

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

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TRUMP PLAZA LLC,

Index No. /2009

Plaintiff,

-against-

TRUMP PLAZA OWNERS, INC.,

Defendant.

**SUMMONS**

Plaintiff designates  
New York County as the  
Place of Trial.

The basis of venue is:  
Plaintiff's place of business is  
located in New York County

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YOU ARE HEREBY SUMMONED TO ANSWER THE COMPLAINT in this action and to serve a copy of your answer, or a notice of appearance, on Plaintiff's attorneys within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after the service is complete if the summons is not personally delivered to you within the State of New York; and in the case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York  
May 14, 2009

BELKIN BURDEN WENIG & GOLDMAN, LLP  
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270 Madison Avenue  
New York, New York 10016  
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By:

  
JEFFREY L. GOLDMAN, ESQ.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

TRUMP PLAZA LLC,  
  
Plaintiff,  
  
-against-  
  
TRUMP PLAZA OWNERS, INC.,  
  
Defendant.

Index No.: /09

**VERIFIED COMPLAINT**

Plaintiff Trump Plaza LLC (“Plaintiff”), by its attorneys, Belkin Burden Wenig & Goldman LLP, as and for its verified complaint against defendant Trump Plaza Owners, Inc., alleges as follows:

1. Plaintiff is a New York limited liability company with an office and place of business at 725 Fifth Avenue, New York, New York 10022, and is authorized to do business in the State of New York.

2. Defendant Trump Plaza Owners, Inc. (“Trump Plaza”) is, upon information and belief, a New York cooperative corporation with an office and place of business c/o Belmarc Realty, 936 Broadway, New York, New York 10010.

3. Plaintiff is the tenant of two (2) buildings known as and located at 163 East 61<sup>st</sup> Street, New York, New York and 165 East 61<sup>st</sup> Street, New York, New York (“163”, “165” or, collectively, the “Townhouses”) and certain non-residential portions of 167 East 61<sup>st</sup> Street, New York, New York (the “Tower Building” or, collectively with the Townhouses, the “Buildings”) pursuant to a lease made as of March 1, 1984 between Trump Plaza as owner and Plaintiff’s predecessor as tenant (the “Lease”).

4. The Townhouses are occupied by residential tenants pursuant to rental agreements between Plaintiff and said tenants.

5. Trump Plaza is the owner and landlord of the Buildings.

6. Pursuant to Part I of Trump Plaza's Offering Plan (the "Plan"), Trump Plaza is responsible for performing routine repairs and maintenance with respect to public areas of the Townhouses.

7. Pursuant to Part I of the Plan, Trump Plaza is responsible for performing such routine repairs and maintenance services for the subtenants of the Townhouses as it performs for the tenant-shareholders in the Tower Building.

8. Pursuant to paragraph 48(A) of the Lease, Trump Plaza is obligated to maintain and repair the public portions of the Tower Building including, but not limited to, the store premises, garage premises and laundry room demised to Plaintiff under the Lease.

9. Pursuant to paragraph 71(i) of the Lease, Trump Plaza is obligated to provide all cleaning and maintenance services to residents of the Townhouses as are provided to residents and occupants of the Tower Building including, but not limited to, landscape maintenance, cleaning of common and public areas, rubbish removal, and cleaning and clearing of sidewalks, walkways and driveways on or adjacent to the Townhouses.

10. Pursuant to paragraph 71(ii) of the Lease, Trump Plaza is obligated to provide all services to residents of the Townhouses as are provided by Trump Plaza's employees to residents and occupants of the Tower Building including, but not limited to, the routine repair and maintenance of the heating, ventilating and air-conditioning facilities servicing the Townhouses and the plumbing and related facilities in the Townhouses.

11. Pursuant to the Plan, Trump Plaza is obligated to maintain and keep all of the Buildings in good repair.

12. Pursuant to the Lease, Trump Plaza is obligated to keep the Townhouses in good repair.

13. Pursuant to the Lease, Trump Plaza is obligated to make all repairs to the Townhouses necessitated by reasonable wear and tear, obsolescence, and damage from the elements, fire, or other casualty.

