

EXHIBIT 36

charitybuzz

Auction Service Agreement

The purpose of this Auction Service Agreement (“Agreement”), dated as of December 1, 2011, is to specify the agreement for the services (“Services”) being performed by Charity Buzz, Inc., a Delaware corporation, (“charitybuzz” or “Operator”), located at 437 5th Avenue, New York, New York 10016, on behalf of Donald J. Trump Foundation, a non-profit corporation (“Donald J. Trump Foundation” or the “Company”), located at 725 Fifth Ave., 25th Floor, New York, NY 10022, in connection with its online auctions to be held through December 1, 2012 (the “Auction”). The Services will consist of all agreed upon deliverables including all features, user functionality and operational tasks surrounding the Auction as further described herein.

I. Services

The Services shall consist of the following activities:

Pre-Auction (from execution of this Agreement to Auction launch)

- charitybuzz will develop the online Auction “shell” for the proprietary Auction platform, ensuring alignment with the look and feel of the Donald J. Trump Foundation brand.
- charitybuzz will be responsible for configuring, customizing and testing the shell and its features and functionality. The Auction will be hosted on charitybuzz servers and site with links from the Donald J. Trump Foundation website and other websites as directed by Donald J. Trump Foundation.
- charitybuzz will be responsible for coordinating the efforts of all parties involved in the Auction and verifying that deliverables are created on a timely basis to achieve the on-time launch of the Auction.
- charitybuzz will be responsible for all operational aspects of the lot collection process. charitybuzz will be responsible for working directly with all lot donors, but will not solicit any lots to be auctioned. charitybuzz will also be responsible for maintaining physical possession of the lots, as required.
- charitybuzz will highlight in auction efforts any lots as instructed by DONALD J. TRUMP FOUNDATION. charitybuzz will feature the goals of Donald J. Trump Foundation and/or their hyperlinked URL on charitybuzz.com with the key lots highlighted, as instructed by DONALD J. TRUMP FOUNDATION.
- Upon request by DONALD J. TRUMP FOUNDATION, charitybuzz will distribute online Auction icons for posting on approved Auction websites. The Auction icon will be placed with links to charitybuzz on all appropriate sites that

agree to help build traffic for the event and are approved by Donald J. Trump Foundation.

- charitybuzz will develop online collateral as requested by DONALD J. TRUMP FOUNDATION..

The Auction

charitybuzz will open the Auction for bidding on the agreed upon launch date. On the launch date, the Auction website will contain complete thumbnail and expanded view lot data for all lots.

- charitybuzz will authorize and verify all credit card information for all registered bidders for MasterCard, Visa and American Express.
- charitybuzz will offer 24/7 online support, including site monitoring, mirrored servers for failover and multiple T3 connections.
- DONALD J. TRUMP FOUNDATION may determine to utilize email to help promote the auction and promote traffic to the site. charitybuzz will offer customer support and troubleshooting by phone and email to ensure complete satisfaction for all Auction participants and current and future Donald J. Trump Foundation supporters. The charitybuzz information phone line can be displayed as part of the Auction collateral to ensure that all help requests are answered as quickly as possible during normal business hours (9 am – 5 pm EST).

Post Auction

- charitybuzz will send confirmation e-mails to all online Auction lot winners.
- charitybuzz will process credit card payments, money wires, and checks from winning bidders. The entire payment reconciliation process will be completed and submitted within 5 business days of the close of the Auction.
- charitybuzz will fulfill all applicable winning lots with merchandise and experiences from charitybuzz or Donald J. Trump Foundation, as applicable. charitybuzz will be responsible for all shipping required to fulfill the applicable winning lots.
- charitybuzz will transfer funds to Donald J. Trump Foundation as specified herein.
- charitybuzz will distribute purchase receipts to winning bidders as requested.
- charitybuzz will provide Donald J. Trump Foundation with all winning bidders' registration information, in accordance with this Agreement.

charitybuzz will handle all post-auction issues and inquiries from bidders.

Unless told otherwise, charitybuzz will proceed with the following assumptions:

- Donald J. Trump Foundation is responsible for the accuracy, availability, and quality of all data it provides to charitybuzz under this Agreement, which may include lot information, disclaimers, terms and conditions and any other information provided by Donald J. Trump Foundation to charitybuzz. Donald J. Trump Foundation will be responsible for reviewing, critiquing and approving project deliverables in a timely manner.

II. Terms and Conditions

The following standard terms and conditions apply to this Agreement:

- 1. Description of Services.** Company engages Operator to provide Services to Company as described herein in accordance with the terms and conditions of this Agreement.
- 2. Term.** The term of the Agreement shall begin on the date first written above and shall ~~continue for one calendar year~~ ^{TERMINATE ON DECEMBER 31, 2011}, unless terminated earlier pursuant to Section 9 of this Article II. ~~After the initial one year period, this agreement will automatically renew for additional one (1) year periods unless either party gives notice on or before thirty (30) days prior to the end of any one year period that the party wishes to allow the agreement to terminate.~~

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3. Compensation.

a. As compensation for its activities hereunder, the Operator shall receive from Company a rate of ~~twenty~~ ^{FIFTEEN} percent (15%) of the aggregate sales price of all lots. All applicable shipping and insurance charges for all lots will be charged by the Operator to the winning bidder and deducted prior to remittance to The Company. Consignment goods included in this agreement will be reviewed in advance and approved in advance. There will be no fee paid on the amount due for the consignment and the fee will only be on the amount raised in excess of the consignment cost.

