### SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549 \_\_\_\_\_\_

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

BUCKTV.COM, INC.

(Exact name of registrant as specified in its charter)

NEVADA

31-12440524

(State or other Jurisdiction of Incorporation or Organization) (I.R.S. Employer Identification No.)

743 Gold Hill Place - PMB-294, P.O. Box 220 Woodland Park, CA 80866

(Address of Principal Executive Offices) (Zip Code)

CONSULTING AGREEMENT CONTRACT WITH ADAM BARNETT, CLAUDE KELLY, DAVID KLAHR, GERALD E. LARSON, JEFFREY T. STUBER, MIA LUCAS, PAUL MADOFF, RANJIT SINGH HANS, REGINA M. BLACKMORE, ROBERT JAYNES, RONALD D. BIXLER, SHANE WEISKICHER, STEPHEN BISHOP, R. L. SIMPSON, TODD C. BEHEMANN

(Full Title of Plan)

Larry E. "Buck" Hunter Chief Executive Officer 743 Gold Hill Place - PMB-294, P.O. Box 220 Woodland Park, CA 80866 (Name and Address of agent for service)

626-434-1032

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(Telephone Number, including area code, of agent for service)

Copy to Brian Dvorak, Esq 136 Arbor Way Henderson, Nevada 89014 (702) 794-4992

1

CALCULATION OF REGISTRATION FEE

		PROPOSED	PROPOSED	
		MAXIMUM	MAXIMUM	
		OFFERING	AGGREGATE	AMOUNT OF
TITLE OF SECURITIES	AMOUNT TO BE	PRICE	OFFERING	REGISTRATION
TO BE REGISTERED	REGISTERED (1)	PER UNIT	PRICE	FEE (2)

par value

Common Stock, 10,890,000 shares \$0.045 \$490,050 \$129.91

\$.001 per share

The Offering Price is used solely for purposes of estimating the registration fee pursuant to Rules 457(c) and 457(h) promulgated pursuant to the Securities Act of 1933. The Offering Price is estimated as the average of the bid and asked prices in the week ended March 23, 2001.

PART I

incorporated by reference under Item 3 of Part II to this Form S-8, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act, and are incorporated herein by reference.

#### ITEM 1. PLAN INFORMATION

The Company is offering shares of its common stock to the individual participants, Adam Barnett, Claude Kelly, David Klahr, Gerald E Larson, Jeffrey T. Stuber, Mia Lucas, Paul Madoff, Ranjit Singh Hans, Regina M Blackmore, Robert Jaynes, Ronald D Bixler, Shane L Weiskicher, Stephen Bishop, Todd C. Behemann, R L Simpson, (sole shareholder, officer and director of Registration Services of Nevada, Inc.) (the "Consulting Agreements"). See Exhibits 4.1, and 4.2. This issuance of shares is being made pursuant to a Legal and Consulting Plan (the "Plan") adopted by the Board of Directors on March 19, 2001. The Board has equated this number of shares to the value of the consulting services provided or to be provided by these individuals. The shares issued hereunder will not be subject to any resale restrictions. The Plan is not qualified under ERISA. The following individuals will receive the number of shares listed next to their names:

Adam Barnett	3,000,000	for	consulting	services
Claude Kelly	350,000	for	consulting	services
David Klahr	150,000	for	consulting	services
Gerald E. Larson	50,000	for	consulting	services
Jeffrey T. Stuber	1,000,000	for	consulting	services
Mia Lucas	500,000	for	consulting	services
Paul Madoff	120,000	for	consulting	services
Ranjit Singh Hans	400,000	for	consulting	services
Regina M. Blackmore	250,000	for	consulting	services
Robert Jaynes	250,000	for	consulting	services
Ronald D. Bixler	350,000	for	consulting	services
Shane L. Weiskicher	850 <b>,</b> 000	for	consulting	services
Stephen Bishop	3,000,000	for	consulting	services
R. L. Simpson	500,000	for	consulting	services
Todd C. Behemann	120,000	for	consulting	services

### ITEM 2. REGISTRANT INFORMATION AND EMPLOYEE PLAN ANNUAL INFORMATION

Written statement required to be provided to participants pursuant to this Item 2:

