

DEC - 4 2008

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

NOT COMPARED
WITH COPY FILED

RYUJI KITAMURA and SANFORD LANDA,
individually and on behalf of all others similarly situated,

Index # 08603562

Plaintiffs,

- against -

THE TRUMP CORPORATION, TRUMP PARC
CONDOMINIUM, and WILLIAM D. MARONEY,
IN HIS CAPACITY AS PRESIDENT OF THE
BOARD OF MANAGERS OF TRUMP PARC
CONDOMINIUM,

CLASS ACTION
COMPLAINT

Defendants.

Plaintiffs Ryuji Kitamura and Sanford Landa (collectively "Plaintiffs"), by their attorneys, Sanford Wittels & Heisler, LLP and Michael A. Katz, Esq., allege for their class action complaint as follows, with knowledge as to their own acts, and otherwise upon information and belief:

I. NATURE OF THE ACTION

1. This action is brought by Plaintiffs in their individual capacity and as a class action on behalf of all persons who previously owned units at the Trump Parc Condominium, located at 106 Central Park South, New York, NY (the "Condominium"), during the period July 1, 1994, through June 30, 2007 (the "Class").

2. In November, 2007, the Condominium won a long-running litigation with the New York City Department of Finance (the "City"). The successful litigation required the City to make real estate tax refunds with respect to Condominium units for all tax

years 1994/1995 through and including 2006/2007. Plaintiffs and other *former* owners of Condominium units comprising the Class are now entitled to receive real estate tax refunds for all or part of tax years 1994/1995 through and including 2006/2007 (“Refunds”).

3. The City already has provided defendants with Refunds for all tax years 1994/1995 through and including 2006/2007. Defendants, however, are refusing to distribute to Plaintiffs and the Class that portion of the Refunds to which Plaintiffs and the Class are entitled based on their years of Condominium unit ownership.

4. Instead, defendants have announced that they will distribute the Refunds only to **current** Condominium unit owners regardless of such unit owners’ term of ownership. Plaintiffs and the Class therefore sue for breach of fiduciary duty, breach of agency obligations, and conversion. They also seek the imposition of a constructive trust on that portion of the Refunds to which Plaintiffs and the Class are entitled.

5. Individual relief alone is not enough. Many – if not most – former Condominium unit owners may be unaware that defendants are distributing or otherwise holding Refunds which belong to such former owners. Plaintiffs therefore bring this Class action to vindicate the rights of all former owners so that they may recover that portion of the Refunds which rightfully are theirs.

II. PARTIES

A. The Plaintiffs

6. Ryuji Kitamura is a resident of New York, New York County, New York. During the periods January 29, 1988 through May 26, 1994, and January 29, 1988 through May 5, 1998, Ryuji Kitamura owned units 19I and 19J, respectively, in the Condominium.

7. Sanford Landa is a resident of Highland Park, Middlesex County, New Jersey. During the periods October 14, 1993 through March 3, 1994, and April 17, 1995 through October 11, 1998, Sanford Landa owned units 20L and 4E, respectively, in the Condominium.

8. As prior owners of Condominium units during the period July 1, 1994 through June 30, 2007, Plaintiffs Kitamura and Landa are entitled to receive a portion of the Refunds allocable to the time period during which Plaintiffs owned their units in the Condominium.

B. The Defendants

10. Defendant The Trump Corporation is incorporated in the State of New York, with its principal executive office located at 725 Fifth Avenue, New York, New York.

11. Defendant Trump Parc Condominium is a condominium organized and validly existing under the Real Property Law of the State of New York, and located at 106 Central Park South, New York, New York.

12. Defendant William D. Maroney is President of the Board of Managers of Trump Parc Condominium, which administers and manages the Condominium, and resides at 106 Central Park South, New York, New York.

13. All defendants named in this complaint are agents for and owe a fiduciary duty to prior and current unit owners of the Condominium.

III. JURISDICTION AND VENUE

14. This court has personal jurisdiction over the defendants under CPLR §§ 301 and 302. Defendants are situated in New York State, and committed the acts of which Plaintiffs complain in this State.

