

CASE NO. 14-10442

¹ The Debtors in these Chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are as follows: Noble Logistics, Inc. (4251); NLI Manager, Inc. (8282); Aspen Contracting SE, LLC (5776); Aspen Contracting NE, LLC (5896); Aspen Contracting Gulf Coast, LLC (6124); Aspen Contracting Midwest, LLC (6447); Aspen Contracting West, LLC (6563); Aspen Contracting California, LLC (6639); and Conifer Services CA, LLC (6675). The mailing address for the Debtors, solely for purposes of notices and communications, is 11335 Clay Road, Suite 100, Houston, Texas 77041.

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**GLOBAL NOTES, METHODOLOGY, AND SPECIFIC
DISCLOSURES REGARDING THE DEBTORS' SCHEDULES OF
ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

INTRODUCTION

Noble Logistics, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), with the assistance of their advisors, have filed their respective Schedules of Assets and Liabilities (the “Schedules”) and Statements of Financial Affairs (the “Statements”, and together with the Schedules the “Schedules and Statements”) with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), pursuant to section 521 of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 1007 of the Federal Rules of Bankruptcy Procedure and Rule 1007-1 of the Local Rules of Bankruptcy Procedure for the United States Bankruptcy Court for the District of Delaware (collectively, the “Bankruptcy Rules”).

These Global Notes, Methodology, and Specific Disclosures Regarding the Debtors’ Schedules of Assets and Liabilities and Statements of Financial Affairs (the “Global Notes”) pertain to, are incorporated by reference in, and comprise an integral part of all of each Debtor’s Schedules and Statements. The Global Notes should be referred to, considered, and reviewed in connection with any review of the Schedules and Statements.

The Schedules and Statements do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States (“GAAP”),

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nor are they intended to be fully reconciled with the financial statements of each Debtor. Additionally, the Schedules and Statements contain unaudited information that is subject to further review and potential adjustment, and reflect the Debtors' reasonable best efforts to report the assets and liabilities of each Debtor on an unconsolidated basis.

The Debtors and their agents, attorneys and financial advisors do not guarantee or warrant the accuracy or completeness of the data that is provided herein and shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts, errors or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the information contained herein. While every effort has been made to provide accurate and complete information herein, inadvertent errors or omissions may exist. The Debtors and their agents, attorneys and financial advisors expressly do not undertake any obligation to update, modify, revise or re-categorize the information provided herein, or to notify any third party should the information be updated, modified, revised or re-categorized. In no event shall the Debtors or their agents, attorneys and financial advisors be liable to any third party for any direct, indirect, incidental, consequential or special damages (including, but not limited to, damages arising from the disallowance of a potential claim against the Debtors or damages to business reputation, lost business or lost profits), whether foreseeable or not and however caused, even if the Debtors or their agents, attorneys and financial advisors are advised of the possibility of such damages.

Given, among other things, the uncertainty surrounding the valuation of certain assets and the valuation and nature of certain liabilities, to the extent that a Debtor shows more assets than liabilities, this is not an admission that such Debtor was solvent at the Petition Date or at any time prior to the Petition Date. Likewise, to the extent that a Debtor shows more liabilities than assets, it is not an admission that such Debtor was insolvent at the Petition Date or any time prior to the Petition Date.

Mr. John Hense, the Debtors' Chief Financial Officer, has signed each of the Schedules and Statements. Mr. Hense is an authorized signatory for each of the Debtors. In reviewing and signing the Schedules and Statements, Mr. Hense necessarily has relied upon the efforts, statements, and representations of various personnel employed by the Debtors and their advisors. Mr. Hense has not (and could not have) personally verified the accuracy of each statement and representation contained in the Schedules and Statements, including statements and representations concerning amounts owed to creditors, classification of such amounts, and creditor addresses.

GLOBAL NOTES AND OVERVIEW OF METHODOLOGY

1. **Reservation of Rights.** Reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements; however, inadvertent errors or omissions may exist. The Debtors reserve all rights to amend or supplement the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including, without limitation, the right to amend the Schedules and Statements with respect to any claim ("Claim") description, designation, or Debtor against which the Claim is asserted; dispute or otherwise assert offsets or defenses to any Claim reflected in the Schedules and Statements as to amount, liability, priority, status, or classification; subsequently designate any Claim as "disputed,"

“contingent,” or “unliquidated;” or object to the extent, validity, enforceability, priority, or avoidability of any Claim. Any failure to designate a Claim in the Schedules and Statements as “disputed,” “contingent,” or “unliquidated” does not constitute an admission by the Debtors that such Claim or amount is not “disputed,” “contingent,” or “unliquidated.” Listing a Claim does not constitute an admission of liability by the Debtor against which the Claim is listed or against any of the Debtors. Furthermore, nothing contained in the Schedules and Statements shall constitute a waiver of rights with respect to the Debtors’ chapter 11 cases, including, without limitation, issues involving Claims, substantive consolidation, defenses, equitable subordination, and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers. Any specific reservation of rights contained elsewhere in the Global Notes does not limit in any respect the general reservation of rights contained in this paragraph. Notwithstanding the foregoing, the Debtors shall not be required to update the Schedules and Statements.

2. **Description of Cases and “As Of” Information Date.** On February 28, 2014 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

On March 4, 2014, the Bankruptcy Court entered an order directing procedural consolidation and joint administration of the Debtors’ chapter 11 cases [Docket No. 26].

The asset information provided herein represents the asset data of the Debtors as of February 28, 2014 and the liability information provided herein, except as otherwise noted, represents the liability data of the Debtors as of February 28, 2014.

3. **Net Book Value of Assets.** It would be prohibitively expensive, unduly burdensome, and an inefficient use of estate resources for the Debtors to obtain current market valuations for all of their assets. Accordingly, unless otherwise indicated, the Debtors’ Schedules and Statements reflect net book values as of February 28, 2014. Additionally, because the book values of assets, including those such as patents, trademarks, and copyrights, may materially differ from their fair market values, they may be listed as undetermined amounts as of the Petition Date. Furthermore, values for assets that have been fully depreciated or were expensed for accounting purposes may not appear in these Schedules and Statements as they have no net book value.
4. **Recharacterization.** Notwithstanding the Debtors’ reasonable best efforts to properly characterize, classify, categorize, or designate certain Claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements, the Debtors may nevertheless have improperly characterized, classified, categorized, designated, or omitted certain items due to the complexity and size of the Debtors’ businesses. Accordingly, the Debtors reserve all of their rights to re-characterize, reclassify, recategorize, redesignate, add, or delete items reported in the Schedules and Statements at a later time as is necessary or appropriate as additional information becomes available, including, without limitation, whether contracts or leases listed herein were deemed executory or unexpired as of the Petition Date and remain executory and unexpired post-petition.

5. **Liabilities.** The Debtors have sought to allocate liabilities between the prepetition and post-petition periods based on the information and research conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between the prepetition and post-petition periods may change. Accordingly, the Debtors reserve all of their rights to amend, supplement, or otherwise modify the Schedules and Statements as is necessary or appropriate.

The liabilities listed on the Schedules do not reflect any analysis of Claims under section 503(b)(9) of the Bankruptcy Code. Accordingly, the Debtors reserve all of their rights to dispute or challenge the validity of any asserted Claims under section 503(b)(9) of the Bankruptcy Code or the characterization of the structure of any such transaction or any document or instrument related to any creditor's Claim.

6. **Excluded Assets and Liabilities.** The Debtors have excluded certain categories of assets, tax accruals, and liabilities from the Schedules and Statements, including, without limitation, goodwill, accrued salaries and employee benefit accruals. The Debtors also have excluded rejection damage Claims of counterparties to executory contracts and unexpired leases that may be rejected, to the extent such damage Claims exist or are anticipated to or may accrue at some time in the future. In addition, certain immaterial assets and liabilities may have been excluded.

The Bankruptcy Court has authorized the Debtors to pay, in their discretion, certain outstanding pre-Petition Date Claims post-petition. Prepetition liabilities that have been or may be paid post-petition under existing authorizations or any authorization that may be approved by the Bankruptcy Court after the date hereof may have been excluded from the Schedules and Statements.

