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Airport LLC
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10 **UNITED STATES BANKRUPTCY COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **LOS ANGELES DIVISION**

13 In re) Case No. 2:14-bk-33372-VZ
14 AP-LONG BEACH AIRPORT LLC, a)
Delaware limited liability company,) Chapter 11
15 Debtor and Debtor-in-Possession.) **DECLARATION OF DONALD ABBEY IN**
16) **SUPPORT OF THE MOTION FOR**
17) **CONFIRMATION OF THE SECOND**
18) **AMENDED PLAN OF**
19) **REORGANIZATION OF AP-LONG**
20) **BEACH AIRPORT LLC**
21) **HEARING DATE:**
22) **Date:** June 25, 2015
23) **Time:** 1:30 p.m.
24) **Place:** Courtroom 1368
25) 255 East Temple Street
26) Los Angeles, CA 90012
27)
28)

1 I, DONALD G. ABBEY, hereby declare as follows:

2 1. I have personal knowledge of the facts set forth below and, if called to testify, I
3 would and could competently testify thereto.

4 2. I attended Deerfield Academy and then Pennsylvania State University as an
5 undergraduate, where I received an athletic scholarship for football. After college, I was a draft
6 choice in the National Football League and later spent several years as an officer in the United
7 States Navy, including the special warfare division. I am a member of several real estate trade
8 groups, including the Urban Land Institute and National Association of Industrial and Office
9 Properties.

10 3. I am a 35-year veteran of the national real estate industry, beginning my career as a
11 leasing and property sales broker for Grubb & Ellis and subsequently becoming the Southern
12 California Managing Partner of the Shidler Group before going out on my own. In 1990, I formed
13 the Abbey Enterprise, which is comprised of more than 60 legal entities with The Abbey
14 Companies LLC ("ACLLC") as the most senior corporate entity (collectively, with its affiliates
15 and subsidiaries including the Debtor, the "Abbey Enterprise"). I wholly own the interests in
16 ACLLC. ACLLC directly or indirectly owns most of the subsidiaries of the Abbey Enterprise,
17 and I own the remaining other subsidiaries. One of the subsidiaries that ACLLC directly owns is
18 wholly-owned subsidiary Abbey-Properties II LLC ("APII"). APII owns several subsidiaries,
19 including its wholly-owned subsidiary AP-Long Beach Airport LLC, the debtor and debtor in
20 possession (the "Debtor") in this chapter 11 case.

21 4. Headquartered in Garden Grove, California, the Abbey Enterprise owns and
22 operates a diversified commercial real estate portfolio in California and has established a strong
23 local presence in numerous California markets with offices in Los Angeles, Orange, Riverside,
24 San Bernardino, San Diego, and Sacramento counties. The Abbey Enterprise's portfolio currently
25 consists of four industrial properties, 13 retail properties, 12 office/business park properties, eight
26 retail/mixed use properties, and two "flex" properties, which are principally industrial spaces that
27 can be converted into business offices.

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1 5. I submit this Declaration in support of the *Motion for Confirmation of the Second*
2 *Amended Plan of Reorganization of AP-Long Beach Airport LLC* (the “Motion”).¹ Except as
3 otherwise indicated herein, all facts set forth in this Declaration are based on my personal
4 knowledge of the Debtor’s operations and finances, information gathered from my review of
5 relevant documents, and information supplied to me by other members of the management and
6 advisors for the Abbey Enterprise. If called upon to testify, I could and would competently testify
7 to the facts set forth herein on that basis.

8 6. The Debtor is a single asset real estate company that owns a 206,945-square-foot
9 building at Long Beach Airport located at 3205 Lakewood Boulevard, Long Beach, California (the
10 “Long Beach Property”) that originally was an airplane hangar.

11 7. The Debtor filed its voluntary petition for relief under chapter 11 of title 11 of the
12 United States Code on December 19, 2014 (the “Petition Date”). The Debtor continues to manage
13 and operate its business as a debtor-in-possession pursuant to Bankruptcy Code sections 1107 and
14 1108. No trustee, examiner, or committee has been appointed in this chapter 11 case.²

15 8. On March 18, 2015, the Debtor and I, as plan proponents, filed the *Disclosure*
16 *Statement and Plan of Reorganization for AP-Long Beach Airport LLC* [Docket No. 143].

