

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

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EASTWOOD INVESTORS V, LLC,

Plaintiff,

-against-

MORRISANIA ASSOCIATES, a New York Limited
Partnership, TWO TREES, INC., and TWO TREES
MANAGEMENT CO., LLC,

Defendants.
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Index No.

SUMMONS

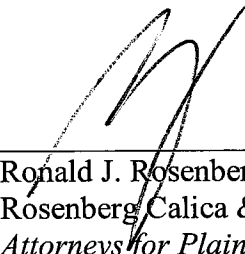
Plaintiff designates New York
County as the place of trial

The basis of venue is
Defendants' principal place of business

TO THE ABOVE NAMED DEFENDANTS:

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 the 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 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: Garden City, New York
August 2, 2012



Ronald J. Rosenberg, Esq.
Rosenberg, Calica & Birney LLP
Attorneys for Plaintiff
100 Garden City Plaza, Suite 408
Garden City, New York 11530
(516) 747-7400

TO: MORRISANIA ASSOCIATES
680 Fifth Avenue
New York, New York 10019

TWO TREES, INC.
680 Fifth Avenue
New York, New York 10019

TWO TREES MANAGEMENT CO. LLC
45 Main Street, Suite 602
Brooklyn, New York 11201

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

-----X

EASTWOOD INVESTORS V, LLC,

Plaintiff,

Index No.:

VERIFIED COMPLAINT

- against-

MORRISANIA ASSOCIATES, a New York Limited
Partnership, TWO TREES, INC., and TWO TREES
MANAGEMENT CO., LLC,

Defendants.

-----X

Plaintiff, Eastwood Investors V, LLC, by its attorneys Rosenberg Calica & Birney, LLP,
as and for its Verified Complaint against defendants, respectfully alleges as follows:

NATURE OF ACTION

1. This action is brought to, among other things, enforce the rights of Eastwood Investors V, LLC (“Eastwood”), as owner and assignee of a 74.28% limited partnership interest in the defendant, Morrisania Associates (“Morrisania”), a New York limited partnership. The Complaint seeks, *inter alia*, to declare Eastwood’s rights as a 74.28% substituted limited partner in Morrisania, or in the alternative and at a minimum, to declare Eastwood’s right to receive all the economic benefits and profits from Morrisania. The action also seeks to remove the general partner of Morrisania for cause, to dissolve Morrisania and liquidate the Partnership Property, to compel an accounting, compel the inspection of books and records, and related declaratory, monetary, and injunctive relief.

PARTIES

2. At all times hereinafter mentioned, plaintiff Eastwood Investors V, LLC (“Eastwood”) was and still is a limited liability company duly formed pursuant to the laws of the

State of Delaware with a principal place of business at Pilot House, Lewis Wharf, Boston, Massachusetts.

3. At all times hereinafter mentioned, defendant Morrisania Associates (“Morrisania” or “Limited Partnership”) was and still is a limited partnership duly formed pursuant to the laws of the State of New York, with a principal place of business at 680 Fifth Avenue, New York, New York.

4. At all times hereinafter mentioned, defendant Two Trees, Inc. (“Two Trees”) was and still is a corporation duly formed pursuant to the laws of the State of New York, with a principal place of business at 680 Fifth Avenue, New York, New York 10019.

5. At all times hereinafter mentioned, defendant Two Trees Management Co. LLC (“Two Trees LLC”) was and still is a New York limited liability company duly formed pursuant to the laws of the State of New York, with a principal place of business at 45 Main Street, Suite 602, Brooklyn, New York 11201.

6. Upon information and belief, Two Trees is the sole general partner of Morrisania and owns a 1% interest in the Limited Partnership.

7. Upon information and belief, Two Trees LLC is unlawfully holding itself out as the sole general partner of Morrisania.

FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

8. Morrisania is a limited partnership formed in 1972. It was originally composed of one general partner, Two Trees, and 14 limited partners (the “Limited Partners”) who owned the balance of the interests in the Limited Partnership. The Limited Partnership was formed to own and manage an affordable housing project in South Bronx, New York (the “Partnership Property”).

