

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

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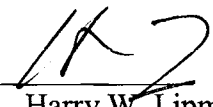
RESIDENTIAL COMMITTEE OF THE	:	
BOARD OF MANAGERS OF 200	:	
RIVERSIDE BOULEVARD AT TRUMP	:	Index No.
PLACE CONDOMINIUM, ON ITS OWN	:	
BEHALF AND ON BEHALF OF THE	:	
BOARD OF MANAGERS,	:	<b>SUMMONS</b>
	:	
Plaintiff,	:	<b>The basis of venue is plaintiffs'</b>
	:	<b>principal place of business at 200</b>
- against -	:	<b>Riverside Boulevard, New York,</b>
	:	<b>New York</b>
DJT HOLDINGS LLC,	:	
	:	
Defendant.	:	
	:	
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TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your Answer or, if the Complaint is not served with this Summons, to serve a Notice of Appearance, on Plaintiffs' attorney(s) within 20 days after service of this Summons, exclusive of the day of service (or within 30 days after service is completed if this Summons is not personally delivered to you within the State of New York); and in 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  
January 5, 2018

ROTTENBERG LIPMAN RICH, P.C.

By:  \_\_\_\_\_

Harry W. Lipman  
Robert A. Freilich  
The Helmsley Building  
230 Park Avenue, 18th Floor  
New York, New York 10169  
(212) 661-3080  
Attorneys for Plaintiff

Defendant's Address:  
DJT Holdings LLC  
c/o National Registered Agents, Inc.  
111 Eighth Avenue  
New York, New York 10011

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

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RESIDENTIAL COMMITTEE OF THE	:	
BOARD OF MANAGERS OF 200	:	
RIVERSIDE BOULEVARD AT TRUMP	:	Index No.
PLACE CONDOMINIUM, ON ITS OWN	:	
BEHALF AND ON BEHALF OF THE	:	
BOARD OF MANAGERS,	:	<b>COMPLAINT FOR</b>
	:	<b><u>DECLARATORY JUDGMENT</u></b>
	:	
Plaintiff,	:	
	:	
- against -	:	
	:	
DJT HOLDINGS LLC,	:	
	:	
	:	Defendant.
	:	
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Plaintiff, the Residential Committee (“Committee”) of the Board of Managers (the “Board”) of 200 Riverside Boulevard at Trump Place Condominium (the “Condominium”), on its own behalf and on behalf of the Board, by its attorneys, Rottenberg Lipman Rich, P.C., as and for its complaint for declaratory judgment against Defendant, DJT Holdings LLC (“Defendant”), hereby alleges as follows:

THE PURPOSE OF THIS ACTION

1. The Committee, for and on behalf of the Board, seeks a declaration of its rights and obligations under a certain license agreement dated March 31, 2000 (the “License Agreement”) between the Board as licensee and Defendant, as assignee of the interests of the licensor under the License Agreement. A true and correct copy of the License Agreement is attached as Exhibit A.

### THE PARTIES

2. The Committee is the current Residential Committee of the Board of the Condominium.

3. The Condominium consists of a single building (the “Building”) containing approximately 377 residential units and four commercial units located at 200 Riverside Boulevard, New York, New York.

4. Under the Condominium’s Declaration and Bylaws, the Committee performs the functions of the Board with regard to the residential portion of the Condominium and is empowered to take certain actions in the name of the Board. The five members of the Committee along with two members selected by the Condominium’s commercial unit owners comprise the Condominium’s Board.

5. Upon information and belief, Defendant is a Delaware limited liability company with authority to do business in the State of New York, with offices located at 725 Fifth Avenue, New York, New York.

### BACKGROUND

6. Upon information and belief, the Building was constructed in or around 1998 and the words “Trump Place” were installed with large brass-finish characters in two locations on the Building’s façade (the “Signage”).

7. Hudson Waterfront Company C, LLC (the “Sponsor”) acted as sponsor pursuant to an offering plan dated September 18, 1998 for the sale of units in the Condominium.

8. Upon information and belief, Donald J. Trump (the “Licensor”) owned a minority limited partnership interest in the sole member of the Sponsor.

9. Upon information and belief, no residential Sponsor-held units remained in the Condominium as of December 31, 2001.

#### THE LICENSE AGREEMENT

10. Licensor, as owner of the “name, trademark, service mark, designation and identification ‘Trump,’” entered into an agreement with the Board dated March 31, 2000 as licensee (the “License Agreement”) concerning the use of the “Identifications,” which are defined as “200 Riverside Boulevard at Trump Place” and “200 Riverside Boulevard at Trump Place Condominium.” Ex. A, first “Whereas” clause.