14. Trump Plaza has breached its obligations under the Plan to keep the Townhouses in good repair.

15. Trump Plaza has breached its obligations under the Lease to keep the Townhouses in good repair.

16. Since in or about 2007, the roofs on the Townhouses have been leaking, with water infiltrating the Townhouses and apartments therein.

17. In or about 2007, Trump Plaza or its agents patched the roofs on the Townhouses, but the repair work was not done in a workmanlike fashion and should have been replaced, not patched.

18. Upon information and belief, the roofs on the Townhouses have reached the end of their useful lives.

19. The roofs on the Townhouses have not been properly maintained and repaired by Trump Plaza.

20. Upon information and belief, the roofs on the Townhouses need to be replaced with new roofs.

21. Since in or about 2007, the drain lines and leaders to funnel water from the Townhouses' roofs have not worked properly, contributing to water collecting on the Townhouses roofs and leaking into the Townhouses.

22. Since in or about 2007, drain lines and leaders to funnel water from the Townhouses' roofs have needed replacement.

23. Upon information and belief, the drain lines and leaders on the roofs of the Townhouses have reached the end of their useful lives.

24. The drain lines and leaders on the roofs of the Townhouses have not been properly maintained and repaired by Trump Plaza.

25. Upon information and belief, the drain lines and leaders on roofs on the Townhouses need to be replaced with new drain lines and leaders.

26. Since in or about 2007, the doors to the basements of the Townhouses have been inadequately waterproofed and sealed, causing water to leak into the Townhouses' basements.

27. Since in or about 2007, the doors to the basements of the Townhouses have needed replacement or repair.

28. Upon information and belief, the doors to the basements of the Townhouses have reached the end of their useful lives.

29. The doors to the basements of the Townhouses have not been properly maintained and repaired by Trump Plaza.

30. Upon information and belief, the doors to the basements of the Townhouses need to be replaced with new waterproofed doors.

31. Trump Plaza owns, operates and maintains a water wall and planters (collectively the "Water Wall") on its property, which Water Wall abuts 165.

32. Since in or about 2007, the Water Wall has caused water infiltration into 165, a problem which has continued to date, notwithstanding that the Water Wall was not activated in calendar year 2008.

33. Trump Plaza has not operated the Water Wall in calendar year 2008 because of Plaintiff's complaints about water infiltration into 165.

34. Even without the Water Wall operating, water infiltration continues.

35. The Water Wall has not been properly maintained and repaired by Trump Plaza.

36. Water infiltration into the Townhouses caused by the defective roofs, drain lines and leaders, and the doors to the basements have caused or

contributed to structural damage to load bearing beams and headers in the basement of 165, spalling of the foundation wall in the basement of 165, ceiling, wall and floor damage to various apartments in the Townhouses, mildew problems in various apartments and basements in the Townhouses, spalling of other areas of the Townhouses' foundation walls, and creating conditions conducive to mold growth.

37. Water infiltration into 165 caused by the Water Wall has caused or contributed to structural damage to load bearing beams and headers in the basement of 165, spalling of the foundation wall in the basement of 165, ceilings, wall and floor damage to various apartments in 165, mildew problems in various apartments and basements in 165, and spalling of other areas of 165's foundation walls.

38. In or about July 2007, Plaintiff notified Trump Plaza's managing agent of the water leaks into 165 caused by the Water Wall, and of the other problems hereof and that pursuant to the Lease and the Plan, Trump Plaza was responsible for, and required to, remedy the defective conditions related to water infiltration into the Townhouses.

39. By letter dated December 5, 2007, Plaintiff notified Trump Plaza's managing agent in writing of continuing problems and expenses being incurred by Plaintiff as a result of the water leaks into 165 caused by the Water Wall and of problems with the HVAC equipment located on the roofs of the Townhouses.

40. On or about January 28, 2008 Plaintiff's representatives and Trump Plaza's representatives met at the Buildings, inspected the Water Wall and the planter appurtenant to the Water Wall, and the portions of 165 damaged by the water leaks.

41. By letter dated February 26, 2008, Plaintiff memorialized the findings of the January 28, 2008 meeting and provided Trump Plaza with a copy of the report by Plaintiff's consulting structural engineer documenting the problems affecting the Townhouses and setting forth the consultant's conclusions and recommendations to address the problems affecting the Townhouses.