9. On July 10, 1972, Two Trees, as general partner, and the original Limited Partners executed the Limited Partnership Agreement for Morrisania Associates.

10. Pursuant to Section 9.01 of the Limited Partnership Agreement, the term of the Limited Partnership will end on January 1, 2015, unless dissolved earlier.

11. Upon information and belief, since Two Trees began managing the Partnership Property in 1972, it has made no attempt to sell or refinance the property so as to, among other things, enable the Limited Partners to liquidate their investments. As a result, the Limited Partners have consistently incurred tax liabilities that exceed the amount of their distributions.

12. As a result, the continued ownership of the Partnership Property has been and is unprofitable for the Limited Partners.

13. Upon information and belief, in and around 2002, Two Trees purported to transfer its entire general partnership interest to Two Trees Management Co. LLC ("Two Trees LLC").

14. Upon information and belief, that transfer was not approved in writing by 75% of the Limited Partners as required by Section 7.01 of the Limited Partnership Agreement.

15. Upon information and belief, and as reflected in the records of the County Clerk for the County of New York, the Certificate of Partnership for Morrisania was never amended to reflect any purported transfer or assignment of the General Partnership's interest from Two Trees to Two Trees LLC, as is required by Section 7.07 of the Limited Partnership Agreement.

16. Notwithstanding the foregoing, and upon information and belief, Two Trees LLC has wrongfully held itself out as the sole general partner of Morrisania since 2002, in place and instead of Two Trees.

17. Beginning in April 2009, a number of Morrisania's limited partners (the "Former Limited Partners") began transferring their partnership interests to Eastwood pursuant to certain

Purchase and Sale Agreements and Assignment Agreements (collectively referred to herein as the "Assignment Agreements").

18. During this time, Eastwood apprised Two Trees/Two Trees LLC that the Former Limited Partners were transferring their partnership interests to Eastwood.

19. On April 22, 2009, Eastwood acquired a 4.99% limited partnership interest from Bartle Bull.

20. On April 23, 2009, Eastwood acquired a 2.77% limited partnership from Steven P. Goodman.

21. On May 1, 2009, Eastwood acquired a 2.77% limited partnership interest from Sheldon E. Prentice.

22. On May 6, 2009, Eastwood acquired a 5.54% limited partnership interest from Michael M. Thomas.

23. On May 11, 2009, Eastwood acquired a 5.54% limited partnership interest from William R. Acquavella.

24. On May 12, 2009, Eastwood acquired a 2.77% limited partnership interest from the Estate of Peter D. Nelson c/o Michael D. Nelson.

25. On May 27, 2009, Eastwood acquired a 16.63% limited partnership interest from Three Oaks Associates.

26. On July 10, 2009, Eastwood purchased a 33.27% limited partnership interest from Columbia Ribbon and Carbon Manufacturing Co., Inc.

27. Each of the Former Limited Partners also signed a letter of instruction to Morrisania Associates, directing Morrisania to forward all correspondence concerning Morrisania to Eastwood, and directing that all distributions be made directly payable to

Eastwood. (“Letters of Instruction”)

28. By reason of the foregoing, by July 2009, Eastwood had acquired an aggregate 74.28% interest in Morrisania.

29. On August 20, 2009, Eastwood wrote to Two Trees/Two Trees LLC to provide it with copies of the Assignments and Letters of Instruction, and asked Two Trees/Two Trees LLC to recognize and substitute Eastwood as a limited partner of Morrisania.

30. By letter dated September 28, 2009, counsel for Two Trees LLC responded to Eastwood and claimed the Assignments to Eastwood were invalid.

31. Two Trees/Two Trees LLC has wrongfully refused to recognize the valid assignment of the Former Limited Partner’s interests to Eastwood, and wrongfully continues to send Schedule K-1’s to the Former Limited Partners.