11. The License Agreement grants permission to the Board (defined therein as “Licensee”) to use the Identifications in connection with the Condominium as follows:

Licensor, for One (\$1.00) Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants to Licensee a nonexclusive, nonassignable, nontransferable right, without the right to grant sublicenses, to use the Identifications, on a royalty free basis, solely for the purpose of identifying the Building at its above-mentioned location and in advertising, promotional and publicity materials solely with respect to the promotion of the Building and its residential condominium units, subject, however, to all of the terms, covenants and provisions of this Agreement.

Ex. A, ¶ 1(a).

12. In consideration for the right to use the Identifications, the Board under the License Agreement is obligated to maintain the Building in a manner consistent with “super luxury” condominiums in Manhattan. If Licensor deems conditions unsatisfactory, then the Licensor may terminate the Agreement. Ex. A, ¶ 3(a).

13. Among the other burdens it places on the Board, the License Agreement provides that the Board must indemnify Licensor from and against “any and all actions, claims, suits, proceedings, judgments, losses, costs, liabilities and the like, together with reasonable attorneys’

fees and expenses, which may be suffered, incurred or paid by Licensor arising from any use by Licensee of the Identifications or the commission of any Breach.” Ex. A, ¶ 7.

14. The License Agreement further provides that it “shall remain in effect until it shall terminate pursuant to any of its terms or provisions or as a consequence of the operation of law.” Ex. A, ¶ 1(b).

15. Upon information and belief, Defendant is the assignee of all of Licensor’s rights and interests under the License Agreement.

#### THE DISPUTE

16. In early 2017, the Board, in response to certain unit owners’ concerns, discussed the possibility of removing and/or altering the Signage so that it would no longer feature the name “Trump.”

17. On or about March 29, 2017, the Committee received a letter from Defendant’s chief legal officer who stated that he had recently learned of the Board’s discussions concerning the Signage and threatened to commence legal action on behalf of the Licensor if there were “any attempt ... to remove the Identifications from the Building.” A true and correct copy of Defendant’s counsel’s letter is attached as Exhibit B (the “Threatening Letter”).

18. Specifically, the Threatening Letter stated that removal of the Identifications from the Building “would constitute a flagrant and material breach of the License Agreement,” and warned the Board that if “any effort is made to remove the Identifications from the Building,” then Defendant

will have no choice but to commence appropriate legal proceedings to not only prevent such unauthorized action, but to also recover the significant amounts of damages, costs and attorneys’ fees [that Defendant] anticipates it will sustain as a result therefrom.

AS AND FOR A FIRST CAUSE OF ACTION  
(Declaratory Judgment)

19. Plaintiff repeats and re-alleges each and every allegation set forth in Paragraphs 1 through 18 above as if fully set forth herein.

20. In the Threatening Letter, Defendant takes the position that the Board would violate the License Agreement “in the event any effort is made to remove the Identifications from the Building,” including removing or altering the Signage. Defendant, therefore, takes the position that the License Agreement obligates the Board to use the Identifications on the Building.

21. The Threatening Letter also clearly and directly threatens definite legal action if the Board attempts to remove the Identifications.

22. The Committee, however, believes that the License Agreement does not *obligate* the Board to use or display the Identifications or any portion thereof, but merely grants the Board the *right* to use the Identifications should the Board choose to do so.

23. A justiciable controversy exists between Plaintiff and Defendant as to the parties’ respective rights and obligations under the License Agreement.

**WHEREFORE**, the Committee, for and on behalf of the Board, demands judgment as follows:

(a) That this Court declare and determine:

(i) That the License Agreement does not require the Committee, Board or the Condominium to use the Identifications on the Building; and


(ii) That the Board would not breach the License agreement if it, the Committee or the Condominium chose to undertake efforts “to remove some or all of the Identifications from the Building,” including but not limited to, removing or altering the Signage

so that the “Trump” name is no longer featured and taking any action incidental to such a change.

(b) That this Court issue an order granting such other and further relief as is just and proper, together with the costs and disbursements of this action.

Dated: New York, New York  
January 5, 2018

ROTTENBERG LIPMAN RICH, P.C.

By:   
Harry W. Lipman  
Robert A. Freilich

The Helmsley Building  
230 Park Avenue, 18<sup>th</sup> Floor  
New York, New York 10169  
Tel: (212) 661-3080

Attorneys for Plaintiff

EXHIBIT A



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Number 4

Number 4

LICENSE AGREEMENT

**THIS AGREEMENT** is made as of the 31<sup>ST</sup> day of March, 2000, between **DONALD J. TRUMP**, worldwide renowned builder and developer of real estate who enjoys the highest reputation in these fields among others (hereinafter referred to as "**Licensor**"), who has a principal place of business at 725 Fifth Avenue, New York, New York, and **THE BOARD OF MANAGERS OF 200 RIVERSIDE BOULEVARD AT TRUMP PLACE CONDOMINIUM**, (the "**Condominium**") located at 200 Riverside Boulevard, New York, New York (the "**Building**"), on behalf of all unit owners of the Condominium and as operator of the Building (hereinafter referred to as "**Licensee**"), which has a principal place of business at the Building.