42. In letters dated March 20, 2008, April 28, 2008, May 16, 2008 and August 4, 2008, Plaintiff reiterated its concerns with the defective conditions causing damage in and to the Townhouses and its demands that Trump Plaza comply with its obligations to make necessary repairs.

43. Trump Plaza failed and refused to do so.

44. Upon information and belief, other than not activating the Water Wall in calendar year 2008, Trump Plaza has done nothing to eliminate the leaks into 165 from or around the Water Wall or its appurtenant planter.

45. By letter dated November 5, 2008, demand was made that Trump Plaza address the defective conditions causing damage in and to the Townhouses, provide Plaintiff with a detailed proposal for correcting the defective conditions, and reimburse Plaintiff for expenses already incurred by Plaintiff.

46. Trump Plaza has failed and refused to comply with Plaintiff's demands as detailed in the November 5, 2008 letter.

47. In or about December, 2008, Trump Plaza or its agents erected scaffolding around the Townhouses.

48. In letters dated December 19, 2008, March 30, 2009, April 21, 2009, and May 5, 2009, Plaintiff In letters dated March 20, 2008, April 28, 2008, May 16, 2008 and August 4, 2008, Plaintiff reiterated demands that Trump Plaza comply with its obligations to make the necessary repairs, and the notified Trump Plaza of the hardship being imposed on the Townhouse tenants by the Scaffolding.

49. Trump Plaza persisted in its refusal to make necessary repairs, and refused to provide any timetable for removal of the Scaffolding.

50. Notwithstanding Defendant's breaches of the Lease and obligations under the Law, Plaintiff has paid rent pursuant to the Lease.

51. On or about May 12, 2009, Trump Plaza commenced an action in the Supreme Court, New York County captioned *Trump Plaza Owners, Inc. v. The*

*Trump Corporation*, under index number 601465/09 seeking, *inter alia*, unpaid rent and Plaintiff's eviction from the Buildings (the "Eviction Action").

### **AS AND FOR A FIRST CAUSE OF ACTION**

52. Plaintiff repeats, repleads and realleges each and every allegation contained in paragraphs 1 through 51 of the complaint as if more fully set forth herein.

53. Plaintiff is entitled to the quiet enjoyment of the Townhouses.

54. Plaintiff is entitled to safe, habitable, and secure use and possession of the Townhouses.

55. Upon information and belief, Trump Plaza believes it has complied with its obligations under the Plan to repair and maintain the Townhouses.

56. Upon information and belief, Trump Plaza believes it has complied with its obligations under the Lease to repair and maintain the Townhouses.

57. Upon information and belief, Trump Plaza believes it has properly maintained and repaired the Buildings.

58. Accordingly, a justiciable controversy exists necessitating a declaration by this Court determining the rights and obligations of the parties regarding Trump Plaza's obligation to properly repair and maintain the Buildings in general and the Townhouses in particular.

59. Plaintiff respectfully requests a judgment declaring that Trump Plaza has failed to properly maintain and repair the Buildings and the Townhouses and is in violation of the Plan and the Lease.

### **AS AND FOR A SECOND CAUSE OF ACTION**

60. Plaintiff repeats, repleads and realleges each and every allegation contained in paragraphs 1 through 59 of the complaint as if more fully set forth herein.



61. Upon information and belief, Trump Plaza's breach of its obligations under the Plan and the Lease has and/or may expose Plaintiff, as landlord of the apartments in the Townhouses, to damages, costs and expenses, for failure to maintain the apartments or abate and repair the defective conditions therein.

62. The defective conditions in the apartments in the Townhouses at all times relevant to this action are the result of Trump Plaza's malfeasance or nonfeasance.

63. Upon information and belief, Trump Plaza mistakenly believes it is not responsible for the defective conditions in the Townhouses.

64. Upon information and belief, Trump Plaza mistakenly believes it is not liable to any of the residents or occupants for any of the defective conditions in the Townhouses.