32. By letter dated October 5, 2011, Eastwood again requested Two Trees/Two Trees LLC to honor and recognize the assignments of the Former Limited Partners’ interests to Eastwood.

33. Two Trees/Two Trees LLC never responded to the October 5, 2011 letter.

34. On April 2, 2012, Eastwood entered into an Agreement with another Limited Partner of Morrisania, the Reginald F. Lewis Trust f/b/o Loida N. Lewis (the “Trust”) wherein the Trust agreed, among other things, to vote its 5.54% limited partnership interest to (i) remove Two Trees/Two Trees LLC as General Partner; and/or (ii) to dissolve Morrisania. Eastwood also obtained an option to acquire the Trust’s limited partnership interest.

35. With the additional 5.54% voting power of the Trust, Eastwood controls a total voting power of 79.82% in the Limited Partnership.

36. To date, Two Trees/Two Trees LLC has continued its bad faith refusal to

recognize Eastwood's status as a substituted limited partner.

**AS AND FOR A FIRST CAUSE OF ACTION
(DECLARATORY JUDGMENT AND MANDATORY INJUNCTION)**

37. Plaintiff repeats, reiterates, and realleges each and every allegation contained in the foregoing paragraphs of this Verified Complaint with the same force and effect as if more fully set forth at length herein.

38. Eastwood has acquired an aggregate 74.28% partnership interest in the Limited Partnership.

39. Two Trees/Two Trees LLC has unreasonably refused to recognize Eastwood as a substitute limited partner, wrongfully refused to admit Eastwood as a substituted limited partner to the Limited Partnership, and further wrongfully refuses to issue Schedule K-1s to Eastwood consistent with the partnership interests it has acquired.

40. A justiciable controversy has arisen between the parties concerning, *inter alia*, Eastwood's ownership interest in the Limited Partnership, including but not limited to its right to all the economic interests of a substitute limited partner, and its' ability to exercise all the rights of a limited partner including, but not limited to, the right to vote upon partnership matters upon which limited partners are entitled to vote and the right to inspect the books and records of the Limited Partnership.

41. By virtue of the foregoing, Eastwood is entitled to a judgment declaring that Eastwood is a substituted limited partner of Morrisania Associates and permitting it to exercise all rights of a Limited Partner.

42. Upon declaring that Eastwood is a substituted limited partner of Morrisania Associates, Eastwood is further entitled to an order compelling Two Trees/Two Trees LLC to, among other things, (i) reflect and record Eastwood's limited partnership interest on the books

and records of the Partnership; (ii) issue Schedule K-1's to Eastwood prospectively; (iii) correct and re-issue the Schedule K-1's issued in 2010 (for tax year 2009), in 2011 (for tax year 2010), and in 2012 (for tax year 2011); and (iv) take any and all other steps necessary to recognize Eastwood's rights as a limited partner of Morrisania Associates.

**AS AND FOR A SECOND CAUSE OF ACTION
(DECLARATORY JUDGMENT AND MANDATORY INJUNCTION)**

43. Plaintiff repeats, reiterates, and realleges each and every allegation contained in the foregoing paragraphs of this Verified Complaint with the same force and effect as if more fully set forth at length herein.

44. New York's Limited Partnership Law § 108(3) provides:

“[a]n assignee, who does not become a substituted limited partner, has no right to require any information or account of the partnership transactions or to inspect the partnership books; he is only entitled to receive the share of the profits or other compensation by way of income, or the return of his contribution, to which his assignor would otherwise be entitled.” (emphasis added)

45. Two Trees/Two Trees LLC has wrongfully refused to recognize Eastwood's right to receive the economic benefits that Eastwood is entitled to as an assignee under the Assignment Agreements and further refuses to issue Schedule K-1s to Eastwood consistent with the partnership interests it has acquired.

46. A justiciable controversy has arisen between the parties, concerning, *inter alia*, Eastwood's right to share profits or other income from the Limited Partnership in accordance with its limited partnership interest.