17 9. On April 16, 2015, the Debtor and I, as plan proponents, filed the *Supplement to*
18 *Motion for Order Approving Disclosure Statement; Declaration of Alan J. Friedman in Support*
19 *Thereof* [Docket No. 158], which attached as an exhibit the *First Amended Disclosure Statement*
20 *and Plan of Reorganization of AP-Long Beach Airport LLC*.

21 10. On April 23, 2015, the Court held a hearing to consider the disclosure provisions of
22 the First Amended Plan and Disclosure Statement.

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25 ¹ Unless otherwise stated with specificity or implied by context, capitalized defined terms
26 have the same meaning in this declaration as used in the Motion.

27 ² On August 15, 2014, the state court appointed a receiver for the limited purpose of
28 collecting rents on behalf of U.S. Bank at the Long Beach Property (as his role was modified from
time to time, the “Receiver”). The Debtor has worked cooperatively with the Receiver since his
appointment to ensure that the value of the Long Beach Property is not impaired as a result of his
appointment.

1 11. On April 23, 2015, the Debtor and I, as plan proponents, filed the *Supplemental*
2 *Declaration of Alan J. Friedman to Motion for Order Approving Disclosure Statement with*
3 *Second Amended Disclosure Statement and Plan of Reorganization for AP-Long Beach Airport*
4 *LLC and Redlined Pages Attached Hereto* [Docket No. 165], which attached as an exhibit the
5 *Second Amended Disclosure Statement and Plan of Reorganization of AP-Long Beach Airport*
6 *LLC* with the disclosure provisions approved by the Court (the “Disclosure Statement”).

7 12. Concurrently herewith, the Debtor and I, as plan proponents, filed the Second
8 Amended Disclosure Statement and Plan of Reorganization for AP-Long Beach Airport LLC
9 dated April 23, 2015 [Docket No. 193] (the “Plan”), which was served on all creditors, interest
10 holders, and other parties in interest on April 29, 2015.

11 13. For the reasons set forth below, I believe that the Plan satisfies all of the
12 requirements of section 1129 of the Bankruptcy Code. The Plan was proposed in good faith and
13 provides for the payment in full of all allowed administrative claims, priority claims, secured
14 claims and general unsecured claims. The Plan will produce a greater recovery for the holders of
15 claims than would be achieved in a Chapter 7 liquidation, and the Plan is in the best interest of the
16 Debtor’s estate and creditors.

17 **Requirements of Section 1129 of the Bankruptcy Code**

18 14. Section 1129(a)(1). The Debtor and I are aware of the requirements of section
19 1129(a)(1) of the Bankruptcy Code. Because the Plan complies with sections 1122 and 1123 of
20 the Bankruptcy Code, the Debtor and I believe that the Plan satisfies section 1129(a)(1)’s
21 requirement to comply with all applicable provisions of the Bankruptcy Code.

- 22 i. Section 1123(b)(2). Article XVI of the Plan provides that all executory
23 contracts and unexpired leases of the Debtor set forth on Exhibit “4” to the Plan
24 shall be assumed pursuant to the provisions of section 365 and 1123. Such
25 assumed executory contracts and unexpired leases shall, as of the Effective
26 Date, vest in the Reorganized Debtor. Article XVI provides that any and all
27 unexpired leases and executory contracts that are not contracts and leases to be
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1 assumed that are listed on Exhibit "4" to the Plan will be rejected pursuant to
2 the Plan and the Confirmation Order effective on the Effective Date.

3 ii. Prior to submission of the Plan, the Debtor's management team analyzed all of
4 the Debtor's executory contracts and unexpired leases. Based on this analysis, I
5 believe that it is in the best interests of the Debtor to assume the executory
6 contracts and unexpired leases set forth on Exhibit "4" and to reject all others
7 because the Debtor requires the continuation of the executory contracts or
8 unexpired leases listed on Exhibit "4".

9 iii. Based on the foregoing, the Debtor and I believe that the Plan meets the
10 requirements of section 1123(b)(2).

11 iv. Section 1123(b)(3). Article XIX of the Plan contains release and exculpation
12 provisions designed to prevent parties from circumventing the Plan's discharge
13 injunction by suing affiliates of the Debtor and other third parties for their
14 participation in reorganizing the Debtor and seeking to confirm the Plan. The
15 Debtor and I believe that the Plan meets the requirements of section 1123(b)(3).

