

EXHIBIT 35

Greenberg v. Alonzo Mourning Charities, Inc., et al., Index No. 650361/11
TNGC-AMC Agreement

EXECUTION COPY

AGREEMENT BETWEEN ALONZO MOURNING CHARITIES, INC., ALONZO MOURNING, AND TRUMP NATIONAL GOLF CLUB WITH RESPECT TO SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS IN *Greenberg v. Alonzo Mourning Charities, Inc., et al.*, Index No. 650361/11

This Agreement Between Alonzo Mourning Charities, Inc., Alonzo Mourning, and Trump National Golf Club With Respect To Settlement Agreement and General Release of Claims in *Greenberg v. Alonzo Mourning Charities, Inc., et al.*, Index No. 650361/11 (“Agreement”) dated as of February 13, 2012 (the “Effective Date”) is entered into by and between Alonzo Mourning Charities, Inc. and its present, former or future agents, representatives, employees, directors, members, managers, officers, attorneys, accountants, subsidiaries, divisions, parents, assigns, affiliates, predecessors and successors (“AMC”), Alonzo Mourning, individually, and Trump National Golf Club and its present, former or future agents, representatives, employees, directors, members, managers, officers, attorneys, accountants, subsidiaries, divisions, parents, assigns, affiliates, predecessors and successors (“TNGC”), and is intended by the parties hereto (the “Parties”) to settle fully and finally any and all claims, obligations, disputes and/or differences between them.

RECITALS

WHEREAS Martin Greenberg (“Greenberg”), FTG/CI Inc. (“FTG”), AMC, and TNGC are parties to a litigation pending in New York State Supreme Court, New York County, captioned *Greenberg v. Alonzo Mourning Charities, Inc., et al.*, Index No. 650361/11 (the “Action”), in which Greenberg has asserted various claims against AMC, FTG and TNGC; and

WHEREAS Greenberg, AMC, FTG and TNGC have concurrently with this Agreement executed a Settlement Agreement and General Release of Claims in connection with the Action (the “Settlement Agreement”); and

Greenberg v. Alonzo Mourning Charities, Inc., et al., Index No. 650361/11
TNGC-AMC Agreement

WHEREAS the Settlement Agreement requires, among other things, that, (i) no later than the close of business on February 14, 2012, AMC shall wire and confirm receipt of funds in the amount of \$260,000.00 ("AMC Settlement Payment") to the Martin B. Greenberg Charitable Foundation, (ii) no later than the close of business on February 14, 2012, AMC shall cause to be wired the amount of \$158,000.00 to the Martin Greenberg Charitable Foundation, and (iii) no later than the close of business on August 10, 2012, AMC shall wire or cause to be wired the amount of \$342,000.00 to the Martin B. Greenberg Charitable Foundation (the "Final Payment").

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and terms hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. **The Trump Centurion Golf Memberships.** TNGC and AMC agree that each shall use its best efforts to sell not more than two (2) Trump Centurion Golf Memberships prior to the August 10, 2012 Final Payment deadline for the aggregate amount of the Final Payment. The Memberships shall provide the terms, conditions and benefits as described by The Trump Organization ("Trump") in the attached Exhibit "A" (the "Memberships"). In the event one or both Memberships have not been sold on or before May 10, 2012, AMC shall have the option on that date or thereafter to require Trump or its designee to place the Membership(s) up for auction on Charity Buzz for a minimum bid of \$50,000.00 with the intention that one or both remaining Membership(s) will be sold in time to fund all or part of the Final Payment. In the event one or both Memberships are not sold by the Final Payment deadline, the remaining Membership(s) shall become the property of AMC or Alonzo Mourning, as designated by AMC at the time, and are freely transferable thereafter. In the event the Memberships are never sold or are sold for a

Greenberg v. Alonzo Mourning Charities, Inc., et al., Index No. 650361/11
TNGC-AMC Agreement

price that is not sufficient to fully fund the Final Payment, AMC shall remain solely obligated to fund any remaining portion of the Final Payment due under the terms of the Settlement Agreement.

2. **Payment from TNGC or its Designee.** No later than the close of business on February 14, 2012, TNGC or its designee shall wire and confirm receipt of funds in the amount of \$158,000.00 to the Martin B. Greenberg Charitable Foundation provided that a fully executed copy of this Agreement and the Settlement Agreement have been provided to TNGC. If a fully executed copy of this Agreement and the Settlement Agreement have not been provided to TNGC on or before February 14, 2012, TNGC shall be required to wire the payment within 48 hours of receipt of a fully executed copy of this Agreement and the Settlement Agreement.