15. Venue belongs in New York County because the wrongful acts producing this lawsuit happened in Manhattan, and all defendants are residents of New York County.

IV. FACTUAL ALLEGATIONS

a) The Condominium Wins its Tax Litigation Against New York City

16. During the tax years 1994/1995 through 2006/2007, inclusive, the New York City Department of Finance imposed excessive tax assessments on all units in the Condominium.

17. For the tax year 1994/1995 and continuing each tax year through 2006/2007, defendant Trump Parc Condominium pursued legal proceedings against the City to recover the excessive taxes imposed on Condominium unit owners.

18. On November 14, 2007, defendant Trump Parc Condominium prevailed in its lengthy litigation with the City.

19. As a direct result of the Condominium's success in its litigation, tax assessments for all units in the Condominium have been reduced prospectively, and individual Condominium unit owners became entitled to Refunds.

b) The Board's March 5, 2008 Letter Reveals that Defendants Will Not Distribute the Tax Refunds Owed to the Class of Former Owners

20. The Board of Managers of the Condominium issued a letter dated March 5, 2008 to all current Condominium unit owners (which letter is annexed as Exhibit A hereto and made a part hereof). In this letter, the Board informed current Condominium owners that the entire amount of the Refunds allocable to each unit will be distributed to the current unit owners irrespective of the term of their ownership, if any, during the applicable years for which the Refunds were issued. The letter included, *inter alia*, an agreement

executed by Maroney, as President of the Board of Managers of the Condominium, confirming acceptance of all Refunds issued by the City.

21. The March 5, 2008 letter expressly acknowledges that:

Some unit owners have not owned their units in the Condominium for the full nine (9) tax years for which the Refund has been awarded. As a result, there may be prior owners of residential units in the Condominium who are entitled to a portion of the Refund, i.e., that portion of the refund allocable to the time period the prior owners owned their units in the Condominium. (Exhibit A, p. 2)

22. Even though ascertaining the identity and location of former Condominium unit owners and the amount of tax refunds due to such prior unit owners is a relatively simple task, the defendants have no intention of paying to prior unit owners the Refunds which belong to such unit owners. Instead, the defendant Board of Managers is distributing the Refunds only to current unit owners, conditioned solely upon an agreement by current owners to indemnify the Board against any claims to any portion of the Refunds asserted by former unit owners in the Condominium.

23. Plaintiffs and the Class – former unit owners of the Condominium – therefore bring this Class action to recover that portion of the Refunds to which they are entitled.

c) **Class Action Allegations**

24. This action is brought on behalf of Plaintiffs in their individual capacity and as a Class action on behalf of all persons who previously owned units at the Trump Parc Condominium during the period July 1, 1994 through June 30, 2007 (the “Class”). As described above, defendants are wrongfully distributing all of the Refunds solely to current unit owners of the Condominium.

25. This action is properly brought as a Class action for the following reasons:

- a) The Class consists of hundreds of former unit owners, and is so numerous that joinder of all members, whether otherwise required or permitted, is impracticable;
- b) There exist questions of law and fact common to Plaintiffs and the Class which predominate over any questions affecting only individual members, including:
 - i) Whether Plaintiffs and the Class are entitled to receive their allocable share of the Refunds;
 - ii) Whether defendants are wrongfully failing to distribute the Refunds in whole or in part to Plaintiffs and the Class in violation of the legal duties owed to Plaintiffs and the Class; and
 - iii) The amount and measure of damages.
- c) Plaintiffs' claims are typical of the claims of the Class. Like all Class members, Plaintiffs were and are injured by defendants' decision to distribute the Refunds to the current owners.
- d) Plaintiffs will fairly and adequately represent and protect the interests of the Class, in that Plaintiffs have no interests antagonistic to, nor in conflict with, the Class. Plaintiffs have retained competent counsel, experienced in real estate and class action litigation, to further ensure such protection, and who intend to prosecute this action vigorously.
- e) A class action is superior, because the Class is readily definable, and prosecution of this action as a Class action will reduce the possibility of repetitious litigation. Plaintiffs do not know of any difficulty which will be encountered in the management of this litigation which would preclude its maintenance as a Class action.