2

We will provide without charge to each participant in the Consulting Services Contracts, upon written or oral request of such person, a copy (without exhibits, unless such exhibits are specifically incorporated by reference) of any or all of the documents incorporated by reference pursuant to this Registration Statement. Requests may be forwarded to Bucktv.com, Inc., Larry E. "Buck" Hunter, 743 Gold Hill Place - PMB-294 P.O. Box 220, Woodland Park CO 80866, (626) 434-1032

# PART II

# INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

## ITEM 3. INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The contents of the following documents filed by BUCKTV.COM, INC., a Nevada corporation ("Bucktv.com, Inc." or the "Registrant"), with the Securities and Exchange Commission (the "Commission") are hereby incorporated into this registration statement ("Registration Statement") by reference:

- (i) Registrant's Registration Statement on Form 10-SB filed pursuant to Section 12(g) of the Securities Exchange Act of 1934, as amended ("Exchange Act"), dated September 16, 1999; and
- (ii) Registrant's quarterly reports on Form 10-QSB for the quarters ended June 30, 1999, September 30, 1999 March 31, 2000, June 30, 2000 and September 30, 2000.
- (iii) Registrant's annual reports on Form 10-KSB for the years ended December 31, 1999.

All documents filed by us with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, subsequent to the filing date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered have been sold or which registers all securities then remaining unsold shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing such documents. We will provide without charge to each participant in the written compensation contracts, upon written or oral request of such person, a copy (without

exhibits, unless such exhibits are specifically incorporated by reference) of any or all of the documents incorporated by reference pursuant to this Item 3.

### ITEM 4. DESCRIPTION OF SECURITIES

Not Applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

Not Applicable.

### ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Article XI of the Company's Articles of Incorporation for the Company do contain provisions for indemnification of the officers and directors; in addition, Section 78.751 of the Nevada General Corporation Laws provides as follows: 78.751 Indemnification of officers, directors, employees and agents; advance of expenses.

3

- 1. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suitor proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and that, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.
- 2. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals there from, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.
- 3. To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections 1 and 2, or in defense of any claim, issue or matter therein, he must be indemnified by the corporation against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense.
- 4. Any indemnification under subsections 1 and 2, unless ordered by a court or advanced pursuant to subsection 5, must be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances. The determination must be made: (a) By the stockholders: (b) By the board of directors by majority vote of a quorum consisting of directors who were not parties to act, suit or proceeding; (c) If a majority vote of a quorum consisting of directors who were not parties to the act, suit or proceeding so orders, by independent legal counsel in a written opinion; or (d) If a quorum consisting of directors who were not parties to the act, suit or proceeding cannot to obtained, by independent legal counsel in a written opinion; or

- 5. The articles of incorporation, the bylaws or an agreement made by the corporation may provide that the expenses of officers and directors incurred in defending a civil or criminal, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by corporation. The provisions of this subsection do not affect any rights to advancement of expenses to which corporate personnel other than the directors or officers may be entitled under any contract or otherwise by law.
- 6. The indemnification and advancement of expenses authorized in or ordered by a court pursuant to this section: (a) Does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the articles of incorporation or any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, for either an action in his official capacity or an action in another capacity while holding his office, except that indemnification, unless ordered by a court pursuant to subsection 2 or for the advancement of expenses made pursuant to subsection 5, may not be made to or on behalf of any director or officer if a final adjudication establishes that his act or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action. (b) Continues for a person who has ceased to be a director, officer, employee or agent and endures to the benefit of the heirs, executors and administrators of such a person.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

# ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Not Applicable.

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## ITEM 8. EXHIBITS

Exhibit No.	Description of Exhibits	
3.1	Certificate of Incorporation of the Company (filed as Exhibit 3.3 to the Company's Registration Statement on Form	
	10-SB as filed with the Commission on April 29, 1999).	
3.2	Bylaws of the Company(filed as Exhibit 3.3 to the Company's	
	Registration Statement on Form 10-SB2 as filed with the	
	Commission on April 29, 1999)	
4.1	Consulting Agreement Contract dated March 2, 2001 between	
	Bucktv.com, Inc. and Adam Barnett(filed herewith).	
4.2	Consulting Agreement Contract dated March 12, 2001 between	
	Bucktv.com, Inc. and Claude Kelly (filed herewith).	
4.3	Consulting Agreement Contract dated March 12, 2001 between	
	Bucktv.com, Inc. and David Klahr (filed herewith).	
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4.6	Consulting Agreement Contract dated March 12, 2001 between	
	Bucktv.com, Inc. and Mia Lucas (filed herewith).	
4.7	Consulting Agreement Contract dated March 12, 2001 between	
	Bucktv.com, Inc. and Paul Madoff (filed herewith).	
4.8	Consulting Agreement Contract dated March 12, 2001 between	
	Bucktv.com, Inc. and Ranjit Singh Hans (filed herewith).	
4.9	Consulting Agreement Contract dated March 12, 2001 between	
	Bucktv.com, Inc. and Regina M Blackmore (filed herewith).	
4.10	Consulting Agreement Contract dated March 12, 2001 between	
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4.12	Consulting Agreement Contract dated March 12, 2001 between	
	Bucktv.com, Inc. and Shane L. Weiskicher (filed herewith).	
4.13	Consulting Agreement Contract dated March 12, 2001 between	

	Bucktv.com, Inc. and Stephen Bishop (filed herewith).
4.14	Consulting Agreement Contract dated March 12, 2001 between
	Bucktv.com, Inc. and R. L. Simpson (filed herewith).
4.15	Consulting Agreement Contract dated March 12, 2001 between
	Bucktv.com, Inc. and Todd C. Behemann (filed herewith).
5.1	Opinion of Brian Dvorak, Esq. (filed herewith).
23.1	Consent of Barry Friedman, Certified Public Accountant(filed
	1

Consent of Brian Dvorak. (Included in Exhibit 5.1).

### ITEM 9. UNDERTAKINGS

23.2

#### (a) UNDERTAKING TO UPDATE

The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement to:
- (i) include any prospectus required by section  $10\,(a)\,(3)$  of the Securities Act;
- (ii) reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent posteffective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information in the Registration Statement; and
- (iii) include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

PROVIDED, HOWEVER, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") that are incorporated by reference in the Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post- effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial BONA FIDE offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

6

# (b) UNDERTAKING WITH RESPECT TO DOCUMENTS INCORPORATED BY REFERENCE

The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to section 13(a) or section 15(d) of the Exchange Act that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial BONA FIDE offering thereof.

## (c) UNDERTAKING WITH RESPECT TO INDEMNIFICATION

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Las Vegas, State of Nevada, on this 26rd day of March, 2001.

BUCKTV.COM, INC.

By:

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Larry E. "Buck" Hunter CHIEF EXECUTIVE OFFICER

In accordance with the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated and on this 26th day of March, 2001.

SIGNATURE

TITLE

/s/ Larry E. "Buck" Hunter
Larry E. "Buck" Hunter

Chief Executive Officer and Chairman of the Board (principal executive officer); Chief Financial Officer

/s/ Bry Behrmann
----Bry Behrmann

Corporate Secretary

7

## INDEX TO EXHIBITS

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5.1	Opinion of Brian Dvorak, Esq. (filed herewith).		
23.1	Consent of Barry Friedman, Certified Public Accountant(filed herewith).		
23.2	Consent of Brian Dvorak. (Included in Exhibit 5.1).		

This Agreement is made and entered into as of the 2nd day of March, 2001, by and between Bucktv.com, Inc. ("Issuer") and the undersigned Adam Barnett ("Consultant") 11554 S.W. 127TH COURT Miami, FL 33186