16 15. Section 1129(a)(2). The Debtor and I are aware of the requirements of section
17 1129(a)(2) of the Bankruptcy Code. Because the Debtor and I proposed a plan in compliance with
18 the Bankruptcy Code and solicited plan acceptances in a manner consistent with Section 1125 of
19 the Bankruptcy Code, the Debtor and I believe that the Debtor and I, as proponents of the Plan,
20 have complied with all applicable provisions of the Bankruptcy Code, satisfying section
21 1129(a)(2)'s requirement.

22 16. Section 1129(a)(3). The Debtor and I are aware of the requirements of section
23 1129(a)(3) of the Bankruptcy Code and believe that the Plan has been proposed in good faith. The
24 Plan provides for the payment in full of all allowed administrative, priority, and unsecured claims
25 on the Effective Date. The Debtor and I believe that if the Plan fails to be confirmed, further
26 negotiations will not result in any better recovery for any class. To the contrary, new negotiations
27 and/or litigation would delay the process of making distributions to creditors. The Debtor will
28 then incur substantial additional administrative claims.

1 17. Section 1129(a)(4). The Debtor and I are aware of the requirements of section
2 1129(a)(4) of the Bankruptcy Code and believe that the Plan satisfies the requirements of this
3 section. Except as otherwise provided in the Plan, any payments made or to be made for services
4 or for costs and expenses incurred in connection with this Chapter 11 case are subject to the
5 Court's approval.

6 18. The Debtor has employed two professionals – Irell & Manella (“Irell”) as its
7 general insolvency counsel and The Stapleton Group (“Stapleton Group”) as the property manager
8 for the Long Beach Property. Stapleton Group will be paid in the ordinary course of business
9 once its employment application has been approved by the Court.

10 19. The Debtor and I anticipate that, as of the Effective Date, Irell will have incurred
11 fees of approximately \$830,000 for all professional services that have been provided or will be
12 provided during this Chapter 11 case. As of the date hereof, Irell had received a total of \$385,000
13 in funds comprised of \$85,000 in retainer which it held on the Petition Date plus an additional
14 \$300,000 received in connection with the DIP Financing (an additional \$176,000 is currently
15 being held in escrow). The funds necessary to pay the balance of Irell's professional fees will be
16 obtained through, among other sources, assets that are not the subject of the Debtor's bankruptcy.

17 20. As noted above, I am the ultimate owner of the Abbey Enterprise. Prior to the
18 Petition Date, the Abbey Companies – excluding the Debtor (the “Non-Debtor Abbey
19 Companies”) – had total funded outstanding loans of more than \$500 million under a collection of
20 facilities, including a loan pool that was securitized and sold in the commercial mortgage-backed
21 security market (the “CMBS Loan”) The principal balance of the CMBS Loan is approximately
22 \$254 million.

23 21. The CMBS Loan is secured by various real estate assets, the collective value of
24 which is currently in excess of \$450 million. This value is based both on appraisals that exist with
25 respect to the real estate and my experience in the real estate market as described above.

26 22. I am in the process of negotiating transactions that will likely result in the
27 monetization of the collateral securing the CMBS Loan. This transaction will likely either be in
28 the form of a complete refinance of the CMBS Loan or a partial refinance coupled with some

1 disposition of certain of the real estate collateral. As a result of the foregoing transaction(s), there
2 will be substantial equity available to pay the obligations referenced above.

3 23. In addition to pursuing the above-referenced transactions, the Abbey Enterprise
4 generates substantial cash flow each month. In the unlikely event that the above referenced
5 transactions are not completed prior to the time that the obligations referenced above are due to be
6 paid, the Abbey Enterprise will have sufficient funds on hand to pay such obligations.

7 24. Section 1129(a)(5). The Debtor and I are aware of the requirements of section
8 1129(a)(5) of the Bankruptcy Code that the Plan adequately discloses the identity and affiliations
9 of any individual proposed to serve after confirmation of the plan, as a director or officer of the
10 Debtor.

11 25. The Reorganized Debtor will be a limited liability company and does not have any
12 officers or directors. The Debtor is a limited liability company. The sole member of the Debtor is
13 APII. Following confirmation of the Plan, APII's interests in the Debtor will be transferred to LB
14 Hangar. APII shall be the sole member of LB Hangar and LB Hangar shall be the sole member of
15 the Debtor.

16 26. The Debtor has employed the Stapleton Group as the property manager for the
17 Long Beach Property. The Stapleton Group will also serve as the disbursing agent under the Plan.
18 The Stapleton Group will be paid 3% of the aggregate gross revenues of the Long Beach Property
19 for the applicable monthly account period, subject to approval of the Stapleton Group's
20 employment by the Bankruptcy Court, which the Debtor and I anticipate will be approximately
21 \$8,000 per month.

