

B1 (Official Form 1)(04/13)

**United States Bankruptcy Court
Southern District of New York**

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle): Wank Adams Slavin Associates LLP	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): AKA WASA Studio	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all) 13-0700320	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)
Street Address of Debtor (No. and Street, City, and State): 740 Broadway 4th Floor New York, NY	Street Address of Joint Debtor (No. and Street, City, and State):
ZIP Code 10003	ZIP Code
County of Residence or of the Principal Place of Business: New York	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):	Mailing Address of Joint Debtor (if different from street address):
ZIP Code	ZIP Code

Location of Principal Assets of Business Debtor (if different from street address above):

Type of Debtor (Form of Organization) (Check one box) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding
Chapter 15 Debtors Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:	Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Nature of Debts (Check one box) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.

Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
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Statistical/Administrative Information

Debtor estimates that funds will be available for distribution to unsecured creditors.
 Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

Estimated Number of Creditors

<input type="checkbox"/> 1-49	<input checked="" type="checkbox"/> 50-99	<input type="checkbox"/> 100-199	<input type="checkbox"/> 200-999	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 10,001-25,000	<input type="checkbox"/> 25,001-50,000	<input type="checkbox"/> 50,001-100,000	<input type="checkbox"/> OVER 100,000
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Estimated Assets

<input type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input checked="" type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion
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Estimated Liabilities

<input type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input checked="" type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion
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THIS SPACE IS FOR COURT USE ONLY

<p>Voluntary Petition</p> <p><i>(This page must be completed and filed in every case)</i></p>	<p>Name of Debtor(s): Wank Adams Slavin Associates LLP</p>
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All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)

Location Where Filed: - None -	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)

Name of Debtor: - None -	Case Number:	Date Filed:
District:	Relationship:	Judge:

<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>
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Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

Yes, and Exhibit C is attached and made a part of this petition.
 No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:
 Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue

(Check any applicable box)

Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes)

Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

(Name of landlord that obtained judgment)

(Address of landlord)

Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition
(This page must be completed and filed in every case)

Name of Debtor(s):
Wank Adams Slavin Associates LLP

Signature(s) of Debtor(s) (Individual/Joint)
I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).
I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.
X _____
Signature of Debtor
X _____
Signature of Joint Debtor

Telephone Number (If not represented by attorney)

Date

Signatures
Signature of a Foreign Representative
I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.
(Check only one box.)
 I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.
 Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.
X _____
Signature of Foreign Representative

Printed Name of Foreign Representative

Date

Signature of Attorney*
X /s/ Sanford P. Rosen _____
Signature of Attorney for Debtor(s)
Sanford P. Rosen (SR-4966) _____
Printed Name of Attorney for Debtor(s)
Rosen & Associates, P.C. _____
Firm Name
747 Third Avenue
Floor 20
New York, NY 10017-2803

Address
Email: srosen@rosenpc.com
(212) 223-1100 Fax: (212) 223-1102 _____
Telephone Number
July 27, 2015 _____
Date
*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Non-Attorney Bankruptcy Petition Preparer
I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.)

Address
X _____
Date

Signature of Debtor (Corporation/Partnership)
I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.
The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
X /s/ Harry Spring _____
Signature of Authorized Individual
Harry Spring _____
Printed Name of Authorized Individual
Senior Managing Partner _____
Title of Authorized Individual
July 27, 2015 _____
Date

Address

Date
Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.
Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.
A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. §110; 18 U.S.C. §156.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re

Chapter 11

Wank Adams Slavin Associates LLP
a/k/a WASA Studio,

Case No. 15-

Debtor.

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**DECLARATION OF HARRY SPRING
PURSUANT TO RULE 1007-2 OF THE LOCAL BANKRUPTCY
RULES FOR THE SOUTHERN DISTRICT OF NEW YORK**

Harry Spring declares under penalty of perjury, pursuant to 28 U.S.C. § 1746, that:

1. I am the Senior Managing Partner of Wank Adams Slavin Associates LLP a/k/a WASA Studio, the debtor and debtor in possession (the “**Debtor**”) in the above-captioned chapter 11 case, and am familiar with and responsible for the day-to-day operations, business, and financial affairs of the Debtor. In addition to my role as Senior Managing Partner, I am the Partner-in-Charge of Engineering.