47. By virtue of the foregoing, Eastwood is entitled to a judgment declaring, in the alternative, and at a minimum, that Eastwood is entitled to all the economic rights and benefits in the Limited Partnership in accordance with its limited partnership interest.

48. Upon declaring that Eastwood is entitled to all the economic rights and benefits in Morrisania Associates, Eastwood is further entitled to an order compelling Two Trees/Two Trees LLC to, among other things, (i) reflect and record Eastwood's economic interest on the books and records of the Partnership; (ii) issue Schedule K-1's to Eastwood prospectively; (iii) correct and re-issue the Schedule K-1's issued in 2010 (for tax year 2009), in 2011 (for tax year 2010), and in 2012 (for tax year 2011); and (iv) take any and all other steps necessary to recognize Eastwood's rights as assignee of the economic rights and benefits of 74.28% of the limited partnership interests in Morrisania Associates.

**AS AND FOR A THIRD CAUSE OF ACTION
(DECLARATORY JUDGMENT AND MANDATORY INJUNCTION)**

49. Plaintiff repeats, reiterates, and realleges each and every allegation contained in the foregoing paragraphs of this Verified Complaint with the same force and effect as if more fully set forth at length herein.

50. By reason of the Assignment Agreements, the Former Limited Partners designated Eastwood their attorney-in-fact with respect to the exercise of various partnership rights including, but not limited to, obtaining from the Limited Partnership all information which limited partners are entitled to obtain, voting on all partnership matters requiring the vote of the limited partners, taking any action to be recognized and/or substituted as a limited partner, and taking any other action with respect to the Limited Partnership which the limited partners are entitled to take.

51. A justiciable controversy has arisen between the parties concerning, *inter alia*, the defendants' refusal to recognize Eastwood's rights pursuant to the power of attorney provisions in the Assignment Agreements.

52. By virtue of the foregoing, Eastwood is entitled to a judgment declaring that the

provisions in Assignment Agreements designating Eastwood as the attorney-in-fact for the Former Limited Partners are valid and enforceable.

53. Upon declaring that Eastwood is the attorney-in-fact for the Former Limited Partners, Eastwood is further entitled to an order compelling Two Trees/Two Trees LLC to (i) recognize, reflect, and record Eastwood's authority as attorney-in-fact for the Former Limited Partners on the books and records of the Partnership, with all rights attendant thereto.

**AS AND FOR A FOURTH CAUSE OF ACTION
(DECLARATORY JUDGMENT)**

54. Plaintiff repeats, reiterates, and realleges each and every allegation contained in the foregoing paragraphs of this Verified Complaint with the same force and effect as if more fully set forth at length herein.

55. Upon information and belief, Two Trees/Two Trees LLC has previously consented and/or not objected to the assignment of a limited partnership interest by other limited partners, and/or has expressly recognized new substituted limited partners.

56. Upon information and belief, original limited partner Howard Goodman transferred his entire limited partnership interest to his son, Steven P. Goodman, in and around 2007. This transfer was recognized by Two Trees/Two Trees LLC, as General Partner, as evidenced by the issuance of Schedule K-1's to Steven P. Goodman thereafter.

57. Upon information and belief, original limited partner David Keller transferred his entire limited partnership interest to Three Oaks Associates. This transfer was recognized by Two Trees/Two Trees LLC, as General Partner, as evidenced by the issuance of Schedule K-1's to Three Oaks Associates.

58. Upon information and belief, original limited partner Dan Lufkin transferred his entire limited partnership interest to Columbia Ribbon and Carbon Manufacturing Co., Inc. This

transfer was recognized by Two Trees/Two Trees LLC, as General Partner, as evidenced by the issuance of Schedule K-1's to Columbia Ribbon and Carbon Manufacturing Co., Inc.