COUNT I
BREACH OF AGENCY

26. Plaintiffs reallege and incorporate by reference all of the paragraphs above as if set forth fully herein.

27. An agency relationship existed among defendants on the one side, and Plaintiffs and the Class on the other.

28. Pursuant to such agency relationship, defendants were and are obligated to convey to Plaintiffs and the Class the allocable portion of the Refunds due and owing to Plaintiffs and the Class.

29. Defendants have determined not to distribute to Plaintiffs and the Class the allocable portion of the Refunds due and owing.

30. By these actions, defendants have breached their agency agreement with Plaintiffs and the Class, and are liable for damages proximately resulting from such breach.

COUNT II
BREACH OF FIDUCIARY DUTY

31. Plaintiffs reallege and incorporate by reference all of the paragraphs above as if set forth fully herein.

32. In their capacities as managers of the Condominium and agents of the Class and all owners with respect to the Refunds, defendants owe Plaintiffs and the Class a fiduciary obligation of good faith and fair dealing.

33. As part of such fiduciary duty, defendants are required to provide Plaintiffs and the Class with the allocable portion of the Refunds owed to Plaintiffs and the Class.

34. Defendants have failed and refused to provide such allocable portion of the Refunds to Plaintiffs and the Class.

35. As a result, defendants have breached their fiduciary duty to Plaintiffs and the Class, and are liable for damages flowing from such breach.

COUNT III CONVERSION

36. Plaintiffs reallege and incorporate by reference all of the paragraphs above as if set forth fully herein.

37. By refusing to pay Plaintiffs and the Class the allocable portion of the Refunds due to such persons, and instead paying all Refunds only to current unit owners of the Condominium, defendants have converted monies rightfully belonging to Plaintiffs and the Class.

38. In so doing, defendants have committed a conversion and are liable to Plaintiffs and the Class for damages flowing from such actions.

COUNT IV CONSTRUCTIVE TRUST

39. Plaintiffs reallege and incorporate by reference all of the paragraphs above as if set forth fully herein.

40. A confidential or fiduciary relationship existed between defendants on one side of the relationship and Plaintiffs and the Class on the other.

41. As a result of defendants' positions as agents and managers of the Condominium, the City has transferred Refunds owing to Plaintiffs and the Class to such defendants.

42. Defendants have unjustly enriched themselves by retaining Refunds due to Plaintiffs and the Class.

43. The court should impose a constructive trust on the allocable portion of the Refunds which rightfully belong to Plaintiffs and the Class.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and the Class, pray for relief, an order and judgment against defendants as follows:

A. Certifying this case as a Class action pursuant to the provisions of Article 9 of the CPLR, with Plaintiffs certified as representatives of the Class;

B. Awarding at least four million dollars (\$4 million) in compensatory damages to Plaintiffs and the Class, or such greater amount as determined at trial based on the total Refunds owed to Plaintiffs and the Class;

C. Awarding punitive damages of ten million dollars (\$10 million) to Plaintiffs and the Class;

D. Imposing a constructive trust on the allocable portion of the Refunds due and owing to Plaintiffs and the Class;

E. Awarding Plaintiffs and the Class pre- and post-judgment interest, and all costs and disbursements, including attorneys' fees, experts' fees and other case-related expenses; and

F. Granting such other and further relief as may be just and proper.

Dated: New York, New York
December 4, 2008

SANFORD WITTELS & HEISLER, LLP

By: 

William R. Weinstein

Jeremy Heisler

Steven L. Wittels

950 Third Avenue - 10th Floor

New York, NY 10022

(646) 723-2947

MICHAEL A. KATZ, ESQ.