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b. Operator will collect the sales price of all lots directly from the winning bidders either through check, money wire or credit card. The Operator will remit 80% net of the collected funds within thirty (30) days of collecting all of the funds and the attached payment form. Operator will also provide detail regarding the reconciliation of the amounts collected, and the calculation used to determine Company's payment amount. charitybuzz reserves the right to keep winning bid/funds in escrow balance for lots which sell for more than \$50,000 until they are redeemed by the winning bidder, or in accordance with applicable state law.

- 4. Refunds.** If a winning bidder determines that he/she wants a refund for the lot, charitybuzz reserves the exclusive right to grant the refund. If charitybuzz

determines to make a refund to any winning bidder, charitybuzz shall be compensated pursuant to section 3 for its services in all cases where a refund is made. The parties may determine to offer the item again for auction.

5. Unrelated Expenses. Operator may perform some services for Company that are not the subject of this Agreement. Company shall be responsible for any expenses incurred by Operator not related to the services described herein. The Company must explicitly approve any and all expenses for other services before they are incurred.

6. Solicitation of Contributions. charitybuzz does not solicit contributions on behalf of charitable organizations. charitybuzz provides a technology whereby charitable organizations and others may use the charitybuzz auction platform to sell lots to the general public. The lots have either been donated to the charitable organization or purchased by the charitable organization for auction, but have not been solicited by charitybuzz. charitybuzz simply provides a website technology whereby charitable organizations may engage in and conduct an online auction.

6. Intellectual Property.

a. Company represents and warrants that it holds a valid license to use or is the owner of the URLs, logos, trademarks, service marks, and trade names that Company directs Operator to use in connection with the Auction (not including item descriptions) (collectively, the "Company Marks").

b. Company hereby grants Operator a non-exclusive, revocable, non-transferable, royalty free right to use the Company Marks during the Term and solely in connection with the promotion and conduct of the Auction. It is agreed and understood that no right, title or interest in the use of any Company Marks is granted to Operator under this Agreement. All such right, title and interest in the use of the Marks shall remain the exclusive property of Company or the Company Marks' owner (the "Owner"). Operator acknowledges that any use of the Company Marks shall inure to the benefit of the Owner. Operator shall not do anything or fail to do something that will affect the validity of the Company Marks.

c. Operator represents and warrants that it holds a valid license to use or is the owner of the URLs, logos, trademarks, service marks, and trade names that Operator permits Company to use in connection with the Auction (collectively, the "Operator Marks" and together with the Company Marks, the "Marks").

d. Irrespective of any termination of this Agreement howsoever caused, each party is and shall remain the exclusive owner of and shall retain all right, title and interest in and to their respective Marks.

e. Company shall have the right to use Operator Marks during the Term solely in connection with the Auction and in advertising and promotional material related to the Auction, and for no other purpose.

f. Quality Control.

i. Each party acknowledges and is familiar with the standards, quality and style of the Marks and agrees to, at all times, use the Marks in a manner which meets or exceeds such standards.

ii. Each party shall use the other party's Marks only in such forms as may be approved, in writing, in advance by the owner of the Mark.

iii. No party shall use the Marks in conjunction or association with the names or marks of any other third party without prior written consent from the Mark's respective owner.

iv. No party shall use a Mark in any way which causes, or is foreseeably likely to cause, damage to the reputation, business or goodwill of the other party.

v. charitybuzz recognizes that the marketing, Auction composition and entire campaign for Donald J. Trump Foundation should reflect the upscale attributes of the organization, as articulated in the mission statement, and no collateral will be presented or published (either virtually or in print) that veers from this positive image. To this end, Donald J. Trump Foundation will be shown all content prior to publishing for approval unless agreed to otherwise as the relationship develops.

7. **Independent Contractor.** The parties acknowledge and agree that Operator is an independent contractor of the Company. This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture between Company and Operator. Operator shall be solely liable for the wages, benefits and work schedules of its partners, independent contractors and employees.
8. **Taxes.** Operator shall be responsible for and pay all costs of conducting its business, including but not limited to, the expense and responsibility for any applicable insurance or city, country, state or federal licenses, permits, taxes or assessments of any kind.
9. **Information.** Company represents and warrants that all information relating to the lots they provide Operator including names, descriptions, estimates, reserves and prices shall be accurate to the best of its knowledge in all material respects.
10. **Privacy and Security.** charitybuzz is committed to privacy and the protection of personal information. The TRUSTe seal on the charitybuzz Web site demonstrates that the company complies with the highest standards for protecting personal information. charitybuzz abides by the international credit card merchant laws and complies with the U.S. - E.U. Safe Harbor framework and the U.S. - Swiss Safe Harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union and Switzerland respectively. charitybuzz agrees at all times in processing transactions contemplated under this agreement to comply with the Payment Card Industry Data Security Standards (PCI-DSS) and the Payment Application Data Security Standards (PA-DSS), as applicable.