2. I submit this Declaration pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”) to assist this Court and other parties in interest in understanding the circumstances giving rise to the commencement of this chapter 11 case.

3. Except as set forth below, all facts set forth in this Declaration are based upon my personal knowledge and/or information provided to me concerning the operations and financial affairs of the Debtor. If called upon to testify, I would testify competently to the facts set forth below. I am authorized to submit this Declaration on behalf of the Debtor.

4. The Debtor, which maintains its offices at 740 Broadway, 4th Floor, New York, NY 10003 (the “**Premises**”), is a New York limited liability partnership that provides integrated architectural, engineering, and design services to clients in the governmental, institutional, health care, and private development sectors. The Debtor is the successor to Reed & Stem, which designed Grand Central Terminal, and is one of the oldest continuously operating architecture and engineering firms in the United States. The Debtor’s principal assets consist of its accounts receivable generated from its performance of services.

5. Currently, I am the Debtor’s sole partner following the April 2015 voluntary withdrawal of Pamela Jerome as Partner-in-Charge of Preservation and Jack Esterson as Partner-in-Charge of Design.

6. For the six-month period ended June 30, 2015, the Debtor had net sales on a cash basis of approximately \$2.43 million and generated a net loss from operations of \$231,000. As of June 30, 2015, its books and records reflect assets totaling approximately \$5.29 million and liabilities totaling approximately \$3.24 million.

7. The Debtor’s business has suffered as a result of the slow recovery from the recession, which has resulted in a reduced project workload and significant delays in the collection of receivables. The Debtor also has been named as a defendant in two breach of contract actions brought by former clients seeking aggregate damages of at least \$11 million. These clients owe the Debtor \$1.23 million and \$1.59 million, respectively, for services rendered.

8. As of the date hereof, the Debtor owes Citibank, N.A. (“**Citibank**”) approximately \$1.4 million, of which approximately \$1.05 million is on account of amounts due under a line of credit and \$357,000 is on account of a fixed term promissory note.

9. Pursuant to a Commercial Security Agreement dated December 12, 2014, the Debtor granted Citibank a blanket first priority security interest in all of its personal property to secure its obligation to repay all amounts due to Citibank and I, Pamela Jerome, and Jack Esterson each executed a guaranty with respect thereto.

10. On April 15, 2015, Lafayette Astor Associates LLC, as landlord of the Premises (the “**Landlord**”), commenced an action in the Civil Court of the City of New York, County of New York, Part 52, for non-payment of rent and possession of the Premises. On June 15, 2015, the Debtor and the Landlord entered into a stipulation of settlement pursuant to which the Debtor agreed to the entry of a judgment in the amount of \$225,463.87 on account of unpaid rent and additional rent (collectively, the “**Arrears**”) and the issuance of a warrant of eviction, the execution of which was stayed subject to the payment of the Arrears. Although the Debtor made an initial payment of \$43,879.45 on June 15, 2015 on account of the Arrears, it lacks the financial resources to make further payments and, consequently, defaulted by failing to make the July 2015 payment. On July 21, 2015, the Landlord notified the Debtor it was in default and the Debtor anticipates that the Landlord will cause the execution of the warrant of eviction on or about July 27, 2015. The Debtor intends to vacate the Premises shortly and use office space located at 740 Broadway, 10th Floor, New York, NY, which will be provided free of charge by TSIG, Inc., of which I am the 42.5% shareholder. TSIG, Inc. provides condition assessment and software to health care facilities and is not affiliated with the Debtor.

11. The Debtor commenced its chapter 11 case to afford it a centralized forum to monetize its assets and afford it the opportunity to propose, confirm and consummate a plan of liquidation that will be in the best interests of its estate and all of its creditors. The Debtor currently is exploring all options, including, but not limited to, a sale of its practice, which would

enable the Debtor to realize value for its work in process. This value is not reflected in its accounts receivable.

Information Required by Local Rule 1007-2

12. Local Rule 1007-2 requires the Debtor to disclose certain information. This information is outlined below and set forth in the schedules attached hereto.