59. Upon information and belief, a currently unknown original limited partner transferred his entire limited partnership interest to The Reginald F. Lewis Trust f/b/o Loida N. Lewis. (the "Trust") This transfer was recognized by Two Trees/Two Trees LLC, as General Partner, as evidenced by the issuance of Schedule K-1's to the Trust.

60. Upon information and belief, Two Trees did not give written consent to the assignment by those Limited Partners to the assignees as required by Section 7.05, but simply accepted the assignment and recognized the assignees as full substituted limited partners.

61. By reason of its prior course of dealing, Two Trees/Two Trees LLC knowingly relinquished and waived its right of consent under Section 7.05 of the Limited Partnership Agreement and cannot unreasonably and in bad faith withhold consent to Eastwood or refuse to recognize its rights as an assignee.

62. Accordingly, Eastwood is entitled to a judgment declaring that Two Trees/Two Trees LLC has knowingly waived its right to consent to the assignment of the Former Limited Partner's interests to Eastwood by its prior conduct and course of dealing.

**AS AND FOR A FIFTH CAUSE OF ACTION
(DECLARATORY JUDGMENT)**

63. Plaintiff repeats, reiterates, and realleges each and every allegation contained in the foregoing paragraphs of this Verified Complaint with the same force and effect as if more fully set forth at length herein.

64. Pursuant to the Limited Partnership Agreement, the sole General Partner of Morrisania Associates is Two Trees, Inc.

65. In and around 2002, Two Trees purported to transfer its entire general partnership

interest to Two Trees Management Co. LLC (“Two Trees LLC”).

66. Upon information and belief, that transfer was not approved in writing by 75% of the Limited Partners as required by Section 7.01 of the Limited Partnership Agreement.

67. Upon information and belief, and as reflected in the records of the County Clerk for the County of New York, the Certificate of Partnership for Morrisania was never amended to reflect any purported transfer or assignment of the General Partnership’s interest from Two Trees to Two Trees LLC, as required by Section 7.07 of the Limited Partnership Agreement.

68. Notwithstanding the foregoing, and upon information and belief, Two Trees LLC has held itself out as the sole general partner of Morrisania since 2002, in place and instead of Two Trees.

69. Accordingly, Eastwood is entitled to a judgment declaring that the purported assignment and transfer of Two Trees Inc.’s general partnership interest to Two Trees LLC is void and invalid as a matter of law, together with an injunction enjoining and restraining Two Trees LLC from holding itself out as General Partner of Morrisania Associates.

**AS AND FOR A SIXTH CAUSE OF ACTION
(BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING)**

70. Plaintiff repeats, reiterates, and realleges each and every allegation contained in the foregoing paragraphs of this Verified Complaint with the same force and effect as if more fully set forth at length herein.

71. There is a duty of good faith and fair dealing implied in the Limited Partnership Agreement.

72. Two Trees/Two Trees LLC is obligated to act fairly and in good faith with the Former Limited Partners and Eastwood, as assignee of a 74.28% interest in the Limited Partnership.

73. Two Trees/Two Trees LLC has breached its duty of good faith and fair dealing by, *inter alia*, unreasonably failing to recognize the sale of the Former Limited Partners' partnership interests to Eastwood and failing to recognize Eastwood as a substituted limited partner in the Limited Partnership, and, in the alternative and at a minimum, failing to recognize Eastwood's entitlement to the economic benefits in the Limited Partnership.

74. By virtue of the foregoing breach of its duty of good faith and fair dealing, Eastwood is entitled to recover compensatory damages in an amount to be established at trial but believed to be in excess of \$2,000,000.00.

AS AND FOR A SEVENTH CAUSE OF ACTION
(REMOVAL OF TWO TREES/TWO TREES LLC AS GENERAL PARTNER)

75. Plaintiff repeats, reiterates, and realleges each and every allegation contained in the foregoing paragraphs of this Verified Complaint with the same force and effect as if more fully set forth at length herein.

76. Upon information and belief, because of the historically low interest rates, it is an extremely favorable time to liquidate the partners' interests by selling the Partnership Property.