**WHEREAS**, Licensor is the sole and exclusive owner of all rights in the name, trademark, service mark, designation, and identification "Trump", whether or not preceded and/or followed by an additional word or words and whether or not accompanied by a design and/or logo, including but not limited to the specific identifications annexed hereto and made a part hereof as Exhibit A (such specific identifications hereinafter referred to collectively as the "**Identifications**").

**WHEREAS**, since approximately March 25, 1999, Licensee has used the Identifications substantially in accordance with the terms and conditions of this Agreement, and Licensor and Licensee now desire to set forth, in writing, the terms and conditions for Licensee's continued use of the Identifications to identify the Building; and

**WHEREAS**, Licensor is willing to grant Licensee the right to continue the use of the Identifications in accordance with and subject to the terms, covenants and provisions of this Agreement.

**NOW, THEREFORE**, Licensor and Licensee do hereby agree as follows:

1. (a) Licensor, for One (\$1.00) Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants to Licensee a nonexclusive, nonassignable, nontransferable right, without the right to grant sublicenses, to use the Identifications, on a royalty free basis, solely for the purpose of identifying the Building at its above-mentioned location and in advertising, promotional and publicity materials solely with respect to the promotion of the Building and its residential condominium units, subject, however, to all of the terms, covenants and provisions of this Agreement.

(b) This Agreement shall remain in effect until it shall terminate pursuant to any of its terms or provisions or as a consequence of the operation of law.

2. (a) Licensee recognizes and agrees that no other rights to use the Identifications are granted hereunder, whether as to activities, products, services, or otherwise. Accordingly, inter alia, Licensee has no right to use the Identifications in connection with individual facilities within the Building or with any products or services sold or offered for sale in the Building or

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elsewhere, except if and as may subsequently be agreed to in writing by Licensor in Licensor's sole and absolute discretion.

(b) Licensee also recognizes and agrees that it has no other rights to the use of the name "Trump" other than in respect to the licensed Identifications, and recognizes Licensor's sole and exclusive ownership of all proprietary rights in the name "Trump" and in the Identifications. Licensee will not register nor attempt to register the Identifications or "Trump" or any derivations or phonetic equivalents thereof, as a name, mark or otherwise.

3. (a) Licensee covenants and agrees, at all times, to maintain standards in connection with its ownership, operation and maintenance of the Building that are at least equal to those standards of ownership, operation and maintenance followed by super-luxury condominiums located at recognized prime locations within the Borough of Manhattan, City of New York. Licensor shall be the sole judge of whether Licensee is maintaining such standards and if Licensor in his sole judgment and discretion determines that such standards are not being maintained or that Licensee has breached any other provision of this Agreement, (collectively, a "Breach") Licensor may notify Licensee thereof in writing (the "Default Notice") and if Licensee shall fail to fully correct to Licensor's satisfaction any condition or cure any other Breach so noticed by Licensor, within thirty (30) days of the date of such Default Notice, Licensor may immediately terminate this Agreement and all rights licensed hereunder by notifying Licensee in writing of such termination. Licensor shall not be required to send a Default Notice on more than one (1) occasion in any sixty (60) consecutive month period during the term hereof, and in the event of a second Breach within such sixty (60) month period, Licensor may immediately terminate this Agreement and all rights licensed hereunder by notifying Licensee in writing of such termination.

(b) Licensor or his designee shall at all times have access to, and the right to inspect, the Building, interior and exterior, without notice, to confirm Licensee's compliance with the provisions of this Agreement.

4. Notwithstanding anything to the contrary contained herein, Licensor shall have the absolute right to terminate this Agreement and the rights licensed hereunder upon ten (10) days prior written notice of such termination to Licensee if:

- (i) Licensee files a petition in bankruptcy or is adjudged bankrupt; or
- (ii) a petition in bankruptcy is filed against Licensee and not discharged within thirty (30) days; or
- (iii) Licensee becomes insolvent, or makes an assignment for the benefit of its creditors or any arrangement pursuant to any bankruptcy or like law; or
- (iv) Licensee discontinues the operation of the Building; or
- (v) the Building is destroyed and is not expeditiously rebuilt; or

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- (vi) the Building or any part thereof is subject to condemnation or eminent domain proceedings and the remaining portions of the Building cannot be operated in a manner consistent with the requirements of this Agreement; or
- (vii) a receiver is appointed for Licensee or its business; or
- (viii) the Building shall no longer be operated as a Condominium.

5. Upon the termination of this Agreement for any reason, Licensee will immediately discontinue any and all uses of the Identifications and make no further use of the same whatever. If Licensee fails to so discontinue all such use, Licensor shall be entitled to immediate injunctive relief in addition to damages and all other applicable remedies.