13. Pursuant to Local Rule 1007-2(a)(4), the Debtor is required to set forth the following information with respect to the holders of its twenty (20) largest unsecured claims, excluding claims of insiders: the creditor's name, address (including the number, street, apartment or suite number, and zip code, if not included in the post office address), and telephone number; the name(s) of persons(s) familiar with the Debtor's accounts, if any; the amount of the claim; and an indication of whether the claim is contingent, unliquidated, disputed, or partially secured. Such information is set forth in Exhibit "A" attached hereto.

14. Pursuant to Local Rule 1007-2(a)(5), the Debtor is required to set forth the following information with respect to each of the holders of its five (5) largest secured claims: the name, the address (including the number, street, apartment or suite number, and zip code, if not included in the post office address); the amount of the claim; a brief description and an estimate of the value of the collateral securing the claim; and an indication of whether the claim or lien is disputed. As discussed above, the Debtor's only secured creditor is Citibank, which, as of the commencement of the Debtor's chapter 11 case, has an undisputed secured claim in the approximate amount of \$1.4 million. Citibank's contact information is as follows:

Raymond Kurzum
Senior Vice President
601 Lexington Avenue, 15th Floor
New York, NY 10022
(212) 559-6286
raymond.kurzum@citi.com

15. Pursuant to Local Rule 1007-2(a)(6), the Debtor is required to set forth a summary of its assets and liabilities. A summary of the Debtor's assets and liabilities is set forth in Exhibit "B" attached hereto.

16. Pursuant to Local Rule 1007-2(a)(7), the Debtor is required to disclose whether any of the Debtor's securities are publicly held. None of the Debtor's securities are publicly held.

17. Pursuant to Local Rule 1007-2(a)(8), the Debtor is required to set forth a list of all property in the possession or custody of any custodian, public officer, mortgagee, pledgee, assignee of rents, secured creditor, or agent for any such entity, giving the name, address, and telephone number of such entity, and the location of the court in which any proceeding relating thereto is pending. None of the Debtor's property is so held.

18. Pursuant to Local Rule 1007-2(a)(9), the Debtor is required to set forth a list of the premises owned, leased, or held under other arrangement from which it operates its business. The Debtor leases its offices, which are located at 740 Broadway, 4th Floor, New York, NY 10003. However, as set forth above, the Debtor will vacate the Premises shortly and surrender it to the Landlord.

19. Pursuant to Local Rule 1007-2(a)(10), the Debtor is required to disclose the location of its substantial assets, the location of its books and records, and the nature, location, and value of any assets held by the Debtor outside the territorial limits of the United States. The Debtor's primary assets are its accounts receivable. The Debtor's books and records are located at the Premises.

20. Pursuant to Local Rule 1007-2(a)(11), the Debtor is required to set forth a list of the nature and present status of each action or proceeding, pending or threatened,

against it or its property where a judgment against it or a seizure of its property may be imminent. Such information is set forth in Exhibit "C" attached hereto.

21. Pursuant to Local Rule 1007-2(a)(12), the Debtor is required to disclose the names of the individuals who comprise its respective existing senior management, their tenure, and a brief summary of their relevant responsibilities and experience. As set forth above, I am Senior Managing Partner of the Debtor and am responsible for and direct all operational, financial, and administrative matters. I have been a partner of the Debtor since January 1985. Pamela Jerome and Jack Esterson had been partners since January 1, 2007 and July 25, 2005, respectively. Daniel Mulcair is the Debtor's Chief Financial Officer. He was appointed CFO in August 2012 after having served as Controller for approximately 10 years. Roy Cleveland Adams is the Debtor's Chief Operating Officer. He was appointed COO on January 1, 2015 after having been a Senior Associate of Architecture for approximately one (1) year.

22. Pursuant to Local Rule 1007-2(b)(1)-(2)(A), the Debtor is required to disclose the estimated amount of weekly payroll to employees (not including officers, directors, and stockholders) and the estimated amount to be paid to owners, directors, and financial and business consultants retained by it for the 30-day period following the filing of its chapter 11 petition. Pursuant to Local Rule 1007-2(b)(3), the Debtor also is required to disclose for the 30-day period following the filing of its chapter 11 petition, a list of its estimated cash receipts and disbursements, net cash gain or loss, and obligations and receivables expected to accrue that remain unpaid, other than professional fees. All such information is set forth in the interim 30-

day budget attached hereto as Exhibit "D."