65. Upon information and belief, Trump Plaza mistakenly believes it is not liable for fines and penalties, and other costs and expenses which may be assessed to or incurred by Plaintiff as a result of Trump Plaza's failure to maintain the apartments in the Townhouses or abate and repair the defective conditions therein.

66. Accordingly, a justiciable controversy exists necessitating a declaration by this Court determining the rights and obligations of the parties regarding Trump Plaza's obligation to properly repair and maintain the Buildings in general and the Townhouses in particular.

67. Plaintiff respectfully requests a judgment declaring that Trump Plaza shall indemnify Plaintiff for all damages, costs and expenses incurred by Plaintiff which are the result of Trump Plaza's malfeasance or nonfeasance.

### **AS AND FOR A THIRD CAUSE OF ACTION**

68. Plaintiff repeats, repleads and realleges each and every allegation contained in paragraphs 1 through 67 of the complaint as if more fully set forth herein.

69. Trump Plaza has failed to comply with the terms of the Plan and has failed to properly maintain and repair the Townhouses, resulting in water infiltration through the roofs and walls, and causing physical damage to Townhouses and the apartments therein.

70. Trump Plaza has failed to comply with the terms of the Lease and has failed to properly maintain and repair the Townhouses, resulting in water infiltration through the roofs and walls, and causing physical damage to Townhouses and the apartments therein.

71. Upon information and belief, in addition to causing physical damage to the Townhouses, the water infiltration into the Townhouses has compromised and continues to compromise the physical integrity of the load bearing structures and foundation of the Townhouses and creates an unreasonable risk of damage or casualty to the Townhouses.

72. Plaintiff is entitled to an order from this Court directing Trump Plaza to specifically perform its obligations under the Plan and the Lease to maintain and repair the Townhouses, by replacing the defective roofs, drain lines and leaders on the Townhouses, and the doors to the basements of the Townhouses, and the Water Wall, to eliminate the water infiltration into the Townhouses.

73. Plaintiff is entitled to an order from this Court directing Trump Plaza to specifically perform its obligations under the Plan and the Lease to maintain and repair the Water Wall and all appurtenant fixtures and installations to eliminate the water infiltration into 165.

74. Plaintiff is entitled to an order from this Court directing Trump Plaza to specifically perform its obligations under the Plan and the Lease to repair all damages to the Townhouses including, but not limited to, structural damage and damage to the foundations, caused or exacerbated by the water infiltration into the Townhouses.

75. Plaintiff has no adequate remedy at law.

#### **AS AND FOR A FOURTH CAUSE OF ACTION**

76. Plaintiff repeats, repleads and realleges each and every allegation contained in paragraphs 1 through 75 of the complaint as if more fully set forth herein.

77. Trump Plaza has failed to comply with its obligations under the Plan to properly repair and maintain the Buildings.

78. Trump Plaza has failed to comply with its obligations under the Lease to properly repair and maintain the Buildings.

79. As a result of Trump Plaza's failure to comply with its obligations under the Plan and the Lease, water infiltration into the Townhouse has occurred since in or about 2007.

80. As a result of Trump Plaza's failure to comply with its obligations under the Plan and the Lease, Plaintiff has been required to make repairs and replacements in and to the Townhouses which were Trump Plaza's obligation to perform.

81. To date, Plaintiff has suffered monetary damages.

82. Upon information and belief, in the future, Plaintiff will be required to make repairs and replacements in and to the Townhouses which are and will be Trump Plaza's obligation to perform.

83. Plaintiff is entitled to a money judgment against Trump Plaza in an amount to be determined at trial, but believed to be in excess of \$1,000,000.00, as a result of Trump Plaza's breach of its obligations under the Plan and the Lease to maintain the Buildings.

### **AS AND FOR A FIFTH OF ACTION**

84. Plaintiff repeats, repleads and realleges each and every allegation contained in paragraphs 1 through 83 of the complaint as if more fully set forth herein.

85. Trump Plaza, as owner and landlord of the Townhouses, has an obligation to perform its obligations under the Plan and the Lease and properly maintain and repair the Buildings.

86. Trump Plaza has, despite repeated demands by and from Plaintiff, in writing and at meetings of the parties or their representatives, failed and refused to take all necessary and proper repairs necessary to eliminate the water infiltration problems affecting the Townhouses.