6. Licensor shall have the absolute right of prior approval of any and all uses of the Identifications by Licensee. Licensee shall submit all such proposed uses to Licensor in writing. No failure of Licensor to review or approve any uses of the Identification by Licensee shall constitute a waiver of or diminution in Licensor's said approval rights.

7. Licensee hereby agrees to indemnify and hold free and harmless Licensor, its successors and assigns from and against any and all actions, claims, suits, proceedings, judgments, losses, damages, costs, liabilities and the like, together with reasonable attorneys' fees and expenses, which may be suffered, incurred or paid by Licensor arising from any use by Licensee of the Identifications or the commission by Licensee of any Breach.

8. Licensor may assign this Agreement without the prior consent of Licensee, and this Agreement and Licensee's use of the Identifications hereunder shall inure solely to the benefit of Licensor and to any and all heirs, successors or assignees of Licensor. Licensee may not assign this Agreement or sublicense any of Licensee's rights hereunder.

9. All notices and other communications from one party to the other shall be concurrently sent by registered or certified, return receipt requested, postage prepaid to the concerned address set forth above. In case of any notice to Licensor, a duplicate notice shall be sent in a similar manner to General Counsel, The Trump Organization, 725 Fifth Avenue, New York, New York.

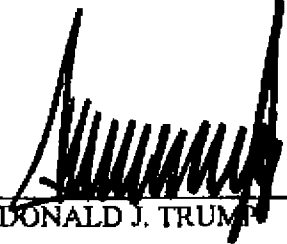
10. This Agreement shall be governed, both as to interpretation and enforcement, by the laws of the State of New York and, as necessary, in the courts in that State.

11. This Agreement is made by the Board of Managers on behalf of all unit owners and no member of the Board of Managers shall have any personal liability hereunder, except to the extent of his or her capacity as a unit owner.

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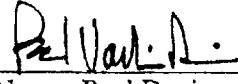
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates and at the places set forth below effective as of the date first set forth above.

LICENSOR

  
\_\_\_\_\_  
DONALD J. TRUMP

LICENSEE

The Board of Managers of 200 Riverside  
Boulevard at Trump Tower Condominium

By:   
\_\_\_\_\_  
Name: Paul Davis  
Title: President

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**EXHIBIT A**

**IDENTIFICATIONS**

**“200 Riverside Boulevard at Trump Place”**

**“200 Riverside Boulevard at Trump Place Condominium”**

EXHIBIT B

# **DJT Holdings LLC**

**725 Fifth Avenue  
New York, New York 10022**

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Alan Garten  
Executive Vice President and  
Chief Legal Officer  
(212) 836-3203  
agarten@trumporg.com

March 29, 2017

## **VIA FEDEX**

Board of Managers of 200 Riverside  
Boulevard at Trump Place Condominium  
200 Riverside Boulevard  
New York, NY 10069

Re: License Agreement dated as of March 31, 2000 (the “**License Agreement**”) between DJT Holdings LLC (as assignee of Donald J. Trump, “**Licensor**”) and The Board of Managers of 200 Riverside Boulevard at Trump Place Condominium<sup>1</sup>

Dear Members of the Board:

We are counsel to Licensor with respect to the Building.

It was recently brought to our attention that certain members of the Board are considering removing the Identifications from the Building. Please be advised that such contemplated action would constitute a flagrant and material breach of the License Agreement. In this regard, Section 1(b) specifically provides that the License Agreement shall “remain in effect until it shall terminate pursuant to any of its terms or provisions or as a consequence of the operation of the law.” To our knowledge, no event has occurred to date that would give the Board or the Condominium any right to terminate the License Agreement under these terms. As such, any attempt by the Board or the Condominium to remove the Identifications from the Building would be a breach of the License Agreement, exposing both the Board and the Condominium to substantial liability, not just from Licensor, but also from unit owners in the Condominium, many of whom have already reached out to us to express their grave concerns with the Board’s contemplated action as well as their willingness to bring appropriate legal action to enjoin the Board and/or the Condominium from proceeding.

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<sup>1</sup> Capitalized terms used but not defined herein shall have the respective meanings given to them in the License Agreement.

Based on the foregoing, we hereby notify the Board that in the event any effort is made to remove the Identifications from the Building, Licensor will have no choice but to commence appropriate legal proceedings to not only prevent such unauthorized action, but to also recover the significant amounts of damages, costs and attorneys' fees Licensor anticipates it will sustain as a result therefrom. We, accordingly, urge the Board to reconsider its decision before proceeding any further.

Very truly yours,



Alan Garten

cc: Marc Kasowitz  
Kasowitz Benson Torres LLP  
1633 Broadway  
New York, NY 10019