### RECITALS

- A. WHEREAS, Issuer desires to retain Consultant, and Consultant desires to be retained by Issuer, to provide consulting services to Issuer; and
- B. WHEREAS, Issuer desires to compensate Consultant for Consultant's services by issuing Shares of Issuer's common stock, and Consultant desires to be compensated by the receipt of such Shares.
- NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:
- 1. CONSULTING SERVICES AND COMPENSATION. On the terms and subject to the conditions set forth in this agreement, Issuer and Consultant hereby agree that:
- 1.1 For a period of 360 days after the date of this agreement, Consultant shall serve as a consultant to Issuer on the corporate internet/website analysis needs, also on the most efficient way to increase earnings per share. In addition Consultant will consult on the organizational effort needs re: the transfer agent, securities attorney and accountants. In addition the Consultant will assist in locating potential business opportunities and developing business strategies for Issuer within guidelines to be established by Issuer from time to time (the "Consulting Services"); and
- 1.2 Issuer agrees to issue to Consultant and Consultant agrees to accept from Issuer, as compensation for the Consulting Services, Three Million (1,300,000) of Issuer's common stock which is set forth on the Signature page of this Agreement (the "Shares").
- 2. REGISTRATION, ISSUANCE AND DELIVERY OF SHARES. Issuer agrees to register the issuance of the Shares to Consultant by filing a Form S-8 registration statement (the "Registration Statement") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"). Promptly after the Registration Statement becomes effective, Issuer shall issue a stock certificate representing the Shares to Consultant and shall deliver the stock certificate at the address specified by Consultant in the delivery instructions on the signature page of this agreement.
- 3. ISSUER'S REPRESENTATIONS AND WARRANTIES. Issuer hereby represents and warrants to Consultant that:
- 3.1 Authority. The individual executing and delivering this agreement on Issuer's behalf has been duly authorized to do so, the signature of such individual is binding upon Issuer, and Issuer is duly organized and subsisting under the laws of the jurisdiction in which it was organized.
- 3.2 Enforceability. Issuer has duly executed and delivered this agreement and (subject to its execution by Consultant) it constitutes a valid and binding agreement of Issuer enforceable in accordance with its terms against Issuer, except as such enforceability may be limited by principles of public policy, and subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.
- 3.3 Capitalization. Issuer has no outstanding capital stock other than common stock as of the date of this agreement. Issuer is authorized to issue 100,000,000 Shares of Common Stock, of which 31,351,920 Shares are issued and outstanding. All of Issuer's outstanding Shares of Common Stock have been duly and validly issued and are fully paid, nonassessable and not subject to any preemptive or similar rights; and the Shares have been duly authorized and, when issued and delivered to Consultant as payment for services rendered as provided by this agreement, will be validly issued, fully paid and nonassessable, and the issuance of such Shares will not be subject to any preemptive or similar rights.
- 4. MISCELLANEOUS.
- 4.1 Assignment. This Agreement is not Transferable or Assignable.
- 4.2 Execution and Delivery of Agreement. Each of the parties shall be entitled to rely on delivery by facsimile transmission of an executed copy of this agreement by the other party, and acceptance of such facsimile copies shall create a valid and binding agreement between the parties.

- 4.3 Titles. The titles of the sections and subsections of this agreement are for the convenience of reference only and are not to be considered in construing this agreement.
- 4.4 Severability. The invalidity or unenforceability of any particular provision of this agreement shall not affect or limit the validity or enforceability of the remaining provisions of this agreement.
- 4.5 Entire Agreement. This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matters herein and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to such matters.
- 4.6 Waiver and Amendment. Except as otherwise provided herein, the provisions of this agreement may be waived, altered, amended or repealed, in whole or in part, only upon the mutual written agreement of Consultant and Issuer.
- 4.7 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- $4.8\,$  Governing Law. This agreement is governed by and shall be construed in accordance with the internal law of the State of Nevada without reference to its rules as to conflicts of law.
- IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above mentioned.

BUCKTV.COM, INC.

By: /s/

- -----

Larry E. Hunter President

"CONSULTANT"

Adam Barnett

By: /s/

Signature Adam Barnett

11554 S.W. 127 TH COURT Miami FL 33186

3,000,000 Shares. Number of Shares to be issued to Adam Barnett pursuant to this agreement.

This Agreement is made and entered into as of the 12th day of March, 2001, by and between Bucktv.com, Inc. ("Issuer") and the undersigned Claude Kelly ("Consultant") 604 East Main Street, Perry FL 32347.

