

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

-----X
TRUMP PLAZA OWNERS, INC., : Index No.
 :
 Plaintiff, :
 : **VERIFIED COMPLAINT**
 -against- :
 :
 :
 THE TRUMP CORPORATION, :
 :
 Defendant. :
-----X

Plaintiff TRUMP PLAZA OWNERS, INC. (“TPO”), by its attorneys, Snow
Becker Krauss P.C., as and for its Complaint, respectfully alleges as follows:

THE PARTIES

1. TPO is a New York corporation with its principal place of business located at 167 East 61st Street, New York, New York 10065.
2. Upon information and belief, Defendant The Trump Corporation (“Trump”) is a New York corporation with a principal place of business located 725 Fifth Avenue, New York, New York 10022.

FACTS

3. TPO is the owner of certain Manhattan properties consisting of two townhouses located at 163 and 165 East 61st Street and certain garage, laundry and retail store space located at 167 East 61st Street (collectively the “Leased Premises”).
4. On March 1, 1984, TPO, as owner, and Trump, as tenant, entered into a Master Lease (the “Lease”) whereby Trump agreed to lease the Leased Premises from TPO. A true and correct copy of the Lease is attached as Exhibit A hereto.

5. Pursuant Article 41 of the Lease, Trump is required to pay TPO “Annual Base Rental” and “Additional Rental” for the Leased Premises, which is to be paid in equal monthly installments, in advance, on the first day of each month (the “Rent”).

6. On March 30, 2009, Trump informed TPO that Trump intended to withhold paying all Rent due under the Lease commencing on April 1, 2009.

7. Pursuant to Article 41 of the Lease, on April 1, 2009, Rent in the amount of not less than \$43,333.33 came due and should have been paid by Trump to TPO.

8. Trump did not pay Rent, or any portion thereof, to TPO on April 1, 2009 or at any time thereafter.

9. Pursuant to Article 41 of the Lease, on May 1, 2009, Rent in the amount of not less than \$43,333.33 came due and should have been paid by Trump to TPO.

10. Trump did not pay Rent, or any portion thereof, to TPO on May 1, 2009 or at any time thereafter.

11. Pursuant to Article 68(B)(i) of the Lease, on April 10, 2009, TPO, through its attorneys, delivered a letter to Trump informing Trump that its unilateral determination to withhold Rent from TPO violated the terms of the Lease and applicable law and demanding the immediate payment of the Rent that became due on April 1, 2009 (the “April 10 Notice of Default”). A true and correct copy of the April 10 Notice of Default is attached as Exhibit B hereto.

12. The April 10 Notice of Default constituted proper and adequate notice that Trump was in default of its obligation to pay Rent to TPO.

13. Following its receipt of the April 10 Notice of Default, Trump did not and has not paid Rent, or any portion thereof.

14. Pursuant to Article 68 of the Lease, Trump has twenty (20) days to cure a default in Rent payments from the date on which TPO gives Trump notice of such default (the "Cure Period").

15. Trump's Cure Period following the April 10 Notice of Default expired on May 1, 2009.

16. Trump did not cure its default by May 1, 2009.

17. Article 68 further provides that after the expiration of the Cure Period, TPO may provide Trump with a notice of intention to terminate the Lease (the "Termination Notice").

18. Pursuant to Article 68 of the Lease, the Lease terminates upon the expiration of five (5) days from the date of service of the Termination Notice.

19. On May 1, 2009, after the expiration of the Cure Period which commenced with the April 10 Notice of Default, TPO served a Termination Notice upon Trump (the "May 1 Notice"), which stated that Trump was in default of its payment obligations under the Lease and that TPO intended to terminate the Lease. A true and correct copy of the May 1 Notice is attached as Exhibit C hereto.

20. The May 1 Notice was a proper and adequate notice of termination pursuant to Article 68 of the Lease.

21. Trump did not obtain a stay of the termination of the Lease from a court of competent jurisdiction.

22. Pursuant to Article 68 of the Lease, the Lease terminated on May 6, 2009, five days after service of the May 1 Notice.