630 Third Avenue - 23rd Floor

New York, NY 10017

(212) 682-6260

ATTORNEYS FOR PLAINTIFFS

Exhibit A

THE BOARD OF MANAGERS OF TRUMP PARC CONDOMINIUM
c/o The Trump Corporation
725 Fifth Avenue
New York, New York 10022

March 5, 2008

All Residential Unit Owners
Trump Parc Condominium
106 Central Park South
New York, NY 10019

Re: New York City Real Estate Taxes
106 Central Park South
New York, New York

Dear Unit Owners:

On November 14, 2007, Trump Parc Condominium (the "Condominium") won a victory after trial in a long-running litigation with the New York City Department of Finance (please refer to our letter to you dated December 26, 2007). As a result of that victory, tax assessments for apartments in the Condominium will be reduced and residential unit owners will be receiving refunds for real estate taxes overpaid during the time period at issue in the litigation.

Refunds will be given for real estate taxes paid for tax years 1994/1995 through 2006/2007, inclusive, for a total of nine (9) years (the "Refund").

The time for the City of New York to appeal the trial court's decision has expired and no appeal has been taken. This being the case, it is our belief that the Refund will be disbursed within the next several months, but in no event later than the end of 2008.

To facilitate refunding the overpayments to residential unit owners in the Condominium, the City of New York is distributing the Refund to the Condominium's Board of Managers (the "Board"), with the understanding that the Board will distribute the Refund to residential unit owners as directed by the New York City Department of Finance. The portion of the Refund distributed by residential unit owners will be reduced by each residential unit owners' *pro rata*

All Residential Unit Owners
March 5, 2008

share of the Board's legal fees, costs and disbursements incurred in connection with obtaining the Refund.

PLEASE NOTE: SOME UNIT OWNERS MAY RECEIVE FORM LETTERS FROM THE NEW YORK CITY DEPARTMENT OF FINANCE INDICATING THAT THEY MAY BE ENTITLED TO REFUNDS. PLEASE NOTE THAT THE BOARD IS PROCESSING ALL REFUNDS. ACCORDINGLY, NO UNIT OWNER SHOULD APPLY INDEPENDENTLY FOR A REFUND.

Some unit owners have not owned their units in the Condominium for the full nine (9) tax years for which the Refund has been awarded. As a result, there may be prior owners of residential units in the Condominium who are entitled to a portion of the Refund, *i.e.*, that portion of the Refund allocable to the time period the prior owners owned their units in the Condominium.

As a condition for the City of New York distributing the Refund to the Board for distribution to unit owners, the City of New York has required the Board to agree to indemnify the City of New York against any claims to a portion of the Refund which may be asserted against the Department of Finance by former unit owners in the Condominium.

The Board will require, as a condition to the distribution of the Refund to all current unit owners, a similar indemnity. Enclosed are copies of (i) the indemnity agreement executed and delivered by the Board to the City of New York, and (ii) the indemnity agreement which the Board expects unit owners to execute and deliver to Ms. Patricia Hernandez, the Condominium's Resident Manager.

If any current unit owner is unwilling to execute the indemnity in favor of the Board and have the indemnity notarized, and deliver it to Ms. Hernandez, his share of the Refund will not be distributed to him. Instead, it will be held in escrow by the Board pending production by such unit owner of proof satisfactory to the Board establishing that there are no other owners who have or may have a claim to any portion of the Refund attributable to the subject unit. All possible claimants must be given an opportunity to interpose their claim(s) to the Refund. Only when all claims are received, reviewed and evaluated will the Board then distribute any correctly apportioned part of the Refund, upon receipt of applicable releases.

The Board will be acting solely as a conduit, receiving the Refund from the City of New York and processing and paying it over to residential unit owners in the Condominium. In the event that any current unit owner is unwilling to execute the indemnity in favor of the Board, the Board reserves the right to deduct all administrative and legal costs related to the investigation of all potential claimants to any portion of the Refund from any sum ultimately due and payable to such current unit owner.

All Residential Unit Owners
March 5, 2008

It is suggested that you review the enclosed documents with your attorney. If you have any questions or comments regarding this matter, you should contact Danielle Di Bene at (212) 715-7292.

Thank you for your attention to this matter.

Very truly yours,

The Board of Managers of Trump Parc Condominium

Enc.

