

EXHIBIT 34

Greenberg v. Alonzo Mourning Charities, Inc., et al., Index No. 650361/11
Settlement Agreement and General Release of Claims

EXECUTION COPY**SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS**

This Settlement Agreement and General Release of Claims (“Agreement”) dated as of February 13, 2012, (the “Effective Date”) is entered into by and between Martin Greenberg (“Greenberg”), on the one hand, and 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”), FTG/CI Inc. and its present, former or future agents, representatives, employees, directors, members, managers, officers, attorneys, accountants, subsidiaries, divisions, parents, assigns, affiliates, predecessors and successors (“FTG”), 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”), on the other hand, and is intended by the parties hereto to settle fully and finally any and all claims, obligations, disputes and/or differences between them.

RECITALS

WHEREAS, Greenberg, AMC, FTG and TNGC (the “Parties”) 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, AMC, FTG and TNGC each believe they have valid defenses, counterclaims and/or cross-claims in the Action that have or could have been asserted; and

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WHEREAS, Greenberg, AMC, FTG and TNGC wish to settle, compromise and forever resolve all disputes between them, and to release each other from any and all claims that were or could have been asserted in the Action, without any admission of liability on the part of any party on the terms and conditions herein.

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. **Settlement Payments.**

The total settlement shall be for \$775,000.00, to be paid as follows:

a. 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 provided that a fully executed copy of this Agreement has been provided to AMC on or before February 14, 2012. If a fully executed copy of this Agreement has not been provided to AMC on or before February 14, 2012, AMC shall be required to wire the AMC Settlement Payment within 48 hours of receipt of a fully executed copy of this Agreement.

b. No later than the close of business on February 14, 2012, AMC shall cause to be wired the amount of \$158,000.00 (“Further Settlement Payment”) to the Martin B. Greenberg Charitable Foundation provided that a fully executed copy of this Agreement has been provided to AMC on or before February 14, 2012. If a fully executed copy of this Agreement has not been provided to AMC on or before February 14, 2012, AMC shall cause to

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be wired to Greenberg the Further Settlement Payment within 48 hours of receipt of a fully executed copy of this Agreement.

c. No later than the close of business on February 14, 2012, FTG shall wire and confirm receipt of funds in the amount of \$15,000.00 (the "FTG Settlement Payment") to the Martin B. Greenberg Charitable Foundation provided that a fully executed copy of this Agreement has been provided to FTG. If a fully executed copy of this Agreement has not been provided to FTG on or before February 14, 2012, FTG shall be required to wire the FTG Settlement Payment within 48 hours of receipt of a fully executed copy of this Agreement.

d. Upon receipt by Greenberg of the AMC Settlement Payment, the Further Settlement Payment, and the FTG Settlement Payment, the Parties' counsel shall promptly execute the Stipulation of Discontinuance with prejudice attached hereto as Exhibit A and counsel for Greenberg shall promptly file the fully executed Stipulation of Discontinuance with the Supreme Court of the State of New York, New York County.

e. 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").

All payments shall be by wire transfer with the following wiring instructions:

Pay: Chase Manhattan Bank NY
ABA# 021000021
Account: Brown Brothers Harriman & Co.
Acct. # [REDACTED]
For further credit to: The Martin B Greenberg Foundation
Account # [REDACTED]

2. **Security For Final Payment.** In order to secure the Final Payment, no later than the close of business on February 14, 2012, AMC or its designee shall provide funds (the "Security Funds") in the amount of \$342,000.00 (the "Security Funds"), by check or wire, to

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Greenberg's attorneys, Herrick, Feinstein LLP ("Herrick") provided that a fully executed copy of this Agreement has been provided to AMC. If a fully executed copy of this Agreement has not been provided to AMC on or before February 14, 2012, AMC shall be required to tender to Herrick the Security Funds within 48 hours of receipt of a fully executed copy of this Agreement. The Security Funds shall be placed in an interest bearing escrow account with Herrick as escrow agent. In the event that the Martin B. Greenberg Charitable Foundation has not received the Final Payment by the close of business on August 13, 2012, Greenberg or his attorneys shall provide written notice to AMC and only those Security Funds necessary to complete the Final Payment shall be wired to the Martin B. Greenberg Charitable Foundation within 48 hours of receipt of the notice. After Greenberg receives the Final Payment, any excess Security Funds remaining with Herrick shall then be returned to AMC or its designee.