22 27. Based on the foregoing, the Debtor and I believe that the requirements of section
23 1129(a)(5) are satisfied.

24 28. Section 1129(a)(6). The Debtor and I are aware of the requirements of section
25 1129(a)(6) of the Bankruptcy Code. The Debtor is not subject to rate regulation; therefore, the
26 Debtor and I believe that section 1129(a)(6) of the Bankruptcy Code is inapplicable to this Chapter
27 11 case.

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1 29. Section 1129(a)(7). The Debtor and I are aware of the requirements of section
2 1129(a)(7) of the Bankruptcy Code. The Debtor and I believe that the Plan provides all claim and
3 interest holders with a better recovery than they would receive in a Chapter 7 liquidation. Holders
4 of claims in Class One will receive payment in full upon the Effective Date of the Plan, with
5 interest from the Petition Date through the date of payment at the Federal Judgment Rate. See
6 Plan, § IV. In addition, the Plan provides that U.S. Bank (Class Two) and LCS (Class Three) shall
7 retain their rights under the relevant agreements with the Debtor. Thus, Class One (Unsecured
8 Claims), Class Two (Claim of U.S. Bank), and the Class Three (Claim of LCS) are unimpaired
9 and are deemed to have accepted the Plan.

10 30. Class 4 (Membership Interest of APII) is the only impaired class under the Plan.
11 The Plan provides that APII's interests in the Debtor will be transferred to a newly created limited
12 liability company, LB Hangar 3205 LLC ("LB Hangar"). APII, the holder of 100% of the
13 Debtor's membership interest, shall be the sole member of LB Hangar and LB Hangar shall be the
14 sole member of the Debtor. Therefore, although APII's rights with respect to the Debtor have
15 been modified, APII will remain the ultimate owner of 100% of the Debtor. APII has voted to
16 accept the Plan.

17 31. Based on the foregoing, the Debtor and I believe that all parties holding impaired
18 claims will receive distributions under the Plan having a value of at least as much or more than
19 they would receive in a Chapter 7 liquidation.

20 32. Section 1129(a)(8). The Debtor and I are aware of the requirements of section
21 1129(a)(8) of the Bankruptcy Code. As indicated in the Ballot Analysis, impaired Class 4
22 (Membership Interest in APII) has voted to accept the Plan. As a result, the Debtor and I believe
23 that section 1129(a)(8) is satisfied as to this Class.

24 33. Section 1129(a)(9). The Debtor and I are aware of the requirements of section
25 1129(a)(9) of the Bankruptcy Code and believe that the Plan's treatment of allowed administrative
26 claims, priority tax claims, and other priority claims satisfies the requirements of this section.
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1 34. Section 1129(a)(10). The Debtor and I are aware of the requirements of section
2 1129(a)(10) of the Bankruptcy Code. Because no class of creditors is impaired under the Plan, the
3 Debtor and I believe that section 1129(a)(10) does not apply to the Plan.

4 35. Section 1129(a)(11). The Debtor and I are aware of the requirements of section
5 1129(a)(11) of the Bankruptcy Code and believe that the Plan satisfies the requirements of this
6 section.

7 36. Based on the information provided by the Debtor's property manager, Stapleton
8 Group, the Debtor has more than sufficient funds on the Effective Date to pay all allowed
9 unsecured claims in full, with interest. The Debtor estimates that the total amount of all allowed
10 priority and general unsecured claims to be paid on the Effective Date will be approximately
11 \$55,000. Pursuant to orders of the court, \$131,690 has been irrevocably committed for the sole
12 purpose of paying these claims. Thus, the Debtor will have sufficient funds on the Effective Date
13 to pay all allowed priority and unsecured claims in full, with interest.

14 37. Further, as discussed above, I have committed to providing the Debtor with
15 sufficient funds to pay all professional claims in full.