UNIT OWNERS INDEMNITY AGREEMENT

THIS UNIT OWNERS INDEMNITY AGREEMENT is made this ____ day of _____ 2008 by and between _____ (the "Unit Owner"), with an address of 106 Central Park South, Apt. _____, New York, New York 10019 and the Board of Managers (the "Board") of Trump Parc Condominium (the "Condominium") with an address c/o The Trump Corporation, 725 Fifth Avenue, New York, New York 10022.

WITNESSETH:

WHEREAS, in or about 1995 the Board commenced a tax certiorari proceeding against the Tax Commissioner of the City of New York under New York County Supreme Court Index no. 210002/1995 (the "Proceeding"); and

WHEREAS, on or about November 14, 2007 a decision was rendered in the Proceeding awarding the Board assessment reductions (the "Decision"); and

WHEREAS, pursuant to the Decision, unit owners in the Condominium are entitled to a refund on real estate taxes paid by unit owners on their respective units during tax years 1994/1995 through 2006/2007, inclusive (the "Refund"), as set forth in Exhibit A; and

WHEREAS, to facilitate the Refund, the City of New York is distributing the Refund to the Board, with the understanding that the Board will distribute the Refund to unit owners in the Condominium as directed by the New York City Department of Finance; and

WHEREAS, the portion of the Refund distributed by the Board to residential unit owners will be reduced by each residential unit owner's *pro rata* share of

the Board's legal fees, costs and disbursements incurred in connection with obtaining the Refund (the "Refund Disbursal"); and

WHEREAS, the Refund Disbursal will be made only to those individuals and entities who are fee owners of record of units in the Condominium as of the date the Refund Disbursal is made (the "Qualifying Date"); and

WHEREAS, in connection with the Refund Disbursal, the Board has been required to indemnify the City of New York (the "City Indemnity") against any claims for tax refunds which may be asserted by individuals or entities who owned units in the Condominium prior to the Qualifying Date (a "Prior Owner"), for any or all of the tax years at issue in the Proceeding; and

WHEREAS, the Board has executed the City Indemnity, a copy of which is annexed as Exhibit B; and

WHEREAS, the Unit Owner is/are the owner(s) of record of unit _____ in the Condominium (the "Unit") as of the Qualifying Date, and requests that the Board make the Refund Disbursal to him/her/it; and

WHEREAS, the Board is willing to make the Refund Disbursal to the Unit Owner, conditioned on the Unit Owner indemnifying the Board (the "Board Indemnity") against any claims for tax refunds which may be asserted by any Prior Owner of the Unit for any or all of the tax years at issue in the Proceeding, and all expenses and costs, including legal fees, arising therefrom; and

WHEREAS, the Unit Owner is willing to give to the Board such Board Indemnity.

NOW, THEREFORE,

1. If, in the event any Prior Owner, purporting to be entitled to a refund for a tax year set forth in Exhibit A, files a claim with the New York City Department of

Finance for such refund which was included in the aggregate Refund and disbursed to the Unit Owner as part of the Refund Disbursal, and then:

- The New York City Department of Finance determines, based on satisfactory proof, that such claimant is entitled to such refund; and
- The Board repays to the City of New York such refund under the Board Indemnity,

the Unit Owner shall be liable to the Board for such repayment and agrees to pay the sum to the Board within ten (10) days of demand for payment.

2. The undersigned Unit Owner hereby agrees to indemnify and hold harmless from any injury, judgment, damage, costs or claims, including reasonable legal fees, costs and disbursements incurred by the Board related to any claim by any Prior Owner of the Unit for any refund, the following individuals and entities:

- the Board of Managers of Trump Parc Condominium;
- the individual members of the Board and the officers of the Condominium;
- all other Unit Owners in the Condominium;
- the Building Manager, Donald J. Trump and any designees of Donald J. Trump; and
- The Trump Corporation, The Trump Organization and each of their respective partners, officers, members, directors, shareholders, employees and agents of each of the said persons and entities, its agents, employees and their successors.

3. The refund and all other sums due from the Unit Owner under this Indemnity shall be due and payable to the Board as common charges owed by the Unit Owner, and the Board shall have all rights and remedies for the collection of sums due under this Indemnity as are provided under Article 6, Section 6.4 of the Condominium's By-Laws.