87. Trump Plaza has, upon information and belief, elected not to undertake all necessary and proper repairs necessary to eliminate the water infiltration problems affecting the Townhouses due to the cost of such repairs.

88. Trump Plaza, by its duly elected Board of Directors, has a duty to exercise reasonable care, diligence, and prudence in the course of its operation, maintenance and repair of the Buildings.

89. Trump Plaza, as a party to the Lease, has a good faith duty to maintain and repair the Buildings in a proper manner and must proceed with diligence to repair and maintain the Buildings.

90. Trump Plaza, by its duly elected Board of Directors, breached its duty to maintain and repair the Buildings in a proper manner and to proceed with

diligence to repair and maintain the Buildings and eliminate the water infiltration problems affecting the Townhouses.

91. Trump Plaza's failure to maintain and properly repair the Buildings to eliminate the water infiltration problems affecting the Townhouses was wrongful and was made in bad faith.

92. Trump Plaza failed to exercise reasonable care, diligence, and prudence in maintaining and repairing the Building.

93. Trump Plaza's failure to act in good faith in dealing with Plaintiff's claims and the breach of its duty act in good faith in the discharge of its obligations under the Plan and the Lease has proximately caused Plaintiff to suffer damages in an amount to be determined at trial.

94. By virtue of the foregoing, Trump Plaza is liable to Plaintiff in an amount to be determined at trial, but believed to be in excess of \$1,000,000.00.

**AS AND FOR A SIXTH CAUSE OF ACTION**

95. Plaintiff repeats, realleges and reiterates each of the allegations contained in paragraph 1 through 94 of the complaint, as if more fully set forth below.

96. Section 27-127 of the Building Code of the City of New York (the "Building Code") mandates:

All buildings and all parts thereof shall be maintained in a safe condition. . . .

97. The purpose of the Building Code is:

To provide reasonable minimum requirements and standards, based upon current scientific and engineering knowledge, experience and techniques and the utilization of modern machinery, equipment, materials, and forms and methods of construction, for the regulation of building construction in the City of New York and the interest of

public safety, health and welfare, and with due regard for building construction and maintenance costs.

98. Plaintiff is a member of the class that the Building Code was designed to protect.

99. Plaintiff's tenants in the Townhouses are members of the class that the Building Code was designed to protect.

100. Trump Plaza has failed to comply with its obligations under the Building Code to repair and maintain the Water Wall.

101. By failing to repair and maintain the Water Wall, Trump Plaza has caused and permitted damage to 165 and has caused, and is causing, unsafe and dangerous conditions in 165.

102. By failing to repair and maintain the Water Wall, Trump Plaza has violated §27-127 of the Building Code.

103. Trump Plaza's violation of §27-127 of the Building Code constitutes negligence *per se*.

104. Plaintiff is entitled to a money judgment against Trump Plaza in an amount to be determined at trial, but believed to be in excess of \$500,000.00, as a result of Trump Plaza's breach of its obligations under §27-127 of the Building Code to repair and maintain the Water Wall.

#### **AS AND FOR A SEVENTH CAUSE OF ACTION**

105. Plaintiff repeats, realleges and reiterates each of the allegations contained in paragraphs 1 through 104 of the complaint as if more fully set forth below.

106. Trump Plaza's violation of §27-127 of the Building Code constitutes negligence.

107. Plaintiff is entitled to a money judgment against Trump Plaza in an amount to be determined at trial, but believed to be in excess of \$500,000.00, as a

result of Trump Plaza's breach of its obligations under §27-127 of the Building Code to repair and maintain the Water Wall.

**AS AND FOR AN EIGHTH CAUSE OF ACTION**

108. Plaintiff repeats, repleads and realleges each and every allegation contained in paragraphs 1 through 107 of the complaint as if more fully set forth herein.

109. Trump Plaza or its agents have erected scaffolding around the Townhouses (the "Scaffolding").

110. Despite erecting the Scaffolding, Trump Plaza has done no substantive work on or around the Townhouses to address the defective conditions therein.