7. **Insiders.** For purposes of the Schedules and Statements, the Debtors defined "insiders" pursuant to section 101(31) of the Bankruptcy Code as (a) directors, (b) officers, (c) persons in control of the Debtors, (d) affiliates, and (e) relatives of the Debtors' directors, officers or persons in control of the Debtors. Persons listed as "insiders" have been included for informational purposes only and by including them in the Schedules, shall not constitute an admission that those persons are insiders for purposes of section 101(31) of the Bankruptcy Code or otherwise under applicable law. Moreover, the Debtors do not take any position with respect to (a) any insider's or Person's influence over the control of the Debtors, (b) the management responsibilities or functions of any such insider, (c) the decision making or corporate authority of any such insider, or (d) whether the Debtors or any such insider could successfully argue that he or she is not an "insider" under applicable law or with respect to any theories of liability or for any other purpose.
8. **Intellectual Property Rights.** Exclusion or omission of certain intellectual property shall not be construed as an admission that such intellectual property rights do not exist, have been abandoned, terminated, assigned, expired by their terms, or otherwise transferred pursuant to a sale, acquisition, or other transaction. Conversely, inclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have not been

abandoned, terminated, assigned, expired by their terms, or otherwise transferred pursuant to a sale, acquisition, or other transaction.

In addition, although the Debtors have made diligent efforts to attribute intellectual property to the rightful Debtor entity, in certain instances, intellectual property owned by one Debtor may, in fact, be owned by another. Furthermore, the Debtors have made diligent efforts to discern whether any Debtor owns intellectual property outright or whether all or a portion of any intellectual property is licensed from a third party. Accordingly, the Debtors reserve all of their rights with respect to the legal status of any and all such intellectual property rights.

9. **Executory Contracts.** Although the Debtors made diligent attempts to identify contracts and leases as executory and unexpired within the scope of section 365 of the Bankruptcy Code and to attribute an executory contract to its rightful Debtor, in certain instances, the Debtors may have inadvertently failed to do so due to the complexity and size of the Debtors' businesses. Accordingly, the Debtors reserve all of their rights with respect to the inclusion or exclusion of executory contracts and unexpired leases, as well as the named parties to any and all executory contracts and unexpired leases, including the right to amend Schedule G.
10. **Classifications.** Listing a Claim on (a) Schedule D as "secured," (b) Schedule E as "priority," (c) Schedule F as "unsecured," or (d) listing a contract or lease on Schedule G as "executory" or "unexpired," does not constitute an admission by the Debtors of the legal rights of the claimant or a waiver of the Debtors' rights to re-characterize or reclassify such Claim or contract or lease or to setoff of such Claims.
11. **Claims Description.** Schedules D, E, and F permit each of the Debtors to designate a Claim as "disputed," "contingent," and "unliquidated." Any failure to designate a Claim on a given Debtor's Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by that Debtor that liability for and amount of such Claim is not "disputed," "contingent," or "unliquidated," or that such Claim is not subject to objection. The Debtors reserve all of their rights to dispute, or assert offsets or defenses to, any Claim reflected on their respective Schedules and Statements on any grounds, including liability, amount or classification. Additionally, the Debtors expressly reserve all of their rights to subsequently designate such Claims as "disputed," "contingent" or "unliquidated." Moreover, listing a Claim does not constitute an admission of liability by the Debtors. Finally, listing a Claim that has been or may be paid post-Petition Date does not negate the effect of the payment of such Claim, or entitle the holder of any such Claim to double payment on account of such Claim.
12. **Causes of Action.** Despite their reasonable efforts to identify all known assets, the Debtors may not have listed all of their causes of action or potential causes of action against third-parties as assets in the Schedules and Statements, including, without limitation, causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers. The Debtors reserve all of their rights with respect to any cause of action (including avoidance actions), controversy, right of setoff, cross claim, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege,

license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law (collectively, “Causes of Action”) they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any claims or Causes of Action or in any way prejudice or impair the assertion of such claims or Causes of Action, nor may the Schedules and Statements be used in any litigation in these or related to these chapter 11 cases.

13. Summary of Significant Reporting Policies. The following is a summary of significant reporting policies:

- a. Undetermined Amounts. The description of an amount or value as “unknown,” “TBD” or “undetermined” is not intended to reflect upon the materiality of such amount or value.
- b. Totals. All totals that are included in the Schedules and Statements represent totals of all known amounts. To the extent there are unknown or undetermined amounts, the actual total may be different than the listed total.
- c. Paid Claims. The Debtors were authorized (but not directed) to pay certain outstanding prepetition Claims pursuant to various orders entered by the Bankruptcy Court. Accordingly, certain outstanding liabilities may have been reduced or satisfied by post-petition payments made on account of prepetition liabilities. To the extent the Debtors pay any of the Claims listed in the Schedules and Statements pursuant to any orders entered by the Bankruptcy Court, the Debtors reserve all of their rights to amend or supplement the Schedules and Statements or take other action as is necessary or appropriate to avoid overpayment of or duplicate payments for any such liabilities.
- d. Liens. Property and equipment listed in the Schedules and Statements are presented without consideration of any liens that may attach (or have attached) to such property and equipment.

14. Currency. Unless otherwise indicated, all amounts are reflected in U.S. dollars.

15. Intercompany. Intercompany transfers between Debtors or Non-Debtor affiliates are captured on Statement question 3c.

16. Setoffs. The Debtors incur certain offsets and other similar rights during the ordinary course of business. Offsets in the ordinary course can result from various items, including, without

limitation, intercompany transactions, pricing discrepancies, returns, refunds, rebates, warranties, debit memos, contract allowances, credits, and other disputes between the Debtors and their suppliers or customers. These offsets and other similar rights are consistent with the ordinary course of business in the Debtors' industry and are not tracked separately. Therefore, although such offsets and other similar rights may have been accounted for when certain amounts were included in the Schedules, offsets are not independently accounted for, and as such, are or may be excluded from the Debtors' Schedules and Statements.

17. Employee Addresses. Employee addresses have been removed from entries listed on Schedules E, F and G and the Statements, where applicable.

18. Global Notes Control. In the event that the Schedules and Statements differ from the foregoing Global Notes, the Global Notes shall control.

SPECIFIC DISCLOSURES WITH RESPECT TO THE DEBTORS' SCHEDULES

Schedule B9. Additional information regarding the insurance policies listed on Schedule B9 is available in the *Motion of the Debtors for Entry of an Interim and Final Orders (I) Authorizing the Debtors to (A) Maintain Existing Insurance Policies and Pay All Obligations Arising Thereunder, (B) Maintain Financing of Insurance Premiums and Pay All Obligations in Connection Therewith, and (C) Renew, Revise, Extend, Supplement, Change, or Enter into New Insurance Policies and (II) Granting Certain Related Relief*, filed on February 28, 2014 [Docket No. 11].

Schedules B13 and B14. Ownership interests in subsidiaries, partnerships, and joint ventures have been listed in Schedules B13 in an unknown amount on account of the fact that the fair market value of such ownership is dependent on numerous variables and factors and may differ significantly from net book value.

Schedule B16. The Debtors' accounts receivables are listed in the aggregate to preserve the confidentiality of the Debtors' customers, which information is proprietary to the Debtors.

Schedule B21. In the ordinary course of their businesses, the Debtors may have accrued, or may subsequently accrue, certain rights to counter claims, cross-claims, setoffs, refunds with their customers and suppliers or potential warranty claims against their suppliers. Additionally, certain of the Debtors may be a party to pending litigation in which the Debtors have asserted, or may assert, claims or cross-claims as a plaintiff or counter claims as a defendant. Because such claims are unknown to the Debtors and not quantifiable as of the Petition Date, they are not listed on Schedule B21.

Schedule D. The Claims listed on Schedule D arose or were incurred on various dates; a determination of the date upon which each Claim arose or was incurred would be unduly burdensome and cost prohibitive. Accordingly, not all such dates are included for each Claim. All Claims listed on Schedule D, however, appear to have arisen or been incurred before the Petition Date.