4. This Agreement and the obligations created hereunder can be modified only by a written instrument signed by the party against which any modification of change is to be enforced.

UNIT OWNER:

By: _____

Name:

Title:

UNIT OWNER:

By: _____

Name:

Title:

STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On the ___ day of _____, 2008 before me, the undersigned, personally appeared _____, personally known to me or proved to me that on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) listed and signed in this Unit Owners Indemnity Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the entity upon behalf of which the individual(s) acted, executed this Unit Owners Indemnity Agreement.

Notary Public

APPLICATION NUMBER _____

INDEMNITY AGREEMENT AND AFFIDAVIT FOR CONDOMINIUM BOARD OF MANAGERS

State of New York)
County of New York

WILLIAM D. MARONEY, being duly sworn, deposes and says:

- 1 I am PRESIDENT of the Board Of Managers of Trump Parc Condominium, the "Board") a condominium located at 106 Central Park South, in the borough of Manhattan, in the City of New York, and am authorized to execute this document on behalf of the Board;
2. The Board, pursuant to a duly authorized and approved resolution or under the authority granted by the condominium by-laws, undertook to seek administrative and judicial review of the assessment of real property taxes for the tax years and units indicated on Attachment A pursuant to section 339-y of the Real Property Tax Law;
3. The owner of each unit listed on Attachment A has authorized the Board to submit this application for a refund of real property taxes;
4. The Board understands that it is receiving the tax refund indicated on Attachment A to facilitate transmission of those tax refunds to the individual unit owners and undertakes to use diligent efforts to notify the individual unit owner, and will direct those funds to or for the benefit of those individual unit owners in accordance with the condominium's declaration and by-laws;

In the event any person purporting to be entitled to a refund for a unit and for a tax year set forth in Attachment A files a claim for such refund, which refund shall have been included in the aggregate paid to the Board, the Board agrees that if the Department of Finance determines, based on satisfactory proof, that any party other than the present owner was the payor of such overpayment and is entitled to such credit and the Department of Finance is required to enter such credit, the Board will repay to the City of New York such refunded amount upon written demand;

In the event any person purporting to be entitled to a refund for a unit and for a tax year set forth in Attachment A, which refund shall have been included in the aggregate paid to the Board, commences an action in a court of law for such refund against the City, claiming that such refund should have been made to him/her rather than to the Board, and the City gives prior notice of such claim to the Board, and, if requested by the Board, turns over the defense of such action (and right to settle such action) to the Board, at the Board's sole expense, and that person obtains a final judgment in his/her favor (after exhaustion of any appeals), the Board shall pay such judgment on behalf of the City;

5. Upon the Board making payment pursuant to its indemnity obligation in paragraph 4 above, the City shall impose a lien on the unit for which an improper payment was made and pay to the Board any moneys received from enforcement of such lien to the extent of such lien; and

6. The Board agrees that in consideration of the City issuing a refund, of the amount and for the unit owners indicated on Attachment A, the Board will indemnify and hold the City harmless from all claims and suits and agrees to pay the amount of any expenses and costs (including legal fees) arising from issuance by the City of a refund of the amount or part thereof indicated on Attachment A.

William D. Maroney
SIGNATURE

On this 21 day of January, 2008, before me personally came William D. Maroney to me known, who, being by me duly sworn, did depose and say that he/she resides at 106 CPS NYC; that he/she is the PRESIDENT of Trump Parc Condominium, the condominium described in and which executed the foregoing instrument and that he/she executed the foregoing instrument by authorization of the Board of Managers of said condominium.

Veronica D. Hanne
NOTARY PUBLIC

STAMP OR SEAL

VERONICA HANNE
Notary Public, State of New York
No. 01HA6088088
Certified in Kings County
Commission Expires March 17, 2011

NY 71113777v1
01/14/08 12:22PM

ATTACHMENT A, page 1 of 2

BOROUGH: MANHATTAN

BLOCK: 1011 LOTS: 4004-4423

RECORD OWNER/TAXPAYERS: THE TRUMP PARC CONDOMINIUM BOARD, PURSUANT TO A
DULY AUTHORIZED AND APPROVED RESOLUTION OR UNDER
THE AUTHORITY GRANTED BY THE CONDOMINIUM BY-LAWS.