- 11. Termination of Agreement.** Either party may terminate this Agreement with prior notice to the other if any material representation, warranty, agreement, or obligation contained or referred to in the Agreement has been breached, provided the injured party has given the other party written notice of such material breach and there has been a failure to cure such material breach within fifteen (15) days after receipt of such notice.
- 12. Force Majeure.** Notwithstanding any other provision of this Agreement, no party to the Agreement shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance due to any cause beyond its reasonable control, provided that the affected party takes reasonable means to expeditiously remedy the problem causing such nonperformance.
- 13. Marketing and Public Relations.** charitybuzz will share marketing and public relations best practices with DONALD J. TRUMP FOUNDATION prior to auction launch. charitybuzz will provide other marketing and/or public relations support at its discretion, taking into account specific auction packages, newsworthiness and availability of high-profile participants for media opportunities. DONALD J. TRUMP FOUNDATION agrees to send all press releases, media alerts and marketing materials regarding the auction to charitybuzz for review prior to sending them to the media. DONALD J. TRUMP FOUNDATION agrees to utilize its personal marketing channels to the fullest to promote the auction, including but not limited to email blasts, social media, web site presence, and media outreach.
- 14. Indemnification.** Operator shall indemnify, defend and hold Company harmless from any and all claims, losses and/or damages, of whatever kind and nature, arising from, out of or in connection with (i) any breach by Operator of the terms of this Agreement or any negligent act or omission of Operator in connection with the Services rendered hereunder or (ii) the infringement or claim of infringement, of any copyright, patent, trade mark, trade secret or other intellectual property right based on Operator's performance of Services hereunder. In addition, should any state or federal agency bring any enforcement action whatsoever, including, but not limited to civil penalties, against Company based on Operator's failure to comply with any applicable state and/or federal laws regulating charitable appeals, Operator agrees to indemnify Company for any and all costs associated with defending any such claim, including, but not limited to attorney's fees, and for any resulting penalty and for any amount agreed upon between Company and the regulatory agency in resolution of the matter. Conversely, should any state or federal agency bring any enforcement action whatsoever, including, but not limited to civil penalties, against Operator based on Company's failure to comply with any applicable state and/or federal laws regulating charitable appeals, Company agrees to indemnify Operator for any and all costs associated with defending any such claim, including, but not limited to attorney's fees, and for any resulting penalty and for any amount agreed upon between Operator and the regulatory agency in resolution of the matter.

- 15. Public Announcements.** Operator shall not issue any press release or public announcements disclosing the existence or terms of this Agreement or relating to the relationship between the parties without prior written consent of Company.
- 16. Applicable Law.** This Agreement shall be governed and construed in accordance with the laws of the state of New York. In the event any dispute or claim arises out this Agreement, which cannot be settled by the parties, such disputes or claims shall be resolved by any federal or state court in New York having jurisdiction thereof.
- 17. Compliance with Laws.** Operator represents and warrants that the Services provided hereunder will comply with all federal, state and local laws applicable to such services.
- 18. Entire Agreement.** Except as specifically provided herein, this document contains the entire agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended, except by an agreement in writing signed by both parties.
- 19. Technical Training.** No formalized training of Company employees is included in this project nor is it expected that any technical training will be required.
- 20. Press Releases and Interview Availability.** All PR requirements will be coordinated with Donald J. Trump Foundation and submitted in advance for approval.
- 21. Confidentiality.** charitybuzz will use its best efforts to keep all information and transactions related to the services provided under this agreement secure and confidential. To this end, charitybuzz agrees to employ industry-standard security protocols, especially with respect to credit card transactions or the collection of other personal information from bidders or auction participants. charitybuzz agrees to notify Donald J. Trump Foundation immediately of any breach of security or confidentiality with respect to any information or transactions relating to Donald J. Trump Foundation's auction.

IN WITNESS WHEREOF, this Agreement is executed as of the first date written above.

Donald J. Trump Foundation

By: _____

Michael Cohen, Esq.
VP & SPECIAL COUNSEL

Name:

Title:

By: _____

Name:

Title:

CHARITYBUZZ, INC.

By: _____

Name:

Title:

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name
The Donald J Trump Foundation

Business name, if different from above

Check appropriate box: Individual/
Sole proprietor Corporation Partnership Other **Not for profit** Exempt from backup
withholding

Address (number, street, and apt. or suite no.)
725 Fifth Avenue

City, state, and ZIP code
New York, NY 10022

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN).
**However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on
page 3. For other entities, it is your employer identification number (EIN). If you do not have a number,
see How to get a TIN on page 3.**

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number
to enter.

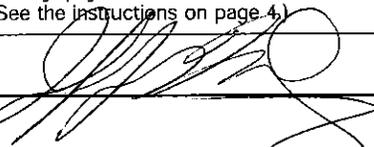
Social security number								
or								
Employer identification number								
1	3	3	4	0	4	7	7	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person  Date **1/2/2012**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities**).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.