16 38. The Debtor and I also believe that the Debtor's business will continue to grow and
17 will allow the Debtor to pay all expenses on a going-forward basis. The Debtor developed the
18 Long Beach Property for a variety of uses and tenants, including significant facilities for the City
19 of Long Beach (the "City") and the U.S. Customs and Border Protection, a division of the
20 Department of Homeland Security (the "CBP"). The space rented by the CBP is approximately
21 16.6% of the Long Beach Property. The City also rents space at the Long Beach Property and
22 currently occupies approximately 62.3% of the property. Following the successful completion of
23 its Chapter 11 case, the Debtor will continue to lease space in the Long Beach Property to the
24 GSA and the City. 21.1% of the Long Beach Property is currently vacant. Following
25 confirmation of the Plan, the Debtor intends to locate tenants for the remainder of the Long Beach
26 Property. The debtor-in-possession financing entered into between the Debtor and the DIP Lender
27 established a \$3,000,000 reserve to pay for costs associated with entering into new tenant leases at
28 the Long Beach Property, including costs for tenant improvements.

1 39. The Debtor has received an offer from the U.S. Coast Guard regarding their
2 interest in leasing the remainder of the vacant space of the Long Beach Property for office space
3 and as a maintenance and repair facility, and discussions are on-going. I have also met with City
4 officials about the prospect of expanding their lease to include the vacant space to be used for their
5 central crime lab and evidence storage facility. I have also recently had preliminary discussions
6 with another government tenant that has expressed an interest in leasing the remaining vacant
7 space for a helicopter hangar use. The Debtor and I anticipate that an approved lease deal for the
8 vacant space would be at approximately \$1.25 NNN per square foot, with an appropriate tenant
9 improvement allowance, depending on the use and term of the final, approved deal. Additionally,
10 the Long Beach Property shall continue to be marketed on all major commercial information
11 exchanges including LoopNet, Co-Star and AIR. The Abbey Enterprises leasing managers are
12 also meeting and touring regularly with local real estate brokers representing potential tenants
13 interested in leasing the remainder of the vacant space.

14 40. Therefore, the Debtor and I believe that confirmation of the Plan is not likely to be
15 followed by liquidation or the need for further reorganization, satisfying the requirements of
16 section 1129(a)(11).

17 41. Section 1129(a)(12). The Debtor and I are aware of the requirements of section
18 1129(a)(12) of the Bankruptcy Code. The Debtor will pay all fees payable under 28 U.S.C.
19 § 1930 on or before the Plan's effective date. Therefore, the Debtor and I believe that the Plan
20 satisfies the requirements of section 1129(a)(12).

21 42. Section 1129(a)(13). The Debtor and I are aware of the requirements of section
22 1129(a)(13) of the Bankruptcy Code. The Debtor does not have any employees; therefore, the
23 Debtor and I believe that section 1129(a)(13) is inapplicable in this Chapter 11 case.

24 43. Section 1129(a)(14). The Debtor and I are aware of the requirements of section
25 1129(a)(14) of the Bankruptcy Code. The Debtor does not have any domestic support obligations
26 required to be paid by judicial or administrative order; therefore, the Debtor and I believe that
27 section 1129(a)(14) is inapplicable in this Chapter 11 case.
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1 44. Section 1129(a)(15). The Debtor and I are aware of the requirements of section
2 1129(a)(15) of the Bankruptcy Code. The Debtor is not an individual, and this provision has no
3 application to the Plan or this Chapter 11 Case.

4 45. Section 1129(a)(16). The Debtor and I are aware of the requirements of section
5 1129(a)(16) of the Bankruptcy Code. The Debtor is not a nonprofit entity, and this provision has
6 no application to the Plan or this Chapter 11 Case.

7 46. Section 1129(d). The Debtor and I are aware of the requirements of section
8 1129(d) of the Bankruptcy Code. The Plan does not have as one of its principal purposes the
9 avoidance of taxes or avoidance of the requirements of Section 5 of the Securities Act of 1933,
10 and I am unaware of any filing by any governmental agency asserting such avoidance. The
11 Debtor and I therefore believe that the requirements of section 1129(d) of the Bankruptcy Code
12 have been met.

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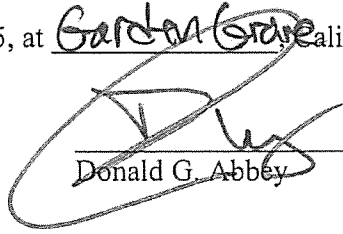
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1 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing
2 statements are true and correct.