#### RECITALS

- A. WHEREAS, Issuer desires to retain Consultant, and Consultant desires to be retained by Issuer, to provide consulting services to Issuer; and
- B. WHEREAS, Issuer desires to compensate Consultant for Consultant's services by issuing Shares of Issuer's common stock, and Consultant desires to be compensated by the receipt of such Shares.
- NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:
- 1. CONSULTING SERVICES AND COMPENSATION. On the terms and subject to the conditions set forth in this agreement, Issuer and Consultant hereby agree that:
- 1.1 For a period of 360 days after the date of this agreement, Consultant shall serve as a consultant to Issuer on the corporate internet/website analysis needs, also on the most efficient way to increase earnings per share. In addition Consultant will consult on the organizational effort needs re: the transfer agent, securities attorney and accountants. In addition the Consultant will assist in locating potential business opportunities and developing business strategies for Issuer within guidelines to be established by Issuer from time to time (the "Consulting Services"); and
- 1.2 Issuer agrees to issue to Consultant and Consultant agrees to accept from Issuer, as compensation for the Consulting Services, Three Hundred Fifty Thousand Shares (350,000) of Issuer's common stock which is set forth on the Signature page of this Agreement (the "Shares").
- 2. REGISTRATION, ISSUANCE AND DELIVERY OF SHARES. Issuer agrees to register the issuance of the Shares to Consultant by filing a Form S-8 registration statement (the "Registration Statement") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"). Promptly after the Registration Statement becomes effective, Issuer shall issue a stock certificate representing the Shares to Consultant and shall deliver the stock certificate at the address specified by Consultant in the delivery instructions on the signature page of this agreement.
- 3. ISSUER'S REPRESENTATIONS AND WARRANTIES. Issuer hereby represents and warrants to Consultant that:
- 3.1 Authority. The individual executing and delivering this agreement on Issuer's behalf has been duly authorized to do so, the signature of such individual is binding upon Issuer, and Issuer is duly organized and subsisting under the laws of the jurisdiction in which it was organized.
- 3.2 Enforceability. Issuer has duly executed and delivered this agreement and (subject to its execution by Consultant) it constitutes a valid and binding agreement of Issuer enforceable in accordance with its terms against Issuer, except as such enforceability may be limited by principles of public policy, and subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.
- 3.3 Capitalization. Issuer has no outstanding capital stock other than common stock as of the date of this agreement. Issuer is authorized to issue 100,000,000 Shares of Common Stock, of which 31,351,920 Shares are issued and outstanding. All of Issuer's outstanding Shares of Common Stock have been duly and validly issued and are fully paid, nonassessable and not subject to any preemptive or similar rights; and the Shares have been duly authorized and, when issued and delivered to Consultant as payment for services rendered as provided by this agreement, will be validly issued, fully paid and nonassessable, and the issuance of such Shares will not be subject to any preemptive or similar rights.

- 4.1 Assignment. This Agreement is not Transferable or Assignable.
- 4.2 Execution and Delivery of Agreement. Each of the parties shall be entitled to rely on delivery by facsimile transmission of an executed copy of this agreement by the other party, and acceptance of such facsimile copies shall create a valid and binding agreement between the parties.

- 4.3 Titles. The titles of the sections and subsections of this agreement are for the convenience of reference only and are not to be considered in construing this agreement.
- 4.4 Severability. The invalidity or unenforceability of any particular provision of this agreement shall not affect or limit the validity or enforceability of the remaining provisions of this agreement.
- 4.5 Entire Agreement. This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matters herein and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to such matters.
- 4.6 Waiver and Amendment. Except as otherwise provided herein, the provisions of this agreement may be waived, altered, amended or repealed, in whole or in part, only upon the mutual written agreement of Consultant and Issuer.
- 4.7 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- 4.8 Governing Law. This agreement is governed by and shall be construed in accordance with the internal law of the State of Nevada without reference to its rules as to conflicts of law.
- IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above mentioned.

By: /s/

BUCKTV.COM, INC.

- -----

Larry E. Hunter President

"CONSULTANT"

Claude Kelly

By: /s/

- -----

Signature Cluade Kelly 604 East Main Street, Perry FL 32347

 $350,000\ \mathrm{Shares}$  . Number of Shares to be issued to Claude Kelly pursuant to this agreement.

This Agreement is made and entered into as of the 12 th day of March, 2001, by and between Bucktv.com, Inc. ("Issuer") and the undersigned David Klahr ("Consultant") 5960 W Parker Road # 278-212, Plano TX 7503.