<u>TAX YEAR</u>	<u>CORRECTED ASSESSMENT</u>	<u>REDUCTION</u>
1994/1995	\$21,702,273	7,266,491
1995/1996	21,664,883	7,180,128
1996/1997	24,916,283	3,595,728
1997/1998	26,773,800	2,012,700
2002/2003	31,404,975	3,560,035
2003/2004	31,031,319	5,013,692
2004/2005	32,174,361	5,829,065
2005/2006	33,368,547	8,256,478
2006/2007	34,687,831	17,601,726

4004	4058	4112	4166	4220	4274	4328	4369	4423
4005	4059	4113	4167	4221	4275	4329	4370	
4006	4060	4114	4168	4222	4276	4330	4371	
4007	4061	4115	4169	4223	4277	4331	4372	
4008	4062	4116	4170	4224	4278	4332	4373	
4009	4063	4117	4171	4225	4279	4333	4374	
4010	4064	4118	4172	4226	4280	4334	4375	
4011	4065	4119	4173	4227	4281	4335	4376	
4012	4066	4120	4174	4228	4282	4336	4377	
4013	4067	4121	4175	4229	4283	4337	4378	
4014	4068	4122	4176	4230	4284	4338	4379	
4015	4069	4123	4177	4231	4285	4339	4380	
4016	4070	4124	4178	4232	4286	4340	4381	
4017	4071	4125	4179	4233	4287	4341	4382	
4018	4072	4126	4180	4234	4288	4342	4383	
4019	4073	4127	4181	4235	4289	4343	4384	
4020	4074	4128	4182	4236	4290	4344	4385	
4021	4075	4129	4183	4237	4291	4345	4386	
4022	4076	4130	4184	4238	4292	4346	4387	
4023	4077	4131	4185	4239	4293	4347	4388	
4024	4078	4132	4186	4240	4294	4348	4389	
4025	4079	4133	4187	4241	4295	4349	4390	
4026	4080	4134	4188	4242	4296	4350	4391	
4027	4081	4135	4189	4243	4297	4351	4392	
4028	4082	4136	4190	4244	4298	4352	4393	
4029	4083	4137	4191	4245	4299	4353	4394	
4030	4084	4138	4192	4246	4300	4354	4395	
4031	4085	4139	4193	4247	4301	4355	4396	
4032	4086	4140	4194	4248	4302	4356	4397	
4033	4087	4141	4195	4249	4303	4357	4398	
4034	4088	4142	4196	4250	4304	4358	4399	
4035	4089	4143	4197	4251	4305	4359	4400	
4036	4090	4144	4198	4252	4306	4360	4401	
4037	4091	4145	4199	4253	4307	4361	4402	
4038	4092	4146	4200	4254	4308	4362	4403	
4039	4093	4147	4201	4255	4309	4363	4404	
4040	4094	4148	4202	4256	4310	4364	4405	
4041	4095	4149	4203	4257	4311	4365	4406	
4042	4096	4150	4204	4258	4312	4366	4407	
4043	4097	4151	4205	4259	4313	4367	4408	
4044	4098	4152	4206	4260	4314	4368	4409	
4045	4099	4153	4207	4261	4315	4368	4410	
4046	4100	4154	4208	4262	4316	4368	4411	
4047	4101	4155	4209	4263	4317	4368	4412	
4048	4102	4156	4210	4264	4318	4368	4413	
4049	4103	4157	4211	4265	4319	4368	4414	
4050	4104	4158	4212	4266	4320	4368	4415	
4051	4105	4159	4213	4267	4321	4368	4416	
4052	4106	4160	4214	4268	4322	4368	4417	
4053	4107	4161	4215	4269	4323	4368	4418	
4054	4108	4162	4216	4270	4324	4368	4419	
4055	4109	4163	4217	4271	4325	4368	4420	
4056	4110	4164	4218	4272	4326	4368	4421	
4057	4111	4165	4219	4273	4327	4368	4422	