Except as otherwise agreed pursuant to a stipulation or order entered by the Bankruptcy Court, the Debtors reserve their rights to dispute or challenge the validity, perfection, or immunity from avoidance of any lien purported to be granted or perfected in any specific asset of a secured creditor listed on Schedule D of any Debtor. Moreover, although the Debtors have scheduled Claims of various creditors as secured Claims, the Debtors reserve all of their rights to dispute or challenge the secured nature of any such creditor's Claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor's Claim. The descriptions provided in Schedule D are solely intended to be a summary-and not an admission-of liability.

Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent, and priority of liens. The secured debt is jointly and severally the responsibility of all Debtors, as such the full amount of the liability has been listed on each Debtor's Schedules and Statements. Nothing in the Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements. Except as specifically stated on Schedule D, real property lessors, utility companies, and other parties that may hold security deposits have not been listed on Schedule D. The Debtors reserve all of their rights to amend Schedule D to the extent that the Debtors determine that any Claims associated with such agreements should be reported on Schedule D. Nothing herein shall be construed as an admission by the Debtors of the legal rights of the claimant or a waiver of the Debtors' rights to re-characterize or reclassify such Claim or contract.

Schedule E. The Bankruptcy Court has authorized the Debtors, in their discretion, to pay certain liabilities that may be entitled to priority under the applicable provisions of the Bankruptcy Code. For example, on March 4, 2014, the Bankruptcy Court entered the *Interim Order Granting Motion Of Debtors For Entry Of Interim And Final Orders (I) Authorizing Them To Pay Certain Employee Obligations And Maintain And Continue Employee Benefits And Programs, (II) Authorizing Banks To Honor And Process Checks And Transfers Related To Such Obligations, And (III) Scheduling A Final Hearing On The Motion* [Docket No. 30], authorizing the Debtors to pay or honor certain prepetition obligations with respect to employee wages, salaries and other compensation, reimbursable employee expenses and similar benefits. To the extent such claims have been paid or may be paid pursuant to further Bankruptcy Court orders, they may not be included on Schedule E.

Schedule E contains information regarding pending litigation involving the Debtors. The dollar amount of potential Claims associated with any such pending litigation is listed as "undetermined" and marked as contingent, unliquidated, and disputed in the Schedules and Statements.

Schedule F. The Debtors have used best efforts to report all general unsecured Claims against the Debtors on Schedule F based upon the Debtors' existing books and records as of the Petition Date. The Claims of individual creditors for, among other things, products, goods, or services are listed as either the lower of the amounts invoiced by such creditor or the amounts entered on the Debtors' books and records and may not reflect credits or allowances due from such creditors to the applicable Debtor. The Debtors reserve all of their rights with respect to any such credits and allowances including the right to assert objections and/or setoffs with respect to same. Schedule F does not include certain deferred charges, deferred liabilities, accruals, or general

reserves. Such amounts are, however, reflected on the Debtors' books and records as required in accordance with GAAP. Such accruals are general estimates of liabilities and do not represent specific Claims as of the Petition Date. The Debtors have made every effort to include as contingent, unliquidated, or disputed the Claim of any vendor not included on the Debtors' open accounts payable that is associated with an account that has an accrual or receipt not invoiced.

The Claims listed in Schedule F arose or were incurred on various dates. In certain instances, the date on which a Claim arose is an open issue of fact. Determining the date upon which each Claim in Schedule F was incurred or arose would be unduly burdensome and cost prohibitive and, therefore, the Debtors do not list a date for each Claim listed on Schedule F. Furthermore, claims listed on Schedule F have been aggregated by creditor and may include several dates of inurrence for the aggregate balance listed.

Schedule F contains information regarding pending litigation involving the Debtors. The dollar amount of potential Claims associated with any such pending litigation is listed as "undetermined" and marked as contingent, unliquidated, and disputed in the Schedules and Statements. Some of the litigation Claims listed on Schedule F may be subject to subordination pursuant to section 510 of the Bankruptcy Code.

Schedule F reflects the prepetition amounts owing to counterparties to executory contracts and unexpired leases. Such prepetition amounts, however, may be paid in connection with the assumption or assumption and assignment of an executory contract or unexpired lease. Additionally, Schedule F does not include potential rejection damage Claims, if any, of the counterparties to executory contracts and unexpired leases that may be rejected.

Schedule G. Although the Debtors' existing books, records, and financial systems have been relied upon to identify and schedule executory contracts at each of the Debtors and diligent efforts have been made to ensure the accuracy of each Debtor's Schedule G, inadvertent errors, omissions, or over inclusions may have occurred. Certain information, such as the contact information of the counterparty, may not be included where such information could not be obtained using the Debtors' reasonable efforts. Listing a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is an executory contract or unexpired lease or that such contract or agreement was in effect on the Petition Date or is valid or enforceable. The Debtors hereby reserve all of their rights to dispute the validity, status, or enforceability of any contract, agreement, or lease set forth on Schedule G and to amend or supplement Schedule G as necessary. Certain of the leases and contracts listed on Schedule G may contain certain renewal options, guarantees of payment, indemnifications, options to purchase, rights of first refusal, and other miscellaneous rights. Such rights, powers, duties, and obligations are not set forth separately on Schedule G.

Certain confidentiality and non-disclosure agreements may not be listed on Schedule G notwithstanding that any such agreement may be executory. The Debtors reserve all of their rights with respect to such agreements.

Certain of the contracts and agreements listed on Schedule G may consist of several parts, including, purchase orders, amendments, restatements, waivers, letters, and other documents that may not be listed on Schedule G or that may be listed as a single entry. The Debtors expressly

reserve their rights to challenge whether such related materials constitute an executory contract, a single contract or agreement or, multiple, severable, or separate contracts.

The contracts, agreements, and leases listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, memoranda, and other documents, instruments, and agreements that may not be listed therein despite the Debtors' use of reasonable efforts to identify such documents. Further, unless otherwise specified on Schedule G, each executory contract or unexpired lease listed therein shall be deemed to include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without respect to whether such agreement, instrument, or other document is listed therein. In some cases, the same supplier or provider appears multiple times on Schedule G. This multiple listing is intended to reflect distinct agreements between the applicable Debtor and such counterparty.

The Debtors reserve all of their rights, claims, and Causes of Action with respect to the contracts and leases on Schedule G, including the right to dispute or challenge the characterization of the structure of any transaction or any document or instrument related to a creditor's Claim.

In addition, the Debtors may have entered into various other types of agreements in the ordinary course of their businesses, such as subordination, nondisturbance, and attornment agreements, supplemental agreements, settlement agreements, amendments/letter agreements, title agreements and confidentiality agreements. Such documents may not be set forth on Schedule G. Further, the Debtors reserve all of their rights to alter or amend these Schedules to the extent that additional information regarding the Debtor obligor to such executory contracts becomes available. Certain of the executory agreements may not have been memorialized and could be subject to dispute, including the defense of the statute of frauds. Executory agreements that are oral in nature have not been included on Schedule G.

Omission of a contract or agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease. The Debtors' rights under the Bankruptcy Code with respect to any such omitted contract or agreement is not impaired by the omission.

The listing of any contract on Schedule G does not constitute an admission by the Debtors as to the validity or enforceability of any such contract or that such contract is an executory contract or unexpired lease. The Debtors reserve all of their rights to dispute the effectiveness of any contract or lease listed on Schedule G or to amend Schedule G at any time to remove any contract.

Schedule H. For purposes of Schedule H, the Debtors that are either the principal obligors or guarantors under the prepetition secured credit facilities are listed as Co-Debtors on Schedule H. The Debtors may not have identified certain guarantees associated with the Debtors' executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements. The Debtors reserve all of their rights to amend Schedule H to the extent or in the event that

additional guarantees are identified or such guarantees are discovered to have expired or be unenforceable.

Although there may be multiple lenders under the Debtors' prepetition secured credit facilities, only the administrative agents have been listed for purposes of Schedule H.