#### RECITALS

- A. WHEREAS, Issuer desires to retain Consultant, and Consultant desires to be retained by Issuer, to provide consulting services to Issuer; and
- B. WHEREAS, Issuer desires to compensate Consultant for Consultant's services by issuing Shares of Issuer's common stock, and Consultant desires to be compensated by the receipt of such Shares.
- NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:
- 1. CONSULTING SERVICES AND COMPENSATION. On the terms and subject to the conditions set forth in this agreement, Issuer and Consultant hereby agree that:
- 1.1 For a period of 360 days after the date of this agreement, Consultant shall serve as a consultant to Issuer on the corporate internet/website analysis, Promotion of Website Auction Partners needs. In addition the Consultant will assist in locating potential Website business opportunities and developing business strategies for Issuer within guidelines to be established by Issuer from time to time (the "Consulting Services"); and
- 1.2 Issuer agrees to issue to Consultant and Consultant agrees to accept from Issuer, as compensation for the Consulting Services, One Hundred Fifty thousand Shares (150,000) of Issuer's common stock which is set forth on the Signature page of this Agreement (the "Shares").
- 2. REGISTRATION, ISSUANCE AND DELIVERY OF SHARES. Issuer agrees to register the issuance of the Shares to Consultant by filing a Form S-8 registration statement (the "Registration Statement") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"). Promptly after the Registration Statement becomes effective, Issuer shall issue a stock certificate representing the Shares to Consultant and shall deliver the stock certificate at the address specified by Consultant in the delivery instructions on the signature page of this agreement.
- 3. ISSUER'S REPRESENTATIONS AND WARRANTIES. Issuer hereby represents and warrants to Consultant that:
- 3.1 Authority. The individual executing and delivering this agreement on Issuer's behalf has been duly authorized to do so, the signature of such individual is binding upon Issuer, and Issuer is duly organized and subsisting under the laws of the jurisdiction in which it was organized.
- 3.2 Enforceability. Issuer has duly executed and delivered this agreement and (subject to its execution by Consultant) it constitutes a valid and binding agreement of Issuer enforceable in accordance with its terms against Issuer, except as such enforceability may be limited by principles of public policy, and subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.
- 3.3 Capitalization. Issuer has no outstanding capital stock other than common stock as of the date of this agreement. Issuer is authorized to issue 100,000,000 Shares of Common Stock, of which 31,351,920 Shares are issued and outstanding. All of Issuer's outstanding Shares of Common Stock have been duly and validly issued and are fully paid, nonassessable and not subject to any preemptive or similar rights; and the Shares have been duly authorized and, when issued and delivered to Consultant as payment for services rendered as provided by this agreement, will be validly issued, fully paid and nonassessable, and the issuance of such Shares will not be subject to any preemptive or similar rights.

- 4.1 Assignment. This Agreement is not Transferable or Assignable.
- 4.2 Execution and Delivery of Agreement. Each of the parties shall be entitled to rely on delivery by facsimile transmission of an executed copy of this agreement by the other party, and acceptance of such facsimile copies shall create a valid and binding agreement between the parties.
- 4.3 Titles. The titles of the sections and subsections of this agreement are

for the convenience of reference only and are not to be considered in construing this agreement.

- 4.4 Severability. The invalidity or unenforceability of any particular provision of this agreement shall not affect or limit the validity or enforceability of the remaining provisions of this agreement.
- 4.5 Entire Agreement. This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matters herein and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to such matters.
- 4.6 Waiver and Amendment. Except as otherwise provided herein, the provisions of this agreement may be waived, altered, amended or repealed, in whole or in part, only upon the mutual written agreement of Consultant and Issuer.
- 4.7 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- 4.8 Governing Law. This agreement is governed by and shall be construed in accordance with the internal law of the State of Nevada without reference to its rules as to conflicts of law.
- IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above mentioned.  $\tt "ISSUER"$

DI	JCKTV	COM	. INC.
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By: /s/

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Larry E. Hunter President

"CONSULTANT"

David Klahr

By: /s/

- -----

Signature
David Klahr
5960 W Parker Road # 278-212,
Plano TX 7503.

 $150,000\ \mathrm{Shares}$  . Number of Shares to be issued to David Klahr pursuant to this agreement.

This Agreement is made and entered into as of the 12 day of March, 2001, by and between Bucktv.com, Inc. ("Issuer") and the undersigned Gerald E. Larson P.O. Box 643 Goodsprings, Nevada 89019.