111. Upon information and belief, Trump Plaza made representations to obtain a scaffolding permit which are not accurate as no work is being performed.

112. The signage on the Scaffolding has become decrepit, unsightly and of poor quality.

113. The Scaffolding has interfered with the business of the commercial tenants in the Townhouses.

114. Trump Plaza has made no effort to accommodate the commercial tenants who have been adversely affected by the scaffolding.

115. Two (2) commercial tenants have vacated the Townhouses due to , upon information and belief, the presence of the Scaffolding.

116. Trump Plaza, by its conduct and misconduct, has interfered with Plaintiff's leasehold rights with commercial tenants in the Townhouses.

117. Upon information and belief, Trump Plaza has undertaken its course of conduct and misconduct, to damage and interfere with Plaintiff's contractual relationships with the tenants in the Townhouses.

118. Plaintiff has suffered damages as a result of Trump Plaza's tortious interference with Plaintiff's contractual rights with the tenants in the Townhouses, in an amount to be determined at trial, but believed to be at least \$5,000,000.00.

119. Plaintiff is entitled to a money judgment against Trump Plaza in an amount to be determined at trial, but believed to be at least \$5,000,000.00.

### **AS AND FOR AN NINTH CAUSE OF ACTION**

120. Plaintiff repeats, repleads and realleges each and every allegation contained in paragraphs 1 through 119 of the complaint as if more fully set forth herein.

121. The letter dated April 10, 2009 was not a proper Notice of Default under the Lease.

122. The notice dated May 1, 2009 was not a proper Notice of Termination under the Lease.

123. Trump Plaza named the wrong legal tenant in the Eviction Action.

124. Trump Plaza wrongfully terminated the Lease.

125. Trump Plaza wrongfully commenced the Eviction Action.

126. The Eviction Action is defective.

127. Plaintiff has suffered damages as a result of Trump Plaza's wrongful termination of the Lease, in an amount to be determined at trial, but believed to be at least \$5,000,000.00.

128. Plaintiff is entitled to a money judgment against Trump Plaza in an amount to be determined at trial, but believed to be at least \$5,000,000.00.

### **AS AND FOR AN TENTH CAUSE OF ACTION**

129. Plaintiff repeats, repleads and realleges each and every allegation contained in paragraphs 1 through 128 of the complaint as if more fully set forth herein.



130. Simultaneous with the commencement of the Eviction Action, Trump Plaza publicized the commencement of the litigation.

131. Trump Plaza, by its President Andrew J. Perel, launched its publicity campaign to embarrass Plaintiff and impugn the Trump name and mark.

132. The Eviction Action was knowingly commenced against the wrong party.

133. Andrew J. Perel, as an officer of Trump Plaza executed the Complaint in the Eviction Action naming The Trump Organization, not the legal tenant, for the sole purpose to disparage The Trump Organization and the Trump name.

134. Andrew J. Perel executed a Landlord's Estoppel Certificate and Amendment of Master Lease which clearly states that Plaintiff, not The Trump Organization, is the legal tenant.

135. The actions of Trump Plaza to purposely name the wrong legal tenant and then immediately publicize the Eviction Action against The Trump Organization were designed and undertaken to harass and embarrass Trump and to impugn the Trump name and mark.

136. Plaintiff has suffered damages as a result of Trump Plaza's wrongful conduct, and as been subjected to loss of reputation.

137. Plaintiff is entitled to a money judgment against Trump Plaza in an amount to be determined at trial, but believed to be at least \$5,000,000.00.

#### **AS AND FOR AN ELEVENTH CAUSE OF ACTION**

138. Plaintiff repeats, repleads and realleges each and every allegation contained in paragraphs 1 through 137 of the complaint as if more fully set forth herein.

139. As a result of Trump Plaza's breach of its obligations under the Lease, Plaintiff has been compelled to commence this action to enforce its rights and has incurred attorneys' fees, costs and disbursements.

140. This action was commenced to enforce Plaintiff's rights and compel Trump Plaza's performance of its obligations under the Lease to maintain and repair the Townhouses, which are used for residential purposes.

141. The Lease contains a provision entitling Trump Plaza to recover attorneys' fees incurred in the event of Plaintiff's breach of the Lease.