In the ordinary course of their businesses, the Debtors may be involved in pending or threatened litigation. These matters may involve multiple plaintiffs and defendants, some or all of whom may assert cross-Claims and counter-Claims against other parties. Because all such Claims are contingent, disputed, or unliquidated, such Claims have not been set forth individually on Schedule H. Litigation matters can be found on each Debtor's Schedule F and Statement 4a, as applicable.

SPECIFIC DISCLOSURES WITH RESPECT TO THE DEBTORS' STATEMENTS

Statement 3c. Statement 3c accounts for a respective Debtor's intercompany transfers, as well as other transfers to insiders, as applicable. With respect to individuals, the amounts listed reflect the universe of payments and transfers to such individuals including compensation, bonus (if any), expense reimbursement, relocation reimbursement and/or severance.

Statement 9. Payments listed in Noble Logistics, Inc.'s response were made on behalf of each of the filing Debtors.

Statement 14. The Debtors regularly transport customers' goods in the ordinary course of business.

Statement 19d. The Debtors have provided financial statements in the ordinary course of their businesses to numerous financial institutions, customers, contract counterparties, and other parties within two years immediately before the Petition Date. Considering the number of such recipients and the possibility that such information may have been shared with parties without the Debtors' knowledge or consent, the Debtors have not disclosed any parties that may have received such financial statements for the purposes of Statement 19d.

B 6 Summary (Official Form 6 - Summary) (12/13)

United States Bankruptcy Court
District of Delaware

In re **Noble Logistics, Inc.**,
 Debtor

Case No. **14-10442**Chapter **11**

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	0.00		
B - Personal Property	Yes	7	6,580,087.27		
C - Property Claimed as Exempt	No	0			
D - Creditors Holding Secured Claims	Yes	2		21,011,508.80	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	2		404,685.74	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	3		1,132,168.39	
G - Executory Contracts and Unexpired Leases	Yes	4			
H - Codebtors	Yes	2			
I - Current Income of Individual Debtor(s)	No	0			N/A
J - Current Expenditures of Individual Debtor(s)	No	0			N/A
Total Number of Sheets of ALL Schedules		21			
Total Assets			6,580,087.27		
Total Liabilities				22,548,362.93	

B6A (Official Form 6A) (12/07)

In re **Noble Logistics, Inc.**Case No. **14-10442**

Debtor

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
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None

Sub-Total >	0.00	(Total of this page)
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Total >	0.00
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(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

In re **Noble Logistics, Inc.**Case No. **14-10442**

Debtor

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		COD Account **1751 Bank of America 700 Louisiana Street, 8th Floor Houston, TX 77002	-	0.00
		Depository Account **3715 Bank of America 700 Louisiana Street, 8th Floor Houston, TX 77002	-	0.00
		Account **4002 Bank of America 700 Louisiana Street, 8th Floor Houston, TX 77002	-	144,363.40
		Account **7579 Bank of America 700 Louisiana Street, 8th Floor Houston, TX 77002	-	1,631.11
		Account **3700 Chase Bank PO Box 659754 San Antonio, TX 78265-9754	-	834.48
		Account **7382 Wells Fargo Bank PO Box 266000 Dallas, TX 75326	-	32,273.83
3. Security deposits with public utilities, telephone companies, landlords, and others.		See Schedule B3 Attachment	-	116,246.88
4. Household goods and furnishings, including audio, video, and computer equipment.	X			

Sub-Total > **295,349.70**
(Total of this page)

B6B (Official Form 6B) (12/07) - Cont.

In re **Noble Logistics, Inc.**Case No. **14-10442**

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		See Schedule B13 Attachment	-	Unknown
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.		Gross Receivables	-	5,762,861.47
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			

Sub-Total > **5,762,861.47**
(Total of this page)

B6B (Official Form 6B) (12/07) - Cont.

In re **Noble Logistics, Inc.**Case No. **14-10442**

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.		Frazer Transport, Inc., PO Box 7657, Spring, TX 77387	-	Unknown
		Sale agreement for Energy business - \$5,000 owed for each month from January through December 2014 where business revenue exceeds \$750,000		
22. Patents, copyrights, and other intellectual property. Give particulars.		Service Mark filed July 29, 2003	-	Unknown
23. Licenses, franchises, and other general intangibles. Give particulars.		MC-762144-B Broker License	-	Unknown
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		Computers & related office equipment	-	61,965.23
		Furniture & Fixtures	-	81,562.05

Sub-Total > **143,527.28**
(Total of this page)

B6B (Official Form 6B) (12/07) - Cont.

In re **Noble Logistics, Inc.**Case No. **14-10442**

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		Software	-	12,274.81
29. Machinery, fixtures, equipment, and supplies used in business.		Trailers	-	0.00
		Scanners	-	210,149.14
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.		See Schedule B35 Attachment	-	155,924.87

Sub-Total > **378,348.82**
(Total of this page)
Total > **6,580,087.27**

Sheet **3** of **3** continuation sheets attached
to the Schedule of Personal Property

(Report also on Summary of Schedules)

Case No. 14-10442
Schedule B3 - Security deposits

Description and Location of Property	Current Value of Debtor's Interest in Property, Without Deducting Any Secured Claim or Exemption
Houston Clay Road - rent deposit - GK Fund II Clay Crossing	\$50,000.00
Houston Greens Road - rent deposit - Liza Toombs	\$18,984.50
San Antonio - rent deposit - Atlas San Antonio	\$2,120.00
Dallas - rent deposit - Beltline I-35 Partners LP	\$9,585.55
Abilene - rent deposit - Scott Family Enterprises	\$1,000.00
Tyler - rent deposit - DMAC Investments	\$5,630.00
Tyler - rent deposit - Darrell B. Nunn	\$1,000.00
Garden Grove - rent deposit - CWCA Garden Grove 51, LLC	\$1,195.83
Denver - rent deposit - 5867 Broadway LLC	\$4,500.00
Baton Rouge - rent deposit - Barogon Properties, LLC	\$6,500.00
Baton Rouge - rent deposit - Colgan Building, LLC	\$3,275.00
Albuquerque - rent deposit - Carlisle Executive Offices	\$695.00
McAllen - rent deposit - Mid Cities Business Park	\$2,650.00
Stream Energy - utility deposit - Houston Clay Road	\$6,700.00
Entergy - utility deposit - Baton Rouge	\$641.00
So Cal Edison - utility deposit - Garden Grove	\$575.00
City of Houston - Water Customer Service - utility deposit	\$200.00
Pacific Financial Association, Inc. - Property Broker's Trust Fund Agreement	\$995.00
	\$116,246.88

Case No. 14-10442

Schedule B13 - Stock and interests in incorporated and unincorporated businesses

Description and Location of Property	Current Value of Debtor's Interest in Property, Without Deducting Any Secured Claim or Exemption
Aspen Contracting SE, LLC - 99% interest	Unknown
Aspen Contracting NE, LLC - 99% interest	Unknown
Aspen Contracting Gulf Coast, LLC - 99% interest	Unknown
Aspen Contracting Midwest, LLC - 99% interest	Unknown
Aspen Contracting West, LLC - 99% interest	Unknown
Aspen Contracting California, LLC - 99% interest	Unknown
Conifer Services CA, LLC - 99% interest	Unknown

Case No. 14-10442

Schedule B35 - Other personal property of any kind not already listed

Description and Location of Property	Current Value of Debtor's Interest in Property, Without Deducting Any Secured Claim or Exemption
Bankruptcy legal retainer - DLA Piper LLP (US)	\$50,000.00
Scanner Maintenance 9/13 - 1/15	\$30,171.29
Corporate Insurance Policy 12/13 - 11/14	\$27,231.46
Salesforce.com license 11/13 - 10/14	\$6,485.55
PFC Loan Amendment Fees thru 5/14	\$4,270.83
Registered Agent fees 8/13 - 7/14	\$2,612.50
Employee payroll advance thru 9/14	\$2,041.67
CSA software license fee - 3/14	\$1,800.00
Postage machine rental 3/14 - 5/14	\$370.20
Remote Access - GoTo Assist 7/13 - 6/14	\$154.00
5390 Greens Road 1st month rent - 3/14	\$18,984.50
Tyler 1st month rent - 3/14	\$5,630.00
60 Fuel Cards	\$6,040.00
Baton Rouge alarm 2/14 - 4/14	\$94.99
McAllen alarm 11/13 - 4/14	\$37.89
	\$155,924.87

B6D (Official Form 6D) (12/07)

In re **Noble Logistics, Inc.**Case No. **14-10442**

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D W I F E J O I N T C O M M U N I T Y	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No.								
See Schedule D Attachment								
			Value \$ Unknown				21,011,508.80	Unknown
Account No.								
			Value \$					
Account No.								
			Value \$					
Account No.								
			Value \$					

0 continuation sheets attached

Subtotal
(Total of this page)

21,011,508.80

0.00

Total
(Report on Summary of Schedules)

21,011,508.80

0.00

Noble Logistics, Inc.