3. **Alonzo Mourning's Charitable Efforts.** Alonzo Mourning shall provide to Trump or its designees the following items for Trump's or its designees' charitable purposes:

- (1) A free dinner with Alonzo Mourning at the restaurant Philippe in Miami, Florida.
- (2) A round of golf with Alonzo Mourning at a TNGC golf course. The expenses of this event will be covered by Trump or TNGC.
- (3) A LeBron James basketball jersey signed by LeBron James.
- (4) A Dwayne Wade basketball jersey signed by Dwayne Wade.
- (5) A Chris Bosch basketball jersey signed by Chris Bosh.
- (6) Two tickets to a Miami Heat home game with an introduction to a Miami Heat player and, if possible, LeBron James, Dwayne Wade or Chris Bosh.

All of the events listed above are subject to Mr. Mourning's schedule. Trump or its designees shall have the right to make further requests of Mr. Mourning to assist Trump or its

Greenberg v. Alonzo Mourning Charities, Inc., et al., Index No. 650361/11
TNGC-AMC Agreement

designees in other charitable endeavors. Mr. Mourning shall have sole discretion as to whether to accept such requests.

4. **Default.** In the event that the Settlement Agreement is declared null and void by Greenberg pursuant to paragraph 3 of the Settlement Agreement, then this Agreement shall also be null and void.

5. **No Disparagement.** The parties hereby agree that they will not make any disparaging statements about the other or the agents, principals, shareholders, employees or members of any other party.

6. **Confidentiality.** The Parties may disclose the fact that they have entered into this Side Agreement and that the Action has been settled. The terms of this Side Agreement shall be confidential and private as between the Parties and their counsel except: (a) as expressly required by law; (b) as necessary to enforce the terms of this Side Agreement or the Settlement Agreement; or (c) as necessary to advise the Parties' respective legal, accounting, or financial advisers.

7. **General Releases in the Settlement Agreement.** The general releases contained in the Settlement Agreement between AMC and TNGC shall in no way limit, modify, or release the parties from any duties or obligations that AMC or TNGC have under this Agreement.

8. **Tax Advice.** The Parties acknowledge that they understand and agree that: (i) no tax, accounting or legal advice is being provided by any Party to another Party nor are any of the Parties hereto making any representations regarding tax obligations or consequences related to or arising from this Agreement; (ii) they will assume their respective federal, state and/or local tax obligations or consequences as may arise from this Side Agreement, and they will not seek any indemnification from the Parties hereto in regard thereto except as otherwise provided in this

Greenberg v. Alonzo Mourning Charities, Inc., et al., Index No. 650361/11
TNGC-AMC Agreement

Agreement; (iii) this settlement may result in taxable income to them under applicable federal, state and/or local tax laws; and (iv) they have been advised that the Parties will comply with their obligations to make reports of such taxable income to the appropriate federal, state and/or local taxing authorities consistent with this Agreement.

9. **Entire Agreement.** This Agreement and any documents referred to herein and to be delivered pursuant hereto constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no warranties, representations, or other agreements between the parties or on which any of the parties have relied in connection with the subject matter hereof, except as specifically set forth in this Side Agreement. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Side Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

All provisions (and all parts of all provisions) of this Agreement shall be resolved, construed and interpreted according to the plain meaning of the provision. No interpretation-against-drafter rule of construction shall apply to this Agreement, the form and content of which have been reviewed and approved by the Parties and their respective counsel.

10. **Execution.** This Agreement may be executed in counterparts. Each counterpart shall be deemed to be an original. All counterparts shall constitute but a single Agreement. Any executed counterpart returned by fax or email shall be deemed an original executed counterpart.

Greenberg v. Alonzo Mourning Charities, Inc., et al., Index No. 650361/11
TNGC-AMC Agreement

11. **Governing Law.** This Agreement and any amendments thereto shall be governed by and construed in accordance with the substantive laws of the State of New York without giving effect to any choice of law or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction. The Parties agree that any disputes regarding the meaning of the terms and conditions of this Agreement, the Parties' rights and obligations under this Agreement, and/or as to any disagreement regarding the manner in which any issue or dispute arising under this Agreement should be resolved, shall be submitted to the New York State Supreme Court in New York County for resolution.