#### RECITALS

- A. WHEREAS, Issuer desires to retain Consultant, and Consultant desires to be retained by Issuer, to provide consulting services to Issuer; and
- B. WHEREAS, Issuer desires to compensate Consultant for Consultant's services by issuing Shares of Issuer's common stock, and Consultant desires to be compensated by the receipt of such Shares.
- NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:
- 1. CONSULTING SERVICES AND COMPENSATION. On the terms and subject to the conditions set forth in this agreement, Issuer and Consultant hereby agree that:
- 1.1 For a period of 360 days after the date of this agreement, Consultant shall serve as a consultant to Issuer on the corporate internet/website analysis needs, also on the most efficient way to increase earnings per share. In addition Consultant will consult on the organizational effort needs re: the transfer agent, securities attorney and accountants. In addition the Consultant will assist in locating potential business opportunities and developing business strategies for Issuer within guidelines to be established by Issuer from time to time (the "Consulting Services"); and
- 1.2 Issuer agrees to issue to Consultant and Consultant agrees to accept from Issuer, as compensation for the Consulting Services, Fifty thousand Shares (50,000) of Issuer's common stock which is set forth on the Signature page of this Agreement (the "Shares").
- 2. REGISTRATION, ISSUANCE AND DELIVERY OF SHARES. Issuer agrees to register the issuance of the Shares to Consultant by filing a Form S-8 registration statement (the "Registration Statement") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"). Promptly after the Registration Statement becomes effective, Issuer shall issue a stock certificate representing the Shares to Consultant and shall deliver the stock certificate at the address specified by Consultant in the delivery instructions on the signature page of this agreement.
- 3. ISSUER'S REPRESENTATIONS AND WARRANTIES. Issuer hereby represents and warrants to Consultant that:
- 3.1 Authority. The individual executing and delivering this agreement on Issuer's behalf has been duly authorized to do so, the signature of such individual is binding upon Issuer, and Issuer is duly organized and subsisting under the laws of the jurisdiction in which it was organized.
- 3.2 Enforceability. Issuer has duly executed and delivered this agreement and (subject to its execution by Consultant) it constitutes a valid and binding agreement of Issuer enforceable in accordance with its terms against Issuer, except as such enforceability may be limited by principles of public policy, and subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.
- 3.3 Capitalization. Issuer has no outstanding capital stock other than common stock as of the date of this agreement. Issuer is authorized to issue 100,000,000 Shares of Common Stock, of which 31,351,920 Shares are issued and outstanding. All of Issuer's outstanding Shares of Common Stock have been duly and validly issued and are fully paid, nonassessable and not subject to any preemptive or similar rights; and the Shares have been duly authorized and, when issued and delivered to Consultant as payment for services rendered as provided by this agreement, will be validly issued, fully paid and nonassessable, and the issuance of such Shares will not be subject to any preemptive or similar rights.

- 4.1 Assignment. This Agreement is not Transferable or Assignable.
- 4.2 Execution and Delivery of Agreement. Each of the parties shall be entitled to rely on delivery by facsimile transmission of an executed copy of this agreement by the other party, and acceptance of such facsimile copies shall create a valid and binding agreement between the parties.

- 4.3 Titles. The titles of the sections and subsections of this agreement are for the convenience of reference only and are not to be considered in construing this agreement.
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- 4.5 Entire Agreement. This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matters herein and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to such matters.
- 4.6 Waiver and Amendment. Except as otherwise provided herein, the provisions of this agreement may be waived, altered, amended or repealed, in whole or in part, only upon the mutual written agreement of Consultant and Issuer.
- 4.7 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- $4.8\,$  Governing Law. This agreement is governed by and shall be construed in accordance with the internal law of the State of Nevada without reference to its rules as to conflicts of law.
- IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above mentioned.

BUCKTV.COM, INC.

By: /s/

- -----

Larry E. Hunter President

"CONSULTANT"

Gerald E. Larson

By: /s/

Signature

Signature
Gerald E. Larson
P.O. Box 643
Goodsprings, Nevada 89019
50,000 Shares. Number of Shares to be issued to Gene Larson pursuant to this agreement.