AS AND FOR A FIRST CAUSE OF ACTION:
BREACH OF CONTRACT

23. Plaintiff repeats and realleges the allegations set forth in paragraphs 1-22 above as if set forth in full herein.

24. The Lease is a valid and binding contract.

25. Trump agreed to pay TPO Rent pursuant to the terms of the Lease.

26. Trump's failure to pay TPO Rent constitutes a breach of contract between TPO and Trump.

27. Trump is liable to TPO for monetary damages for the period prior to the date on which the Lease terminated, in an amount to be determined at trial, but in any event not less than \$86,666.66, plus applicable interest thereon at the rate of 9% per annum.

28. Trump is liable to TPO for monetary damages for the period from the date on which the Lease terminated until such date as Trump surrenders possession of the Leased Premises or is evicted therefrom, in an amount to be determined at trial, but in any event not less than \$43,333.33 for each month commencing from and after June 2009 that Trump retains occupancy of the Leased Premises, plus applicable interest thereon at the rate of 9% per annum.

29. Trump is liable to TPO for monetary damages for the period from the date on which Trump surrenders possession of the Leased Premises or is evicted therefrom until the date on which the Lease would have otherwise terminated pursuant to its terms, in an amount to be determined at trial, plus applicable interest thereon at the rate of 9% per annum.

30. Pursuant to Article 19 of the Lease, Trump is liable to TPO for TPO's reasonable attorneys' fees incurred in connection herewith.

AS AND FOR A SECOND CASUE OF ACTION:
WARRANT OF EVICTION

31. Plaintiff repeats and realleges the allegations set forth in paragraphs 1-30 above as if set forth in full herein.

32. Without TPO's permission, Trump continues in possession of the Leased Premises after the termination of the Lease.

33. The Leased Premises are not subject to the New York City Emergency Housing and Rent Control Law or the Rent Stabilization Law of 1969 as amended or the Emergency Tenant Protection Act of 1974 because the premises were leased for commercial purposes.

34. By reason of the foregoing, TPO is entitled to a warrant of eviction to remove Trump from possession of the Leased Premises.

35. By reason of the foregoing, Trump is required pursuant to Article 19 of the Lease to pay TPO's reasonable attorneys' fees incurred in connection herewith.

WHEREFORE, TPO demands judgment against Trump, as follows:

- i. For an award of damages resulting from Trump's failure and refusal to pay Rent prior to the termination of the Lease, in an amount to be determined at trial, but in any event not less than \$86,666.66, plus applicable interest thereon at the rate of 9% per annum;
- ii. For an award of damages for the period from the date on which the Lease terminated until such date as Trump surrenders possession of the Leased Premises or is evicted therefrom, in an amount to be determined at trial, but in any event not less than \$43,333.33, for each month commencing from and after June 2009 that Trump retains occupancy of the Leased Premises, plus applicable interest thereon at the rate of 9% per annum;

- iii. For an award of damages for the period from the date on which Trump surrenders possession of the Leased Premises or is evicted therefrom until the date on which the Lease would have otherwise terminated pursuant to its terms, in an amount to be determined at trial, plus applicable interest thereon at the rate of 9% per annum;
- iv. For a warrant of eviction to remove Trump from the Leased Premises;
- v. For reasonable attorney's fees, plus all costs, expenses, disbursements and fees incurred by TPO in connection herewith; and
- vi. For such other and further relief as the Court deems just, proper and equitable.

Dated: New York, New York
May 13, 2009

SNOW BECKER KRAUSS P.C.
Attorneys for Plaintiff

By: _____
Kenneth E. Citron
605 Third Avenue
25th Floor
New York, New York 10158
(212) 687-3860

VERIFICATION

State of New York)
 ss.
County of New York)

Andrew J. Perel, being duly sworn, deposes and says:

I am the President of Trump Plaza Owners Inc., the Plaintiff in this action. I have read the annexed Verified Complaint and know the contents thereof. As to the Verified Complaint, each of the allegations contained in the separately numbered paragraphs therein are true based on my own personal knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters I believe them to be true.

Andrew J. Perel

Sworn to before me this
11th day of May, 2009

Notary Public