12. **Severability.** In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be declared in a legal forum to be invalid, illegal, ineffective or unenforceable in any respect, such invalidity, illegality, ineffectiveness or unenforceability shall not affect any other provision of this Agreement, which shall otherwise remain in full force and effect and continue to be valid and binding upon the Parties. Each of the provisions of this Agreement shall be enforceable independently of any other provision of this Agreement and independently of any other claim or cause of action.

13. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and shall also inure to the benefit of their respective officers, directors, parents, subsidiaries, affiliates, successors in interest, and assigns, whether by merger, consolidation or otherwise, as well as their respective present and future affiliated and subsidiary companies and licensees.

14. **Notices.** All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given at the earlier of the date when actually delivered to an officer of a party or the party or the second business day after having deposited

Greenberg v. Alonzo Mourning Charities, Inc., et al., Index No. 650361/11
TNGC-AMC Agreement

the notice or communication in the United States mail, certified or registered mail, postage prepaid, return receipt requested, or upon delivery by courier, and addressed as follows, unless and until any of such parties notifies the others in accordance with this section of a change of address:

If to AMC:

Alonzo Mourning Charities, Inc.
2901 Florida Avenue, Suite 806
Coconut Grove, Florida 33133

with a copy to:

Andrew B. Kratenstein, Esq.
McDermott Will & Emery
340 Madison Avenue
New York, New York 10173

If to TNGC:

The Trump Organization
725 Fifth Avenue
New York, New York 10022
Attention Michael Cohen

with a copy to:

Lawrence S. Rosen, Esq.
LaRocca Hornik Rosen Greenberg & Blaha LLP
40 Wall Street, 32nd Floor
New York, New York 10005

15. **Jointly Drafted.** This Agreement shall be considered as drafted jointly by the Parties, and no ambiguity or uncertainty found in the terms hereof shall be construed for or against either Party based on an attribution of drafting to either Party.

Greenberg v. Alonzo Mourning Charities, Inc., et al., Index No. 650361/11
TNGC-AMC Agreement

16. **Headings.** The headings of the paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

17. **No Admission of Wrongdoing.** By entering into this Agreement, AMC and TNGC do not admit to any wrongdoing. Nothing herein shall be construed as an admission by any party of any liability of any kind with respect thereto.

18. **Sole Consideration.** The Parties understand and agree that the consideration recited in this Agreement and in the Settlement Agreement is the sole and only consideration for this Agreement.

19. **Representation By Counsel.** The Parties hereto each acknowledge that they have had the opportunity to consult with legal counsel of its choice prior to execution of this Agreement, has in fact done so, and has been specifically advised by counsel of the consequences of this Agreement and its respective rights and obligations hereunder. The Parties further acknowledge that the terms of this Agreement are the result of negotiations between them and that this Agreement shall not be construed in favor of, or against any Party by reason of the extent to which a party or its counsel participating in its drafting or by reason of the extent to which this Agreement may be inconsistent with prior drafts thereof.

20. **Attorneys' Fees.** Each party hereto shall bear its own attorneys' fees and costs incurred through the execution of this Agreement.

21. **Facsimile Signatures.** This Agreement may be executed via facsimile and facsimile signatures shall have the same effect as original signatures.

22. **Authority.** Each person executing this Agreement on behalf of a party that is not a natural person represents and warrants that he has the full authority to do so and that the Party

Greenberg v. Alonzo Mourning Charities, Inc., et al., Index No. 650361/11
TNGC-AMC Agreement

on whose behalf he is executing this Agreement has complied with all bylaws, articles of incorporation, partnership agreements and all other laws or other requirements to bind such Party to this Agreement. Each Party that is a corporation or company, and each person executing this Agreement on behalf of a corporation or company, represents and warrants that (a) such corporation or limited liability company is duly organized, validly authorized and in good standing, and possesses full power and authority to enter into and comply with the terms of this Agreement; (b) the execution and delivery, and compliance with the terms of this Agreement have been duly and validly authorized by all requisite corporate acts and consents and do not contravene the terms of any other obligation to which the corporation or limited liability company is subject; (c) this Agreement, when effective, will constitute a legal, binding and valid obligation of each such entity, enforceable in accordance with its terms; and (d) each party will furnish to the other parties such evidence of compliance with the terms of this Agreement including, without limitation, providing to the other any opinions or other authority relied upon with respect thereto, as any party may reasonably request.

23. **Non-Waiver.** The failure of any Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

24. **Exhibits.** This Side Agreement expressly includes as part hereof the attached exhibit(s), which are incorporated in this Agreement by this reference.