Case No. 14-10442

Schedule D - Creditors Holding Secured Claims

Creditor Name	Address1	Address2	City	State	Zip	CoDebtor	Date Claim was Incurred, Nature of Lien, and Description and Value of Property Subject to Lien	Contingent	Unliquidated	Disputed	Amount of Claim without Deducting Value of Collateral	Unsecured Portion, if any
Gladstone Investment Corporation	1521 Westbranch Dr.	Suite 200	McLean	VA	22102	all debtors	Borrower on secured Revolver due Dec 31, 2014				\$800,000.00	unknown
Gladstone Investment Corporation	1522 Westbranch Dr.	Suite 201	McLean	VA	22103	all debtors	Borrower on secured Term Loan A due Jan 31, 2015				\$7,227,057.50	unknown
Gladstone Investment Corporation	1523 Westbranch Dr.	Suite 202	McLean	VA	22104	all debtors	borrower on secured Term Loan B due Jan 31, 2016				\$3,650,000.00	unknown
Gladstone Investment Corporation	1524 Westbranch Dr.	Suite 203	McLean	VA	22105	all debtors	Borrower on secured Term Loan C due Jan 31, 2017				\$3,650,000.00	unknown
Gladstone Investment Corporation	1525 Westbranch Dr.	Suite 204	McLean	VA	22106	all debtors	Outstanding amendment fee				\$113,270.58	unknown
Gladstone Investment Corporation	1526 Westbranch Dr.	Suite 205	McLean	VA	22107	all debtors	Outstanding interest due on Term A, B & C Loans due upon sale of the business	x			\$1,906,676.30	unknown
Presidential Financial Corporation	3460 Preston Ridge Road	Suite 550	Alpharetta	GA	30005		Revolving line of credit with first lien on Accounts Receivable				\$3,444,303.44	unknown
Varilease Finance, Inc.	6340 South 3000 East	Suite 400	Salt Lake City	UT	84121		Lessor of bar code scanning equipment - 36 month lease				\$181,420.87	unknown
Bank of the West	475 Sansome St	19th Floor	San Francisco	CA	94111		Lessor of a fork lift in Houston - 60 month lease				\$38,780.11	unknown
											\$21,011,508.80	

In re **Noble Logistics, Inc.**Case No. **14-10442**

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)☐ **Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$12,475* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$6,150* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to \$2,775* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☒ **Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to maintain the capital of an insured depository institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ **Claims for death or personal injury while debtor was intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B6E (Official Form 6E) (4/13) - Cont.

In re **Noble Logistics, Inc.**Case No. **14-10442**

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

(Continuation Sheet)

**Taxes and Certain Other Debts
Owed to Governmental Units**

TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B O R	H W J C	Husband, Wife, Joint, or Community DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
								AMOUNT ENTITLED TO PRIORITY
Account No.								
New Hampshire Employment Security Lon E. Siel, Counsel 32 South Main Street Concord, NH 03301-4857		-		X	X	X	50,821.12	Unknown
Account No. CRS 03-094937-00-8								
New Mexico Taxation & Revenue Departmet Protest Office Attn Sylvia Sena 1100 South St. Francis Drive Ste 1100 Santa Fe, NM 87504		-		X	X	X	353,864.62	Unknown
Account No.								
Account No.								
Account No.								
Subtotal								0.00
(Total of this page)							404,685.74	0.00
Total								0.00
(Report on Summary of Schedules)							404,685.74	0.00

Sheet **1** of **1** continuation sheets attached to
Schedule of Creditors Holding Unsecured Priority Claims

B6F (Official Form 6F) (12/07)

In re **Noble Logistics, Inc.**Case No. **14-10442**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No.						
See Schedule F Attachment		-				1,132,168.39
Account No.						
Account No.						
Account No.						
Subtotal (Total of this page)						1,132,168.39
Total (Report on Summary of Schedules)						1,132,168.39

0 continuation sheets attached

In re Noble Logistics, Inc.

Case No. 14-10442

Schedule F - Creditors Holding Unsecured Nonpriority Claims

Creditor Name	Address1	Address2	Address3	City	State	Zip	Country	Co/Debtor	Date Claim was Incurred and Consideration for Claim. If Claim is Subject to Setoff, so State.	Contingent	Unliquidated	Disputed	Amount of Claim
A Bar Code Business, Inc	P.O. Box 1270			Lady Lake	FL	32158			Trade Claim				\$333.35
Addicks Fire & Safety, Inc.	1800 Sherwood Forest Suite B-1			Houston	TX	77043			Trade Claim				\$48.71
Admiral Linen & Uniform	2030 KIPLING			HOUSTON	TX	77098			Trade Claim				\$74.75
Alliance Health & Safety Service	P.O. BOX 3210			FARMINGDALE	NY	11735-0675			Trade Claim				\$11,480.00
Atlas San Antonio 2 LP	P.O. Box 650850	Dept 1003		Dallas	TX	75265-0850			Trade Claim				\$9,764.02
Avis Rent a Car System, Inc.	7876 Collections Center Drive			Chicago	IL	60693			Trade Claim				\$883.65
Bahri and Zouaoui v. Noble Logistics, Aspen Contracting, PharMerica, Hatim Aboabboud and Natasha Kazlowski	Attn: Garry M. Tetelman	Law Office of Garry M. Tetelman	15 W. Carillo Street, Suite 101	Santa Barbara	CA	93101		X	Litigation filed in the Superior Court of the State of California for the County of Santa Barbara-Anacapa Division. Case# 1417981	X	X	X	Undetermined
Bean, Kinney & Korman	2300 Wilson Boulevard	Suite 700		Arlington	VA	22201			Trade Claim				\$8,180.00
Business Cards Tomorrow	2001 S. Navajo Street			Denver	CO	80223			Trade Claim				\$201.66
Carr, Riggs & Ingram LLC	PO BOX 974715			Dallas	TX	75397-4715			Trade Claim				\$36,500.00
CE-DFW Warehouse Solutions	PO Box 2060			Hurst	TX	76053			Trade Claim				\$1,973.72
Cintas	FAS Lockbox 636525	P.O. Box 636525		Cincinnati	OH	45263-6525			Trade Claim				\$92.76
Clarendon	2275 Research Blvd, Ste 500			North Potomac	MD	20850			Trade Claim				\$18,000.00
Comfort Suites	11440 Clay Road			Houston	TX	77041			Trade Claim				\$257.40
Craigslist	Accounts Receivable	P.O. Box 438		San Francisco	CA	94104-0438			Trade Claim				\$3,650.00
Dell Marketing	PO Box 676021	c/o Dell USA L.P.		Dallas	TX	75267-6021			Trade Claim				\$1,960.82
Dicapo, Stephanie	P O Box 884			Brusly	LA	70719			Trade Claim				\$400.00
Dickstein Shapiro	1825 Eye Street NW			Washington	DC	20006-5403			Trade Claim				\$216,548.02
DuluthCare, LLC	4504 Grand Ave			Duluth	MN	55807			Trade Claim				\$170.00
Easy Janitorial Service	4706 Petersburg Dr.			Rowlett	TX	75088			Trade Claim				\$976.58
Employment Weekly	2512 Metropolitan Drive			Trevoise	PA	19053			Trade Claim				\$360.00
Federal Wage & Labor Law Institute, LTD	7001 W 43rd Street			Houston	TX	77092			Trade Claim				\$317.56
FedEx	P.O. Box 660481			Dallas	TX	75266-0481			Trade Claim				\$2,324.53
GK Fund	P.O. Box 29048	MSC 260		Phoenix	AZ	85038			Trade Claim				\$18,520.02
Greensheet	PO Box 2025			Houston	TX	77252-2025			Trade Claim				\$1,512.00
Insurance Information Exchange	General Post Office	PO Box 27828		New York	NY	10087-7828			Trade Claim				\$915.62
Kentwood Springs	PO Box 660579			Dallas	TX	75266-0579			Trade Claim				\$67.64
Liberty Office Products	PO Box 630729			Houston	TX	77263-0729			Trade Claim				\$305.67
Marshfield Labs	1000 North Oak Avenue			Marshfield	WI	54449-5795			Trade Claim				\$22.00
McLane, Graf, Raulerson & Middleton PA	P.O. Box 326			Manchester	NH	03105-0326			Trade Claim				\$2,410.45
National Cleaning Association LLC	17595 Harvard C170			Irvine	CA	92614			Trade Claim				\$215.00
New Mexico GRT	PO Box 25128			Santa Fe	NM	87504-5128			Trade Claim				\$2,261.36
Niagara Distributing	17842 Cowan			Irvine	CA	92614-6010			Trade Claim				\$24.08
Occupational Health Care - Concentra	PO Box 9005			Addison	TX	75001-9005			Trade Claim				\$37.50
Office Depot	P.O. Box 689020			Des Moines	IA	50368-9020			Trade Claim				\$77.91
Ozarka Direct	PO Box 856680			Louisville	KY	40285-6680			Trade Claim				\$33.55
Pine Creek Partners LLC	1025 Thomas Jefferson Street, NW	Suite 308 East		Washington	DC	20007			Trade Claim				\$729,219.53
Pitney Bowes	PO BOX 371874			Pittsburgh	PA	15250-7874			Trade Claim				\$1,000.00
RICHARD MAXIMO, on behalf of himself and all other similarly situated, vs.ASPEN CONTRACTING CALIFORNIA, LLC, a Delaware Limited Liability Company dba NOBLE LOGISTICS, INC.	Attn: Joseph Antonelli	Law Office of Joseph Antonelli	14758 Pipeline Avenue, Suite E, 2nd Floor	Chino Hills	CA	91709		X	Litigation filed in the Superior Court of California County of San Bernardino Rancho Cucamonga District Case#: CIVRS 1301135	X	X	X	Undetermined
Ryzex, Inc	8458 Solutions Center			Chicago	IL	60677-8002			Trade Claim				\$4,604.50
Shred-All Texas	16005 Malibu West			Willis	TX	77318			Trade Claim				\$159.30
Staples	Dept DAL	PO Box 83689		Chicago	IL	60696-3689			Trade Claim				\$813.80