3. **Default.** In the event any of the settlement payments set forth above other than the Final Payment are not received by the close of business on February 14, 2012, Greenberg shall have the option to declare this Agreement null and void and of no force and effect. If Greenberg makes such a declaration, any monies that Greenberg has received shall be returned to the Party that transmitted the funds and the depositions of Greenberg, FTG and AMC, scheduled for February 14 and 15, 2012, in Miami, Florida, shall proceed on February 15 and 16, 2012, in Miami Florida or, if Greenberg elects not to proceed with the depositions on those dates, on other mutually agreed dates.

4. **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.

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5. **Confidentiality.** The Parties may disclose the fact that they have entered into this Agreement and that the Action has been settled. The terms of this 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 Settlement Agreement; or (c) as necessary to advise the Parties' respective legal, accounting, or financial advisers.

6. **Mutual General Releases.**

a. Except for the obligations contained herein, Greenberg hereby releases and discharges, for himself, his representatives, successors and assigns AMC, FTG and TNGC, and their representatives, successors, assigns, divisions, affiliates, parents, subsidiaries, officers, directors, shareholders, agents, attorneys and employees, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which Greenberg ever had, now has or hereafter can, shall or may have against AMC, FTG and TNGC, for, upon, or by reason of any manner, cause or thing whatsoever from the beginning of the world to the date of execution of this Agreement.

b. Except for the obligations contained herein, AMC hereby releases and discharges for itself and its representatives, successors and assigns, divisions, affiliates, parents, subsidiaries, officers, directors, shareholders, agents, attorneys, employees, representatives, successors and assigns, Greenberg, FTG and TNGC, and all of their representatives, successors and assigns, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever,

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in law, admiralty or equity, which AMC ever had, now has or hereafter can, shall or may have against Greenberg, FTG and TNGC, for, upon, or by reason of any manner, cause or thing whatsoever from the beginning of the world to the day of the date of the execution of the Agreement.

c. Except for the obligations contained herein, FTG hereby releases and discharges for itself and its representatives, successors and assigns, divisions, affiliates, parents, subsidiaries, officers, directors, shareholders, agents, attorneys, employees, representatives, successors and assigns, Greenberg, AMC and TNGC, and all of their representatives, successors and assigns, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which FTG ever had, now has or hereafter can, shall or may have against Greenberg, AMC and TNGC, for, upon, or by reason of any manner, cause or thing whatsoever from the beginning of the world to the day of the date of the execution of this Agreement.

d. Except for the obligations contained herein, TNGC hereby releases and discharges for itself and its representatives, successors and assigns, divisions, affiliates, parents, subsidiaries, officers, directors, shareholders, agents, attorneys, employees, representatives, successors and assigns, Greenberg, AMC and FTG, and all of their representatives, successors and assigns, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which TNGC ever had, now has or hereafter can, shall or may have

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against Greenberg, AMC and FTG, for, upon, or by reason of any manner, cause or thing whatsoever from the beginning of the world to the day of the date of the execution of this Agreement.

7. **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 Agreement, and they will not seek any indemnification from the Parties hereto in regard thereto except as otherwise provided in this 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.

8. **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 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

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provision of this 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.

9. **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.

10. **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 Supreme Court for the State of New York, New York County for resolution.

11. **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

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Agreement shall be enforceable independently of any other provision of this Agreement and independently of any other claim or cause of action.

12. **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 the Defendant and its 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.

13. **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 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 Greenberg:

Martin Greenberg
150 Horseshoe Road
Mill Neck, NY 11765-1008

with a copy to:

William R. Fried, Esq.
Herrick, Feinstein LLP
2 Park Avenue
New York, New York 10016

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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 FTG:

Florida Team Golf & Celebrity International
12982 SW 89th Avenue
Miami, Florida 33176

with a copy to:

Charles W. Flynn, Esq.
Stolzenberg, Gelles & Flynn, P.A.
1401 Brickell Avenue, Suite 825
Miami, Florida 33131-3502

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

14. **Jointly Drafted.** This Settlement 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 any Party based on an attribution of drafting to any Party.