3 Executed this 28 day of May 2015, at Garden Grove California.

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6 Donald G. Abbey

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: **840 Newport Center Drive, Suite 400, Newport Beach, California 92660-6324**

A true and correct copy of the foregoing document described as **DECLARATION OF DONALD ABBEY IN SUPPORT OF THE MOTION FOR CONFIRMATION OF THE SECOND AMENDED PLAN OF REORGANIZATION OF AP-LONG BEACH AIRPORT LLC** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

IV. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING(“NEF”) - Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) (“LBR”), the foregoing document will be served by the court via NEF and hyperlink to the document. On **May 28, 2015**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

Service information continued on attached page

V. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served):

On **May 28, 2015**, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

VI. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **May 28, 2015**, I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

May 28, 2015	Lori Gauthier	/s/ Lori Gauthier
<i>Date</i>	<i>Type Name</i>	<i>Signature</i>

1 **SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING("NEF")**

- 2 • Alan J Friedman afriedman@irell.com
3 • Steven T Gubner sgubner@ebg-law.com, ecf@ebg-law.com
4 • Marsha A Houston mhouston@reedsmith.com
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15 • Todd M Schwartz toddschwartz@paulhastings.com,
16 marccarmel@paulhastings.com;michellecline@paulhastings.com
17 • United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
18 • Jasmin Yang jyang@swlaw.com, jmacneil@swlaw.com

13 **SERVED BY PERSONAL DELIVERY/ATTORNEY SERVICE:**

14 **Honorable Vincent Zurzolo**

15 United States Bankruptcy Court
16 Central District of California
17 Edward R. Roybal Federal Building and Courthouse
18 255 E. Temple Street, Suite 1360 / Courtroom 1368
19 Los Angeles, CA 90012

18 **SERVED VIA FIRST-CLASS MAIL:**

19 **Office of the United States Trustee**

20 Attn: Kelly L. Morrison
21 915 Wilshire Boulevard, Suite 1850
22 Los Angeles, CA 90017

22 **And Refer to Attached List**

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#3198827.v2 – Limit Notice Order Entered 1/2/15.

Debtor
AP-Long Beach Airport LLC
Attn: Donald G. Abbey
14770 Firestone Blvd, Suite 206
La Mirada, CA 90638

Office of the U.S. Trustee
Attn: Kelly L. Morrison
915 Wilshire Boulevard
Suite 1850
Los Angeles, CA 90017

**20 LARGEST(per amended list filed
1/12/15):**

Environ Architecture, Inc.
Attn: Authorized Agent
100 Oceangate
Suite P-200
Long Beach, CA 90802

Southern California Edison
Attn: Mary Greene or Authorized Agent
PO Box 300
Rosemead, CA 91772-0001

Murchison Consulting
Attn: Authorized Agent
3333 E Spring St
Long Beach, CA 90806

Granite Telecommunications LLC
Attn: M. Long or Authorized Agent
PO Box 983119
Boston, MA 02298-3119

Meier Plumbing, Inc.
Attn: Authorized Agent
17432 E. Santa Clara Ave
Santa Ana, CA 92705

DC Environmental
Attn: A. Baker or Authorized Agent
3002 Dow Ave, Suite 118
Tustin, CA 92780

Universal Building Maintenance LLC
Attn: Authorized Agent
1552 N. Tustin Avenue, Suite 650
Santa Ana, CA 92705

ABM Electrical Solutions, Inc.
Attn: Angelica Hernandez or Authorized
Agent
152 Technology Drive
Irvine, CA 92618

Coastal Maintenance Inc.
Attn: S. Diaz or Authorized Agent
23052-H Alicia Parkway, #297
Mission Viejo, CA 92692

Total Access Security Systems Corp.
Attn: Authorized Agent
818 W. Chapman Ave
Orange, CA 92868-2823

SECURED PARTIES:

U.S. Bank National Association
Sheppard Mullin Richter & Hampton LLP
Attn: D. McCarty, Esq./M. Mercado, Esq.
650 Town Center Drive, 4th Floor
Costa Mesa, CA 92626

U.S. Bank National Association
Sheppard Mullin Richter & Hampton LLP
Attn: M. Reed Mercado, Esq.
333 South Hope Street, 43rd Floor
Los Angeles, CA 90071-1422

**PARTIES REQUESTING SPECIAL
NOTICE:**

Attorneys for the Abbey Companies
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Attorneys for the Abbey Companies
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Palo Alto, CA 94304

Attorneys for Bank of America, N.A.
Jasmin Yang, Esq.
Snell & Wilmer LLP
350 South Grand Avenue, Suite 2600
Los Angeles, CA 90071

Attorneys for U.S. Attorney's Office
Attn: Stephanie Yonekura/Leon W.
Weidman, Elan S. Levey
U.S. Attorney's Office
300 N. Los Angeles St., Room 7516
Los Angeles, CA 90012

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