Dated: New York, New York
July 27, 2015

/s/ Harry Spring
Harry Spring,
Senior Managing Partner

EXHIBIT A

B4 (Official Form 4) (12/07)

**United States Bankruptcy Court
Southern District of New York**

In re Wank Adams Slavin Associates LLP

Debtor(s)

Case No. _____

Chapter 11

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, 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; Fed. R. Bankr. P. 1007(m).

(1)	(2)	(3)	(4)	(5)
<i>Name of creditor and complete mailing address including zip code</i>	<i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	<i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	<i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	<i>Amount of claim [if secured, also state value of security]</i>
A. Esteban & Company 132 West 36th Street, FL. 10 Attn.: Chris Esteban New York, NY 10018	A. Esteban & Company 132 West 36th Street, FL. 10 Attn.: Chris Esteban New York, NY 10018	Trade debt		127,044.00
AECOS, Ltd. Rosenberg Feldman Smith, LLP 551 Fifth Avenue, 24th Flr. New York, NY 10176	AECOS, Ltd. Rosenberg Feldman Smith, LLP 551 Fifth Avenue, 24th Flr. New York, NY 10176	State Court Action	Contingent	988,792.00
Aetna Life Insurance Company 151 Farmington Avenue Attn: General Counsel Hartford, CT 06154	Aetna Life Insurance Company 151 Farmington Avenue Attn: General Counsel Hartford, CT 06154	Trade debt		137,717.00
American Express PO Box 360001 Ft. Lauderdale, FL 33336	American Express PO Box 360001 Ft. Lauderdale, FL 33336	Trade debt		33,018.48
Architectural Preservation Attn: Pamela Jerome 740 Broadway New York, NY 10003	Architectural Preservation Attn: Pamela Jerome 740 Broadway New York, NY 10003	Trade debt		98,552.00
Desimone Consulting Engineers Attn.: Ben Downing 55 Church Street, 4th Fl. New Haven, CT 06510	Desimone Consulting Engineers Attn.: Ben Downing 55 Church Street, 4th Fl. New Haven, CT 06510	Trade debt		90,540.00
KS Engineers P.C. Attn.: Kamal Shahid 494 Broad St Newark, NJ 07102	KS Engineers P.C. Attn.: Kamal Shahid 494 Broad St Newark, NJ 07102	Trade debt		39,740.00
Lafayette-Astor Associates LLC c/o Lasser Law Group, PLLC 10 East 39th Street, 12th Fl New York, NY 10016	Lafayette-Astor Associates LLC c/o Lasser Law Group, PLLC 10 East 39th Street, 12th Fl New York, NY 10016	Judgment		427,882.22

B4 (Official Form 4) (12/07) - Cont.

In re **Wank Adams Slavin Associates LLP**

Case No. _____

Debtor(s)

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS
(Continuation Sheet)