77. Upon information and belief, it is in the best interests of the Limited Partners to liquidate the assets of the Limited Partnership as soon as possible in order to take advantage of these historically low interest rates.

78. Nevertheless, and upon information and belief, Two Trees/Two Trees LLC has taken no steps to liquidate the Partnership property.

79. Upon information and belief, Two Trees receives lucrative management fees for managing the Partnership Property.

80. Upon information and belief, Two Trees, in violation of, *inter alia*, its' fiduciary duties, has failed to take any steps to liquidate the Partnership Property because it wishes to

continue to receive lucrative management fees from the Limited Partnership.

81. Upon information and belief, Two Trees is acting for its own self-interest and in bad faith, and not in the best interest of the Limited Partnership.

82. Upon information and belief, such misconduct warrants removal for cause.

83. Section 6.02 of the Limited Partnership Agreement provides:

“[a]ny General Partner may be removed from the Partnership as a general partner upon the written demand of 75% in interest of the Partners; provided, however, that such removal shall be for cause and shall not be arbitrary or unreasonable. The Partners demanding such removal shall designate a Successor General Partner who shall become a General Partner of the Partnership, provided that such person has satisfied the conditions set forth in Section 7.02.”

84. Eastwood controls a 79.82% voting power in the Limited Partnership.

85. Eastwood, on behalf of a 79.82% voting interest in the Limited Partnership, hereby demands that Two Trees/Two Trees LLC be removed as general partner of the Limited Partnership for cause, and designates Eastwood as Successor General Partner.

86. By reason of the foregoing, Eastwood is entitled to an order removing Two Trees/Two Trees LLC as general partner of Morrisania Associates, and appointing Eastwood as Successor General Partner in its place and stead, upon satisfying the conditions set forth in Section 7.02 of the Limited Partnership Agreement.

**AS AND FOR AN EIGHTH CAUSE OF ACTION
(DISSOLUTION)**

87. Plaintiff repeats, reiterates, and realleges each and every allegation contained in the foregoing paragraphs of this Verified Complaint with the same force and effect as if more fully set forth at length herein.

88. Section 9.02 of the Limited Partnership Agreement provides:

“[t]he Partnership shall be dissolved only upon the happening of any of the following events...

(b) subject to Section 9.05(b), an election to dissolve the Partnership made in writing by Partners holding more than 75% of the aggregate Partnership Interests.

(c) the sale, refinancing, exchange or other disposition of all or substantially all of the assets of the Partnership.”

89. Eastwood controls a 79.82% voting power of the Limited Partnership and hereby elects to dissolve the Limited Partnership.

90. By virtue of the foregoing, Eastwood is entitled to an order dissolving the Limited Partnership forthwith.

**AS AND FOR A NINTH CAUSE OF ACTION
(INJUNCTIVE RELIEF)**

91. Plaintiff repeats, reiterates, and realleges each and every allegation contained in the foregoing paragraphs of this Verified Complaint with the same force and effect as if more fully set forth at length herein.

92. By reason of the foregoing, Eastwood is entitled to injunctive relief to preserve the status quo, including, but not limited to, restraining and enjoining Two Trees and Two Trees LLC from, *inter alia*, seeking to unilaterally extend the term of the partnership beyond January 1, 2015, and from altering the substantive rights of the limited partners and/or Former Limited Partners.

**AS AND FOR AN TENTH CAUSE OF ACTION
(COMPEL RIGHT OF INSPECTION)**

93. Plaintiff repeats, reiterates, and realleges each and every allegation contained in the foregoing paragraphs of this Verified Complaint with the same force and effect as if more fully set forth at length herein.

94. Eastwood is entitled to inspect the books and records of Morrisania pursuant to Limited Partnership Law §99, pursuant to the common law of the State of New York, and pursuant to Section 8.01 of the Limited Partnership Agreement, “[a]ny partner shall have the right to examine said books, records and accounts at any reasonable time.”