In re Note Logistics, Inc.

Case No. 14-10442

Schedule F - Creditors Holding Unsecured Nonpriority Claims

Creditor Name	Address1	Address2	Address3	City	State	Zip	Country	Co/Debtor	Date Claim was Incurred and Consideration for Claim. If Claim is Subject to Setoff, so State.	Contingent	Unliquidated	Disputed	Amount of Claim
Sterling InfoSystems, Inc.	PO BOX 35626			Newark	NJ	07193-5626			Trade Claim				\$1,716.90
Sunbelt Industrial Trucks	1617 Terre Colony Court			Dallas	TX	75212			Trade Claim				\$269.67
Tape Products Co.	PO Box 644917			Pittsburgh	PA	15264-4917			Trade Claim				\$358.52
Texas Margin Tax	Comptroller of Public Accounts	PO Box 149348		Austin	TX	78714-9348			Trade Claim				\$36,000.00
TigerDirect, Inc.	PO Box 935313			Atlanta	GA	31193-5313			Trade Claim				\$2,297.47
TNH Technology	6206 Alameda Point Lane			Houston	TX	77041			Trade Claim				\$1,800.00
Toyota Financial Services	Commercial Finance	Dept 2431		Carol Stream	IL	60132-2431			Trade Claim				\$137.93
Toyota Lift Of Houston	P.O. BOX 6728528			Dallas	TX	75267-8528			Trade Claim				\$900.00
ULINE	Attn: Accounts Payable	PO BOX 88741		Chicago	IL	60680-1741			Trade Claim				\$1,782.26
West Virginia sales tax	State Tax Department	PO Box 2745		Charleston	WV	25330-2745			Trade Claim				\$6,326.60
Xerox Corp - 2555	P.O. Box 802555			Chicago	IL	60680-2555			Trade Claim				\$3,791.58
Zee Medical	PO Box 781553			Indianapolis	IN	46278-8553			Trade Claim				\$90.00
												TOTAL:	\$1,132,168.39

B6G (Official Form 6G) (12/07)

In re **Noble Logistics, Inc.**Case No. **14-10442**

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code,
of Other Parties to Lease or Contract

Description of Contract or Lease and Nature of Debtor's Interest.
State whether lease is for nonresidential real property.
State contract number of any government contract.

See Schedule G Attachment

In re Noble Logistics, Inc.