(1)	(2)	(3)	(4)	(5)
<i>Name of creditor and complete mailing address including zip code</i>	<i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	<i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	<i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	<i>Amount of claim [if secured, also state value of security]</i>
Liberty Personnel Services 410 Feheley Drive King of Prussia, PA 19406	Liberty Personnel Services 410 Feheley Drive King of Prussia, PA 19406	Trade debt		21,675.00
Mathews Nielsen Attn.: Signe Nielsen 120 Broadway New York, NY 10271	Mathews Nielsen Attn.: Signe Nielsen 120 Broadway New York, NY 10271	Trade debt		43,646.00
McLaren Engineering Group Attn.: Steven L. Grogg 100 Snake Hill Road West Nyack, NY 10994	McLaren Engineering Group Attn.: Steven L. Grogg 100 Snake Hill Road West Nyack, NY 10994	Trade debt		58,259.00
Metropolis Group, Inc. Attn.: Frank Fortino 22 Cortlandt Street New York, NY 10007	Metropolis Group, Inc. Attn.: Frank Fortino 22 Cortlandt Street New York, NY 10007	Trade debt		56,010.00
Narov Associates Attn.: Fruma Narov 10 Holder Place, #4B Forest Hills, NY 11375	Narov Associates Attn.: Fruma Narov 10 Holder Place, #4B Forest Hills, NY 11375	Trade debt		30,569.00
Pennoni Associates, Inc. Attn.: Todd M. Hay 105 Fieldcrest Avenue Edison, NJ 08837	Pennoni Associates, Inc. Attn.: Todd M. Hay 105 Fieldcrest Avenue Edison, NJ 08837	Trade debt		54,158.00
Precision Environmental Inc. Attn.: Tony DiGeronimo 60 Forest Avenue Cortlandt Manor, NY 10567	Precision Environmental Inc. Attn.: Tony DiGeronimo 60 Forest Avenue Cortlandt Manor, NY 10567	Trade debt		21,010.00
Procida Construction Corp. Attn.: Mario Procida 456 East 173rd Street Bronx, NY 10457	Procida Construction Corp. Attn.: Mario Procida 456 East 173rd Street Bronx, NY 10457	Trade debt		25,000.00
RJ Green Construction Group Attn.: M. Arif Mughal 814 Coney Island Avenue Brooklyn, NY 11218	RJ Green Construction Group Attn.: M. Arif Mughal 814 Coney Island Avenue Brooklyn, NY 11218	Trade debt		23,200.00
Severud Associates Attn.: Edward M. DePaola 469 Seventh Avenue New York, NY 10018	Severud Associates Attn.: Edward M. DePaola 469 Seventh Avenue New York, NY 10018	Trade debt		48,700.00
Techmind Consulting, Inc. Attn.: Stephen Fishkin 740 Broadway New York, NY 10003	Techmind Consulting, Inc. Attn.: Stephen Fishkin 740 Broadway New York, NY 10003	Trade debt		37,219.00
Weidlinger Associates, Inc. Attn.: Peter DiMaggio 40 Wall Street New York, NY 10005	Weidlinger Associates, Inc. Attn.: Peter DiMaggio 40 Wall Street New York, NY 10005	Trade debt		34,346.00

B4 (Official Form 4) (12/07) - Cont.

In re Wank Adams Slavin Associates LLP
Debtor(s)

Case No. _____

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS
(Continuation Sheet)

**DECLARATION UNDER PENALTY OF PERJURY
ON BEHALF OF A CORPORATION OR PARTNERSHIP**

I, the Senior Managing Partner of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing list and that it is true and correct to the best of my information and belief.

Date July 27, 2015

Signature /s/ Harry Spring
Harry Spring
Senior Managing Partner

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.

EXHIBIT B

WASA LLP Balance Sheet (Cash Basis)

Friday, July 24, 2015

WANK ADAMS SLAVIN ASSOCIATES LLP

As of 6/30/15

3:37:04 PM

Balance

Assets

1000	GOODWILL	\$55,510
	Subtotal	\$55,510
1100	Cash-Chase Operating	(\$1,341)
1105	Petty Cash	\$1,500
1108	COMMERCE-OPERATING ACCOUNT	\$2,950
1109	COMMERCE - PAYROLL	(\$1,153,880)
1112	COMMERCE-WASA FSA	\$5
1115	WASA-Transit	(\$149)
1121	CITIBANK-OPERATING ACCOUNT	\$117,578
1122	CITIBANK - PAYROLL	\$1,160,152
	Subtotal	\$126,814
1400	DUE FROM EMPLOYEES	\$1,800
1480	DUE FROM PARTNERS - CAPITAL	\$51,296
1482	DUE FROM PARTNERS - ADVANCES	\$195,230
1485	Miscellaneous Receivables	\$22,468
	Subtotal	\$270,794
1500	Leasehold Improvements	\$254,184
1501	Accumm. Deprec. - Leasehold Imp	\$1,777
1502	Office & Computer Equip	\$231,568
1503	Accum. Depr.-Office & Comp. Eq	(\$178,204)
1504	Equipment - Capitalized Leases	\$155,348
1505	Accum. Depr.-Capitalized Equip	(\$321,446)
1590	Intangible Asset - Acquisition	\$186,000
1591	Accum. Amortization - Intang	(\$122,966)
	Subtotal	\$206,261
	Total Assets	\$659,379