Greenberg v. Alonzo Mourning Charities, Inc., et al., Index No. 650361/11
TNGC-AMC Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

ALONZO MOURNING CHARITIES, INC.

By: *[Signature]*



STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI-DADE)

On the 19th day of February, 2012, before me, the undersigned a Notary Public in and for said State, personally appeared A. Mourning, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

ALONZO MOURNING

[Signature]

STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI-DADE)

On the 19th day of February, 2012, before me, the undersigned a Notary Public in and for said State, personally appeared A. Mourning, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[Signature]
Notary Public

Greenberg v. Alonzo Mourning Charities, Inc., et al., Index No. 650361/11
TNGC-AMC Agreement

TRUMP NATIONAL GOLF CLUB

By: _____

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the _____ day of February, 2012, before me, the undersigned a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A



Michael D. Cohen
Executive Vice President and
Special Counsel to
Donald J. Trump
Direct Dial (212) 836-3212
Fax (212) 980-3821
Cellular (646) 853-0114
mcohen@trumporg.com

October 28, 2011

Re: Trump "Centurion" Golf Membership Card

Dear Alonzo Mourning Charities:

The recipient of this Premiere "Centurion" Trump Golf Card will enjoy an elite experience, with rights to *every* golf course currently owned by Donald J. Trump, and all future golf course developments. The *only one of its kind*, the Centurion Card will confer a level of service and privileges extended only to selected individuals. As the foremost golf course developer in the world, Donald J. Trump is committed to creating the finest portfolio of award-winning courses. With 10 courses* currently in the portfolio throughout North America and Europe, and one in development in Scotland, Trump golf properties offer a new level of challenge, luxury, service and performance that have become synonymous with the Trump Golf experience.

Centurion Card Membership

The holder of this card will get one-of-a-kind access to all Trump National and International Golf Clubs in perpetuity. Trump courses are considered to have the highest standards in golf course design, maintenance, and management. Trump courses combine the most spectacular landscapes with the talents of the world's best golf course architects such as Tom Fazio, Pete Dye, Martin Hawtree, Arthur Hills and Tom Kite, creating a timeless blend of beauty and challenge on every hole.

The holder of this card will join an unrivaled niche in the golf marketplace, and have an unparalleled five star experience and access to *each* Trump course, which will include access to Mar-a-Lago Club, one of the most highly regarded private clubs in the world, with the initiation fee capping at \$350,000. Trump private clubs offer a lifestyle of uncompromising personal service; luxury amenities and attention to detail that create a lifetime of priceless memories.

Centurion Membership Privileges include:

- Universal all-access lifetime memberships to all Trump golf properties, including properties developed in the future;
- Membership is irrevocable;
- Membership fees capped at \$1,500.00 per month in perpetuity, which membership fees will cover all golf clubs/courses and no additional fees will be charged including greens or caddy fees related to the Member*;
- Right of survivorship to the spouse of the holder (i.e. membership is transferable on the same terms to the spouse upon the death of the holder**);
- Membership is extended to immediate family of the holder;
- Membership permits the bringing of guests, however, such guests will be subject to the ordinary charges, if any, charged to guests for play at the particular course; and
- Membership will allow the Member to use all of the other features and amenities at each of the golf courses at no additional charge or expense.
- Member must abide by all club rules and regulations.

*The holder will be obligated to pay the monthly membership fees of \$1,500.00; no other fees are associated with the membership.

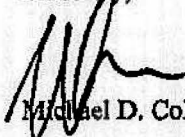
**Membership is otherwise non-transferable.

Trump Golf Courses

- Trump International Golf Club, West Palm Beach – (regular membership initiation fee \$350,000.00)
- Trump National Golf Club, Bedminster – (regular membership initiation fee \$150,000.00)
- Trump National Golf Club, Westchester – (regular membership initiation fee \$150,000.00)
- Trump National Golf Club, Washington D.C. – (regular membership initiation fee \$75,000.00)
- Trump National Golf Club, Colts Neck – (regular membership initiation fee \$50,000.00)
- Trump National Golf Club, Hudson Valley – (regular membership initiation fee \$50,000.00)
- Trump National Golf Club, Philadelphia – (regular membership initiation fee \$25,000.00)
- Trump International Golf Club, Puerto Rico – (regular membership initiation fee \$25,000.00)
- Trump National Golf Club, Los Angeles
- Trump International Golf Links, Scotland (in development)

The holder will also have access to any future golf courses developed by Trump.

Sincerely,



Michael D. Cohen