142. Pursuant to the Lease and Real Property Law §234, Plaintiff is entitled to an award for all attorneys' fees, costs and disbursements incurred in this action, in an amount to be determined at trial but believed to be in excess of \$100,000.00.

**WHEREFORE**, Plaintiff requests to the following relief:

- (a) On the first cause of action, a declaratory judgment that Trump Plaza Owners, Inc. has failed to properly maintain and repair the Buildings and the Townhouses and is in violation of the Plan and the Lease;
- (b) On the second cause of action, a declaratory judgment declaring that Trump Plaza shall indemnify Plaintiff for all damages, costs and expenses incurred by Plaintiff which are the result of Trump Plaza's malfeasance or nonfeasance;
- (c) On the third cause of action, for an order directing Trump Plaza Owners, Inc. to specifically perform its obligations under the Plan and the Lease to maintain and repair the Townhouses, by replacing the defective roofs, drain lines and leaders on the Townhouses, and the doors to the basements of the Townhouses, and the Water Wall, to eliminate the water infiltration into the Townhouses and repair all damages to the Townhouses caused or exacerbated by the water infiltration into the Townhouses;
- (d) On the fourth cause of action, for a money judgment against Trump Plaza Owners, Inc. in an amount to be determined at trial, but believed to be in excess of \$1,000,000.00, as a result of Trump Plaza Owners,

Inc.'s breach of its obligations under the Plan and the Lease to maintain the Buildings;

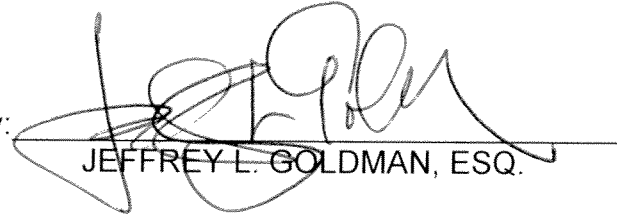
- (e) On the fifth cause of action, for a money judgment against Trump Plaza Owners, Inc. in an amount to be determined at trial, but believed to be in excess of \$1,000,000.00, as a result of Trump Plaza Owners, Inc.'s breach of its contractual obligations to Plaintiff;
- (f) On the sixth cause of action, for a money judgment against Trump Plaza Owners, Inc. in an amount to be determined at trial, but believed to be in excess of \$500,000.00, as a result of Trump Plaza Owners, Inc.'s breach of its obligations under Plaza's breach of its obligations under §27-127 of the Building Code to repair and maintain the Water Wall;
- (g) On the seventh cause of action, for a money judgment against Trump Plaza Owners, Inc. in an amount to be determined at trial, but believed to be in excess of \$500,000.00, as a result of Trump Plaza Owners, Inc.'s breach of its obligations under Plaza's breach of its obligations under §27-127 of the Building Code to repair and maintain the Water Wall;
- (h) On the eighth cause of action, for a money judgment against Trump Plaza Owners, Inc. in an amount to be determined at trial, but believed to be in excess of \$5,000,000.00, as a result of Trump Plaza Owners, Inc.'s tortious interference with Plaintiff's landlord-tenant relationship with the tenants in the Townhouses;
- (i) On the ninth cause of action, for a money judgment against Trump Plaza Owners, Inc. in an amount to be determined at trial, but believed to be in excess of \$5,000,000.00, as a result of Trump Plaza Owners, Inc.'s wrongful termination of the Lease;
- (j) On the tenth cause of action, for a money judgment against Trump Plaza Owners, Inc. in an amount to be determined at trial, but believed to be in excess of \$5,000,000.00, as a result of Trump Plaza Owners, Inc.'s publicity campaign to embarrass Plaintiff and impugn the Trump name and mark;
- (k) On the eleventh cause of action, for a money judgment against Trump Plaza Owners, Inc. for Plaintiff's attorneys' fees, costs and disbursements in an amount to be determined at trial, but believed to be at least \$100,000.00; and

- (l) For such other and further relief as to the Court seems just and proper under the circumstances.

Dated: New York, New York  
May 14, 2009

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By:



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