Case No. 14-10442

Schedule G - Executory Contracts and Unexpired Leases

Creditor Name	Address1	Address2	City	State	Zip	Description of Contract or Lease and Nature of Debtor's Interest. State Whether Lease is for Nonresidential Real Property. State Contract Number of Any Government Contract.
5867 Broadway LLC	8400 E Prentice Ave, Suite 910		Greenwood Village	CO	80111	Lease - Real Property
ADMIRAL LINEN & UNIFORM	2030 KIPLING		HOUSTON	TX	77098	Service Agreement
Allen, Staford	1914 Woodland Hills Dr		Missouri City	TX	77489	Employment Agreement
ALLIANCE HEALTH & SAFETY SERVICE	P.O.BOX 3210		FARMINGDALE	NY	11735-0675	Service Agreement
Allied Waste Services - Dallas	PO BOX 78829		Phoenix	AZ	85062-8829	Garbage service contract
Allied Waste Services - Denver	PO Box 78829		Phoenix	AZ	85062-8829	Garbage service contract
Allied Waste Services - San Antonio	PO BOX 78829		Phoenix	AZ	85062-8829	Garbage service contract
Alumbaugh, Michael	50591 Elmwood Court		Plymouth	MI	48170	Employment Agreement
Assurant	PO Box 807009		Kansas City	MO	64184-7009	Service Agreement
AT&T - Abilene	PO BOX 105414		Atlanta	GA	30348-5414	Service Agreement
AT&T - BA & SAC	PO BOX 5025		Carol Stream	IL	60197-5025	Service Agreement
AT&T - Baton Rouge	P.O. BOX 105262		Atlanta	GA	30348-5262	Service Agreement
AT&T - Denver	PO BOX 5019		Carol Stream	IL	60197-5019	Service Agreement
AT&T - Fresno	PO BOX 5025		Carol Stream	IL	60197-5025	Service Agreement
AT&T - STL (U-verse)	PO Box 5014		Carol Stream	IL	60197-5001	Service Agreement
AT&T - Tyler	P.O. BOX 105414		Atlanta	GA	30348-5414	Service Agreement
AT&T - U-Verse Abilene	PO Box 5014		Carol Stream	IL	60197-5014	Service Agreement
AT&T - U-Verse Baton Rouge	PO Box 5014		Carol Stream	IL	60197-5014	Service Agreement
AT&T - U-Verse Tyler	PO Box 5014		Carol Stream	IL	60197-5014	Service Agreement
AT&T MOBILITY	P.O. BOX 6463		CAROL STREAM	IL	60197-6463	Service Agreement
AT&T Mobility	P.O. BOX 6463		CAROL STREAM	IL	60197-6463	Service Agreement
Barogon Properties, L.L.C.	P.O. Box 14151		Baton Rouge	LA	70898	Lease - Real Property
Barton, Richard B	9507 Laurel Creek Court		Houston	TX	77040	Employment Agreement
Basham, Kathleen B	30051 N Fulshear Drive		Fulshear	TX	77441	Employment Agreement
Bautista, Norman	5146 Summit Lodge Dr		Katy	TX	77449	Employment Agreement
Beltline I-35 Partners LP - Dallas	c/o Bradford Companies	9400 N. Central Freeway, Ste. 500	Dallas	TX	75231-5037	Lease - Real Property
BlueCross	1800 West Loop South, Suite 600	\$0.00	Houston	TX	77027	Service Agreement
Boatright, Georgia	304 Reed St		Frankston	TX	75763	Employment Agreement
Brinton, Thomas D	257 Greenbank Road		Fredericksburg	VA	22406	Employment Agreement
Brown III, Benjamin	142 Larose Drive		Valley	PA	19320	Employment Agreement
Brunner, Christoph	914 Pawstand Rd		Celebration	FL	34747	Employment Agreement
Campa, Efrain	1707 Roxella		Houston	TX	77093	Employment Agreement
Cantello, Cory G	1005 Hackberry St	Apt B	San Marcos	TX	78666	Employment Agreement
Catt, Lisa	4906 Fountainhead Dr		Houston	TX	77066	Employment Agreement
CenturyLink - Albq.	P O Box 29040	\$0.00	Phoenix	AZ	85038-9040	Service Agreement
Charlie Martin	1754 Heavens Peak		San Antonio	TX	78258	Service Agreement
Chavez, Jonathan	12040 W Alabama Pl		Lakewood	CO	80228	Employment Agreement
Chuck Schubert & Associates	17197 N. Laurel Park Dr, Ste. 114	\$0.00	Livonia	MI	48152	Software Agreement
Coffey, Thomas J	2419 Clover Lane		Havertown	PA	19083	Employment Agreement
Coley, Derick	21363 Bandera Ranch Ln		Katy	TX	77449	Employment Agreement
Comcast	P.O. Box 660618	\$0.00	Dallas	TX	75266-0618	Service Agreement
Comcast - MN	P.O. Box 34227	\$0.00	Seattle	WA	98124-1227	Service Agreement
Comcast Cable	P.O. Box 34744		Seattle	WA	98124-1744	Service Agreement
Cortez, Elizabeth	8407 Cornwall Dr		Austin	TX	78748	Employment Agreement
Cross, Robert Shane	4508 Creekview Dr		Rogers	AR	72758	Employment Agreement
CXT	dba CXT Software BIN 920044	PO Box 29088	Phoenix	AZ	85038	Software Agreement
DataVox	6650 W. Sam Houston Pkwy. S.	\$0.00	Houston	TX	77072-1527	Service Agreement
Davila, Edoardo	10114 Lipsey Dr.		Edinburg	TX	78542	Employment Agreement
Davis, Corey	20822 Dappled Ridge Way		Humble	TX	77338	Employment Agreement
Defrates, Brian	19643 Mackinaw Isle Ct		Cypress	TX	77429	Employment Agreement
Dennis, Dwayne	3911 Elm Stream Ct		Fresno	TX	77545	Employment Agreement

In re Noble Logistics, Inc.

Case No. 14-10442

Schedule G - Executory Contracts and Unexpired Leases

Creditor Name	Address1	Address2	City	State	Zip	Description of Contract or Lease and Nature of Debtor's Interest. State Whether Lease is for Nonresidential Real Property. State Contract Number of Any Government Contract.
DMAC Investments, Inc.	11942 Laney rd.		Tyler	TX	75708	Lease - Real Property
Downs, Justin	2414 South Voss Rd	Apt H123	Houston	TX	77057	Employment Agreement
Fields, Herbert	8405 King Arthurs Ct		Montgomery	TX	77316	Employment Agreement
First Choice Coffee Services	3423 N. Sam Houston Pkwy, W., Suite 300		\$0.00 Houston	TX	77086	Service Agreement
First Insurance Funding Corp.	PO Box 66468		\$0.00 Chicago	IL	60666-0468	Service Agreement
Fleming, Tracy	10609 Waterview Pkwy		Rowlett	TX	75089	Employment Agreement
Franks, James	10233 Nantucket Drive		Providence Village	TX	76227	Employment Agreement
Frazer Transport, Inc.	PO Box 7657		The Woodlands	TX	\$77,387.00	Service Agreement
Furr, Jonathan M	17376 W Autumn Dr		Prairieville	LA	70769	Employment Agreement
Ganaway, Nikki	1350 Greens Parkway Apt 705		Houston	TX	77067	Employment Agreement
Global Waste Services, LLC - Houston N.	P.O. Box 111339		Houston	TX	77293	Garbage service contract
Gonzalez, Paulo	3611 Morning Cove Lane		Katy	TX	77499	Employment Agreement
Hamilton, Tanner	20611 Wren Hollow Way		Humble	TX	77338	Employment Agreement
Hannigan, William V	13719 Alchester		Houston	TX	77079	Employment Agreement
Harper, Paula	62 Kimball Pond Rd.		Canterbury	NH	03224	Employment Agreement
Haverfield, Debra G	8891 Utah Ct		Thornton	CO	80229	Employment Agreement
Hayden, Bryan	22614 Round Valley Dr		Katy	TX	77450	Employment Agreement
Hense, John	1947 Gessner Apt 605		Houston	TX	77080	Employment Agreement
Hudson, Charles	3514 Dusty Court		Manvel	TX	77578	Employment Agreement
Huntsberger, James	4917 Thistle Dr	Apt 404	Tyler	TX	75703	Employment Agreement
Jackson, Kenneth A	4752 RT 10		Barboursville	WV	25504	Employment Agreement
Jedlowski, Jeffrey M	6705 Colonel Beall Ct.		Hughesville	MD	20637	Employment Agreement
Johnson, Kathleen	14003 Lake Tahoe Ct		Houston	TX	77044	Employment Agreement
Johnston, Kari	14515 Cypress Falls Drive		Cypress	TX	77429	Employment Agreement
Jude, Sean	9743 Lane St.		Thornton	CO	80260	Employment Agreement
Kempnich, Jacob	29522 Legends Green Drive		Spring	TX	77386	Employment Agreement
Knapps, Amy	21885 Shelbourne Crossing		Houston	TX	77073	Employment Agreement
Krauter & Company LLC	Attn: Myles D. Block	1350 Avenue of the Americas, 18th Fl	New York	NY	10019	Service Agreement
Lawler, Alan	7806 Rainbow Falls		Live Oak	TX	78233	Employment Agreement
Lewis, Anthony	10302 Woodwick Street		Houston	TX	77016	Employment Agreement
Liza Toombs and Ann Alejandro, Successor Trustees	717 North Getty		Uvalde	TX	78801	Lease - Real Property
Lobato, Jacob	9629 W Cornell Place		Lakewood	CO	80227	Employment Agreement
Logix Communications	P.O. Box 3608		Houston	TX	77253-3608	Service Agreement
Lopez, Christopher	3718 Bent Spring Ln.		Katy	TX	77449	Employment Agreement
Loya, Tansy L	3247 Cherry Creek Dr		Missouri City	TX	77459	Employment Agreement
Maldonado, Mary Ann	6459 New World Dr.		Katy	TX	77449	Employment Agreement
Martinez, Tommy	168 Mica Drive NE		Rio Rancho	NM	87124	Employment Agreement
McDaniel, James	3019 W 107th Pl	Unit H	Westminster	CO	80031	Employment Agreement
McDuffie, Matt	3523 Fir Forest Dr		Spring	TX	77388	Employment Agreement
Medchill, Doak	2010 Kasey Springs Lane		Spring	TX	77386	Employment Agreement
Mendoza, Arnold	4419 Navajo St		Pasadena	TX	77504	Employment Agreement
Meyer, Skyler	1421 Mockingbird Dr		Aubrey	TX	76227	Employment Agreement
Meza, Angel	9819 Hambleton Way Circle		Houston	TX	77065	Employment Agreement
Mid-Cities Business Park	Attn: Blake Box	500 E. Pecan	McAllen	TX	78501	Lease - Real Property
Morgan, Byron K	603 Dalewood Drive		Missouri City	TX	77489	Employment Agreement
Nadlicki, Brent	1611 Francis St	Unit A	Houston	TX	77004	Employment Agreement
Naranjo, Mical	17407 Sterling Stone Drive		Houston	TX	77073	Employment Agreement
Needham, Jereamy	1420 W Main	Apt.# 515	Lewisville	TX	75067	Employment Agreement
Nextel Communications	PO Box 4181		\$0.00 Carol Stream	IL	60197-4181	Service Agreement
Novation	75 Remittance Drive	Suite 1420	Chicago	IL	60675-1420	Service Agreement
Paiva, John	3139 Woodland Ridge Tr		Milford	MI	48380	Employment Agreement

In re Noble Logistics, Inc.