95. Accordingly, Eastwood is entitled to an Order compelling production of the books and records of Morrisania as a matter of law.

**AS AND FOR AN ELEVENTH CAUSE OF ACTION
(ACCOUNTING)**

96. Plaintiff repeats, reiterates, and realleges each and every allegation contained in the foregoing paragraphs of this Verified Complaint with the same force and effect as if more fully set forth at length herein.

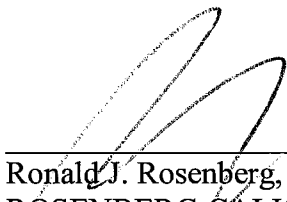
97. Plaintiff is entitled to an accounting of the books and records of Morrisania.

WHEREFORE, the plaintiff demands judgment with costs and expenses as follows:

- A. On the First Cause of Action, declaring that Eastwood is a substituted limited partner of Morrisania and related injunctive relief;
- B. On the Second Cause of Action, declaring that, in the alternative and at a minimum, Eastwood is entitled to all economic rights including, but not limited to, distributions and profits from Morrisania pursuant to the Assignment Agreements, and related injunctive relief;
- C. On the Third Cause of Action, declaring that the provisions in the Assignment Agreements designating Eastwood as the attorney-in-fact for each of the Former Limited Partners is valid, and related injunctive relief;
- D. On the Fourth Cause of Action, declaring that Two Trees/Two Trees LLC has waived certain provisions of the Limited Partnership Agreement as a matter of law;
- E. On the Fifth Cause of Action, declaring the purported transfer and assignment of the general partnership interest to Two Trees Management LLC void and invalid as a matter of law, together with related injunctive relief;

- F. On the Sixth Cause of Action, for breach of the covenant of good faith and fair Dealing, compensatory damages in an amount to be established at trial but believed to be in excess of \$2,000,000.00;
- G. On the Seventh Cause of Action, for removal of Two Trees/Two Trees LLC as general partner of Morrisania for cause;
- H. On the Eighth Cause of Action, for dissolution of the Limited Partnership;
- I. On the Ninth Cause of Action, for injunctive relief;
- J. On the Tenth Cause of Action, to compel the inspection of the books and records of the Limited Partnership;
- K. On the Eleventh Cause of Action, for an accounting;
- L. Together with such other and different relief as the Court may seem just and proper in the premises.

Dated: Garden City, New York
August 2, 2012



Ronald J. Rosenberg, Esq.
ROSENBERG CALICA & BIRNEY LLP
Attorneys for Plaintiff
100 Garden City Plaza, Suite 408
Garden City, New York 11530
(516) 747-7400

SUPREME COURT OF THE STATE OF NEW YORK
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Plaintiff,

- against -

MORRISANIA ASSOCIATES, a New York Limited Partnership, TWO TREES, INC.
And TWO TREES MANAGEMENT CO., LLC,

Defendants.

SUMMONS AND VERIFIED COMPLAINT

ROSENBERG CALICA & BIRNEY LLP
Attorneys for Plaintiff
Office and Post Office Address, Telephone
100 GARDEN CITY PLAZA, SUITE 408
GARDEN CITY, NEW YORK 11530-3200
(516) 747-7400

To

Signature (Rule 130-1.1-a)

Attorney(s) for

Ronald J. Rosenberg, Esq.

Service of a copy of the within

is hereby admitted.

Dated,

Attorney(s) for

Please take notice

NOTICE OF ENTRY

that the within is a (certified) true copy of a
duly entered in the office of the clerk of the within named court on

NOTICE OF SETTLEMENT

that an order
the HON.
on at

of which the within is a true copy will be presented for settlement to
one of the judges of the within named court at
M

Dated,

Yours, etc.

To

ROSENBERG CALICA & BIRNEY LLP
Attorneys for Plaintiff
Office and Post Office Address, Telephone
100 Garden City Plaza, Suite 408
Garden City, New York 11530-3200
(516) 747-7400

Attorney(s) for