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15. **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.

16. **No Admission of Wrongdoing.** By entering into this Agreement, Greenberg, AMC, FTG 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.

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

17. **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.

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

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

20. **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 on whose behalf he is executing this Agreement has complied with all bylaws, articles of

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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.

21. **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.

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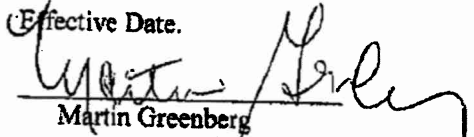
Marty Greenberg

561-416-5693

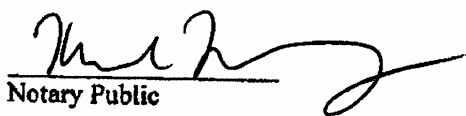
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IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the

Effective Date.

Martin Greenberg
STATE OF NY)
COUNTY OF NY) ss.

On the 13 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

ALONZO MOURNING CHARITIES, INC.

HOWARD MALZBERG
Notary Public, State of New York
No. 01MA4913510
Qualified in New York County
Commission Expires Nov. 23, 2013

By: _____

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

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

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FTG CI INC.

By: _____
Tod Roy, President

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

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

TRUMP NATIONAL GOLF CLUB

By: _____
STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 13TH day of February, 2012, before me, the undersigned a Notary Public in and for said State, personally appeared ~~Donald Trump~~ ^{Donald Trump}, 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

MICHAEL COHEN
Notary Public, State of New York
No. 02CO6137349
Qualified in New York County
Commission Expires November 21, 2013

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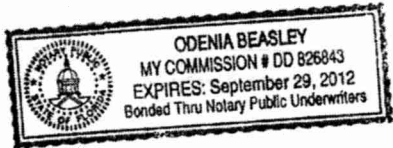
FTG CI INC

By: Tod Roy
Tod Roy, President

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

On the 14 day of February, 2012, before me, the undersigned a Notary Public in and for said State, personally appeared Tod Roy, 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.

Odenia Beasley
Notary Public



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

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

----- X

MARTIN GREENBERG, :

Plaintiff, :

- against - :

ALONZO MOURNING CHARITIES, INC.; :

FLORIDA TEAM GOLF & CELEBRITY :

INTERNATIONAL; HOLE IN ONE :

INTERNATIONAL; and TRUMP NATIONAL :

GOLF CLUB, :

Defendants. :

----- X

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STIPULATION OF DISCONTINUANCE

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned attorneys for the parties, whereas no party is an infant, incompetent person for whom a committee has been appointed or conservatee, and no person not a party has an interest in the subject matter of the action, that all claims in the above entitled action are hereby discontinued with prejudice, and without costs to either party as against the other.

IT IS FURTHER STIPULATED AND AGREED, that this stipulation may be filed without further notice with the Clerk of the Court. Facsimile signatures are considered as originals.

Dated: New York, New York
February 14, 2012

HERRICK FEINSTEIN LLP

MCDERMOTT WILL & EMERY

By: _____

William R. Fried
Attorneys for Plaintiff
2 Park Avenue
New York, NY 10016
(212) 592-1400

By: _____

Andrew B. Kratenstein
Attorneys for Defendant Alonzo
Mourning Charities, Inc.
340 Madison Avenue
New York, NY 10173
(212) 547-5695

STOLZENBERG, GELLES, & FLYNN LLP

LAROCCA HORNICK, ROSEN
GREENBERG & BLAHA

By: _____

Charles Flynn
Attorneys for Defendant Florida Team
Golf & Celebrity International
1401 Brickell Ave.
Suite 825
Miami, FL 33131
(305) 961-1450

By: _____

Lawrence Rosen
Attorneys for Trump National
Golf Club
40 Wall Street, 32nd Floor
New York, New York 10005
(212) 530-4822