Case No. 14-10442

Schedule G - Executory Contracts and Unexpired Leases

Creditor Name	Address1	Address2	City	State	Zip	Description of Contract or Lease and Nature of Debtor's Interest. State Whether Lease is for Nonresidential Real Property. State Contract Number of Any Government Contract.
Pestka, Arlene	125 Oakland Dr		Piedmont	SC	29673	Employment Agreement
Pitney Bowes	PO BOX 371874		Pittsburgh	PA	15250-7874	Service Agreement
Pitney Bowes - Lease	P.O. Box371887		Pittsburgh	PA	15250-7887	equipment rental
Rankin, Casey	2625 Oak Tree Cove		Benton	AR	72019	Employment Agreement
Republic Services # 853	PO Box 78829		Phoenix	AZ	85062-8829	Garbage service contract
Riggs, Scott A	7888 Bullett Road		Peyton	CO	80831	Employment Agreement
Rouse, Mary C.	121 CR 4265		Dayton	TX	77535	Employment Agreement
Runquist, Linda	1602 5th Ave South		Anoka	MN	55303	Employment Agreement
Ryan, James	16307 Maplemont Dr.		Houston	TX	77095	Employment Agreement
Salesforce.com	PO Box 203141		Dallas	TX	75320-3141	Software - ASP model
Salinas, Gisela	2805 San Ricardo		Mission	TX	78572	Employment Agreement
Santiago, Lilian	1602 Enclave Pkwy	Apt.# 2004	Houston	TX	77077	Employment Agreement
Schmid, Casey	29434 N 49th PL		Cave Creek	AZ	85331	Employment Agreement
Schneider, Tammy	600 Pinson Rd	Apt 207	Forney	TX	75126	Employment Agreement
Smalley, Jerome	8602 Torry View Circle		Houston	TX	77095	Employment Agreement
Sprint - Nextel	100002 Park Meadow Dr.		Lonetree	CO	80124-5453	Service Agreement
Stelter, James	10911 Maryland Ave. N		Champlin	MN	55316	Employment Agreement
Steve Savant	6715 Starcroft Court		Spring	TX	77379	Non-compete agreement
Stream Energy - Houston	PO BOX 650026		Dallas	TX	75265	Service Agreement
Texas Gas Service	PO Box 219913		Kansas City	MO	64121-9913	Service Agreement
Time Warner Cable - McAllen	PO BOX 60074		City of Industry	CA	91716-0074	Service Agreement
Truncala, Edward	3 Marble Court		Erial	NJ	08081	Employment Agreement
Tyco Integrated Security LLC - Houston	P.O. BOX 371967		Pittsburgh	PA	15250-7967	Service Agreement
Varilease	6340 South 3000 East	Suite 400	Salt Lake City	UT	84121	Service Agreement
Vasquez, Estanislao	16922 Carbridge		Houston	TX	77084	Employment Agreement
Verizon - Garden Grove	P O Box 920041		Dallas	TX	75392-0041	Service Agreement
Verizon - Phil	PO BOX 15124		Albany	NY	12212-5124	Service Agreement
Verizon-617489916-00001	PO BOX 660108		Dallas	TX	75266-0108	Service Agreement
Warren, Alice	15000 Park Row	Apt 216	Houston	TX	77084	Employment Agreement
Waste Management of Denver - Service CXL	7025 N. Scottsdale Road	Suite 200	Scottsdale	AZ	85253	Garbage service contract
Waste Management of Texas, Inc.	PO Box 660345		Dallas	TX	75266	Garbage service contract
Wyless Inc.	Dept CH 17817		Palatine	IL	60055-7817	Service Agreement
XEROX 802555	PO Box 802555		Chicago	IL	60680-2555	Service Agreement
XEROX CORP - 0361	PO BOX 650361		Dallas	TX	75265-0361	Service Agreement
Xerox Corp - 2555	PO Box 802555		Chicago	IL	60680-2555	Service Agreement
Xerox Corp - 7405	P.O. Box 7405		Pasadena	CA	91109-7405	Service Agreement
Xerox Corp 802555	PO Box 802555		Chicago	IL	60680-2555	Service Agreement
Xerox Corporation	PO Box 802555		Chicago	IL	60680-2555	Service Agreement
Xerox Corporation - 0361	PO BOX 650361		Dallas	TX	75265-0361	Service Agreement
Xerox Corporation - GG	P O Box 7405		Pasadena	CA	91109-7405	Service Agreement
Yee, Christopher	4400 Troup Hwy	Apt 205	Tyler	TX	75703	Employment Agreement
York, Richard	702 Bunn Dr		Irving	TX	75061	Employment Agreement

B6H (Official Form 6H) (12/07)

In re **Noble Logistics, Inc.**Case No. **14-10442**

Debtor

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR

NAME AND ADDRESS OF CREDITOR

See Schedule H Attachment

In re Noble Logistics, Inc.

Case No. 14-10442

Schedule H - Codebtors

Name of Codebtor	Address1	Address2	City	State	Zip	Name of Creditor	Address1	Address2	City	State	Zip
Aspen Contracting California, LLC	11335 Clay Rd	Suite 100	Houston	TX	77041	Gladstone Investment Corporation	1521 Westbranch Dr.	Suite 200	McLean	VA	22102
Aspen Contracting Gulf Coast, LLC	11335 Clay Rd	Suite 100	Houston	TX	77041	Gladstone Investment Corporation	1521 Westbranch Dr.	Suite 200	McLean	VA	22102
Aspen Contracting Midwest, LLC	11335 Clay Rd	Suite 100	Houston	TX	77041	Gladstone Investment Corporation	1521 Westbranch Dr.	Suite 200	McLean	VA	22102
Aspen Contracting NE, LLC	11335 Clay Rd	Suite 100	Houston	TX	77041	Gladstone Investment Corporation	1521 Westbranch Dr.	Suite 200	McLean	VA	22102
Aspen Contracting NE, LLC	11335 Clay Rd	Suite 100	Houston	TX	77041	New Hampshire Employment Security	Lon E. Siel, Counsel	21 South Main Street	Concord	NH	03301-4857
Aspen Contracting SE, LLC	11335 Clay Rd	Suite 100	Houston	TX	77041	Gladstone Investment Corporation	1521 Westbranch Dr.	Suite 200	McLean	VA	22102
Aspen Contracting West, LLC	11335 Clay Rd	Suite 100	Houston	TX	77041	Gladstone Investment Corporation	1521 Westbranch Dr.	Suite 200	McLean	VA	22102
Conifer Services CA, LLC	11335 Clay Rd	Suite 100	Houston	TX	77041	Gladstone Investment Corporation	1521 Westbranch Dr.	Suite 200	McLean	VA	22102
NLI Manager, Inc.	11335 Clay Rd	Suite 100	Houston	TX	77041	Gladstone Investment Corporation	1521 Westbranch Dr.	Suite 200	McLean	VA	22102

B6 Declaration (Official Form 6 - Declaration). (12/07)

**United States Bankruptcy Court
District of Delaware**

In re **Noble Logistics, Inc.**

Debtor(s)

Case No. **14-10442**

Chapter **11**

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the CFO & CTO of the corporation named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of **23** sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date **March 31, 2014**

Signature **/s/ John Hense**

John Hense

CFO & CTO

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.