Liabilities

2025	401(K)	\$38,093
2026	Garnishments	\$608
2028	Transit 1 Deferrals	\$1,832
2029	FSA Deferrals	\$15,966
2030	Exchange	\$100,342
	Subtotal	\$156,841
2400	Line of Credit	\$1,047,377
2410	Cap. Leases/Fixed Term Loan Payable	\$357,793
	Subtotal	\$1,405,170
	Total Liabilities	\$1,562,011

Net Worth

2516	CAPITAL -SPRING	\$344,700
2523	CAPITAL - PESSAH	\$55,900

WASA LLP Balance Sheet (Cash Basis)

As of 6/30/15

Friday, July 24, 2015 - 3:37:06 PM

		Balance
2528	CAPITAL - JEROME	\$15,000
2539	CAPITAL - ESTERSON	\$119,400
	Subtotal	\$535,000
3200	UNDISTRIBUTED PROFIT (CASH)	(\$231,488)
3299	Retained Earnings	(\$1,206,144)
	Subtotal	(\$1,437,632)
	Total Net Worth	(\$902,632)
	Total Liabilities and Net Worth	\$659,379

EXHIBIT C

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
AECOS v. WASA, LLP Index No. 652378/2014	Breach of Contract	Supreme Court of the State of New York County of New York	Pending
Lafayette Astor Associates, L.L.C. v. Wank Adams Slavin Associates LLP 61953/15	Landlord-Tenant	Civil Court of the City of New York County of New York	Pending
XIN Development Management East, LLC v. Wank Adams Slavin Associates LLP Case No. 01-15-0003-4678	Breach of Contract	Arbitration (American Arbitration Association)	Pending
Clevenger Frable Lavallee, Inc. v. Wank Adams Slavin Associates LLP a/k/a WASA Studio Index No. 016665/2015	Breach of contract	Civil Court of the City of New York, County of New York 111 Centre Street New York, NY 10013	Pending

EXHIBIT D

Wank Adams Slavin Associates LLP
Projected Income Statement - Cash Basis
Period of July 27, 2015 through August 23, 2015

Description	7/27/15 Through 8/2/15	8/3/15 Through 8/9/15	8/10/15 Through 8/16/15	8/17/15 Through 8/23/15	Total 28-Day Period
Revenue:					
Projected Cash Receipts (A)	\$117,424	\$49,935	\$106,970	\$93,954	\$368,283
Total Revenue	\$117,424	\$49,935	\$106,970	\$93,954	\$368,283
Expenses:					
Officer's Salary - Employee	\$0	\$2,452	\$2,452	\$2,452	\$7,356
Salaries & Wages - Other Employees	\$0	\$4,327	\$2,827	\$2,827	\$9,981
Payroll Taxes	\$0	\$542	\$422	\$422	\$1,387
Collection Expenses (B)	\$2,000	\$3,875	\$3,500	\$2,000	\$11,375
Group Insurance (C)		\$33,991	\$0	\$0	\$33,991
Rent & Utilities (D)	\$8,890	\$8,890	\$0	\$0	\$17,780
Prof. Liability / All Other Misc. Insurance (E)	\$0	\$0	\$5,000	\$70,995	\$75,995
Total Expenses	\$10,890	\$54,077	\$14,201	\$78,696	\$157,864
Net Income From Operations	\$106,534	(\$4,142)	\$92,769	\$15,258	\$210,419

(A) In addition to the projected cash receipts, the Debtor anticipates that it will bill approximately \$300,000 during the wind-down period relating to services rendered pre-petition.

(B) Expenses associated with collection of accounts receivable and additional billings including, but not limited to, the filing of mechanics liens for services rendered to developers, reproductions, postage, computer, courier, and telephone.

(C) Health insurance subject to court order.

(D) Projected rent due for the period pending eviction which Debtor anticipates will be on or around 8/7/15. Upon eviction, the Debtor will occupy offices located at 740 Broadway, 10th Floor, New York, NY 10003 free of charge.

(E) Includes payment of premium with respect to one-year professional liability tail insurance policy, which renews 8/22/15, and monthly premiums with respect to other general liability insurance policies.

**RESOLUTIONS ADOPTED BY WRITTEN
CONSENT OF WANK ADAMS SLAVIN ASSOCIATES LLP**

WHEREAS, Wank Adams Slavin Associates LLP d/b/a WASA Studio, a limited liability partnership organized under the laws of the state of New York (the “**Company**”), has determined that it is desirable that a petition be filed by the Company seeking relief under the provisions of chapter 11 of title 11 of the United States Code (“the “**Bankruptcy Code**”).

NOW, THEREFORE, BE IT RESOLVED, that Harry Spring, the Senior Managing Partner of the Company, and any other person designated and so authorized to act (each, an “**Authorized Partner**”) of the Company be, and each hereby is, authorized, empowered, and directed, in the name and on behalf of the Company, to execute and verify a petition under chapter 11 of the Bankruptcy Code and to cause the same to be filed in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) at such time as the Authorized Partner executing the petition shall determine; and it is further

RESOLVED, that the law firm of Rosen & Associates, P.C., 747 Third Avenue, New York, New York 10017-2803, is hereby employed as attorneys for the Company in the Company’s chapter 11 case; and it is further

RESOLVED, that any Authorized Partner be, and hereby is, authorized, empowered, and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors, and other professionals and to take and perform any and all further acts and deeds that such Authorized Partner deems necessary, proper, or desirable in connection with the

Company's chapter 11 case, with a view to the successful prosecution of such case; and it is further

RESOLVED, that each Authorized Partner, and such other partners of the Company as the Authorized Partners shall from time to time designate, be, and each hereby is, authorized, empowered and directed, in the name and on behalf of the Company to: (i) negotiate, execute, deliver and/or file, in addition to the agreements, documents, and instruments referenced herein, such other agreements, documents and instruments and assignments thereof as may be required or as such Authorized Partners deem appropriate or advisable, or to cause the negotiation, execution and delivery thereof, in the name and on behalf of the Company in such form and substance as such Authorized Partners may approve, together with such changes and amendments to any of the terms and conditions thereof as such partners may approve, with the execution and delivery thereof on behalf of the Company by or at the direction of such Authorized Partners to constitute evidence of such approval, (ii) negotiate, execute, deliver and/or file, in the name and on behalf of the Company any and all agreements, documents, certificates, consents, filings, and applications relating to the resolutions adopted and matters ratified or approved herein and the transactions contemplated thereby, and amendments and supplements to any of the foregoing, and to take such other actions as may be required or as such Authorized Partners deem appropriate or advisable in connection therewith, and (iii) do such other things as may be required, or as may in their judgment be appropriate or advisable, in order to effectuate fully the resolutions adopted and matters ratified or approved herein and the consummation of the transactions contemplated thereby; and it is further

RESOLVED, that each Authorized Partner be, and each hereby is, authorized and empowered on behalf of and in the name of the Company to execute such consents of the Company as such Authorized Partner considers necessary, proper, or desirable to effectuate these resolutions, such determination to be evidenced by such execution or taking of such action; and it is further

RESOLVED, that any and all past action heretofore taken by an Authorized Partner of the Company in the name and on behalf of the Company in furtherance of any or all of the preceding resolutions be, and the same hereby is, ratified, confirmed, and approved.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed effective as of July 27, 2015.

SENIOR MANGING PARTNER:

/s/ Harry Spring
Harry Spring

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YUTA KUSAKARI
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BAYONNE, NJ 07002

**United States Bankruptcy Court
Southern District of New York**

In re Wank Adams Slavin Associates LLP

Debtor(s)

Case No. _____
Chapter

11

CORPORATE OWNERSHIP STATEMENT (RULE 7007.1)

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and to enable the Judges to evaluate possible disqualification or recusal, the undersigned counsel for Wank Adams Slavin Associates LLP in the above captioned action, certifies that the following is a (are) corporation(s), other than the debtor or a governmental unit, that directly or indirectly own(s) 10% or more of any class of the corporation's(s') equity interests, or states that there are no entities to report under FRBP 7007.1:

None [*Check if applicable*]

July 27, 2015

Date

/s/ Sanford P. Rosen

Sanford P. Rosen (SR-4966)

Signature of Attorney or Litigant

Counsel for Wank Adams Slavin Associates LLP

Rosen & Associates, P.C.

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