This Agreement is made and entered into as of the 12th day of March, 2001, by and between Bucktv.com, Inc. ("Issuer") and the undersigned Jeffrey T. Stuber ("Consultant") 11366 Alvarez Meadows Crt, San Diego, CA 92126

#### RECITALS

- A. WHEREAS, Issuer desires to retain Consultant, and Consultant desires to be retained by Issuer, to provide consulting services to Issuer; and
- B. WHEREAS, Issuer desires to compensate Consultant for Consultant's services by issuing Shares of Issuer's common stock, and Consultant desires to be compensated by the receipt of such Shares.
- NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:
- 1. CONSULTING SERVICES AND COMPENSATION. On the terms and subject to the conditions set forth in this agreement, Issuer and Consultant hereby agree that:
- 1.1 For a period of 180 days after the date of this agreement, Consultant shall serve as a consultant to Issuer on the corporate internet/website analysis needs, also on the most efficient way to increase earnings per share. In addition Consultant will consult on the organizational effort needs re: the transfer agent, securities attorney and accountants. In addition the Consultant will assist in locating potential business opportunities and developing business strategies for Issuer within guidelines to be established by Issuer from time to time (the "Consulting Services"); and
- 1.2 Issuer agrees to issue to Consultant and Consultant agrees to accept from Issuer, as compensation for the Consulting Services, One Million Shares (1,000,000) of Issuer's common stock which is set forth on the Signature page of this Agreement (the "Shares").
- 2. REGISTRATION, ISSUANCE AND DELIVERY OF SHARES. Issuer agrees to register the issuance of the Shares to Consultant by filing a Form S-8 registration statement (the "Registration Statement") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"). Promptly after the Registration Statement becomes effective, Issuer shall issue a stock certificate representing the Shares to Consultant and shall deliver the stock certificate at the address specified by Consultant in the delivery instructions on the signature page of this agreement.
- 3. ISSUER'S REPRESENTATIONS AND WARRANTIES. Issuer hereby represents and warrants to Consultant that:
- 3.1 Authority. The individual executing and delivering this agreement on Issuer's behalf has been duly authorized to do so, the signature of such individual is binding upon Issuer, and Issuer is duly organized and subsisting under the laws of the jurisdiction in which it was organized.
- 3.2 Enforceability. Issuer has duly executed and delivered this agreement and (subject to its execution by Consultant) it constitutes a valid and binding agreement of Issuer enforceable in accordance with its terms against Issuer, except as such enforceability may be limited by principles of public policy, and subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.
- 3.3 Capitalization. Issuer has no outstanding capital stock other than common stock as of the date of this agreement. Issuer is authorized to issue 100,000,000 Shares of Common Stock, of which 31,351,920 Shares are issued and outstanding. All of Issuer's outstanding Shares of Common Stock have been duly and validly issued and are fully paid, nonassessable and not subject to any preemptive or similar rights; and the Shares have been duly authorized and, when issued and delivered to Consultant as payment for services rendered as provided by this agreement, will be validly issued, fully paid and nonassessable, and the issuance of such Shares will not be subject to any preemptive or similar rights.
- 4. MISCELLANEOUS.
- 4.1 Assignment. This Agreement is not Transferable or Assignable.
- 4.2 Execution and Delivery of Agreement. Each of the parties shall be entitled to rely on delivery by facsimile transmission of an executed copy of this agreement by the other party, and acceptance of such facsimile copies shall create a valid and binding agreement between the parties.

- 4.3 Titles. The titles of the sections and subsections of this agreement are for the convenience of reference only and are not to be considered in construing this agreement.
- 4.4 Severability. The invalidity or unenforceability of any particular provision of this agreement shall not affect or limit the validity or enforceability of the remaining provisions of this agreement.
- 4.5 Entire Agreement. This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matters herein and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to such matters.
- 4.6 Waiver and Amendment. Except as otherwise provided herein, the provisions of this agreement may be waived, altered, amended or repealed, in whole or in part, only upon the mutual written agreement of Consultant and Issuer.
- 4.7 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- $4.8\,$  Governing Law. This agreement is governed by and shall be construed in accordance with the internal law of the State of Nevada without reference to its rules as to conflicts of law.
- IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above mentioned.

BUCKTV.COM, INC.

By: /s/

- -----

Larry E. Hunter President

"CONSULTANT"

Jeffrey T. Stuber

By: /s/

- -----

Signature Jeffrey T. Stuber

11366 Alvarez Meadows Crt, San Diego, CA 92126 SOCIAL # 439-114132

SOCIAL # 439-114132 1,000,000 Shares. Number of Shares to be issued to Jeffrey T. Stuber pursuant to this agreement.

This Agreement is made and entered into as of the 12 day of March, 2001, by and between Bucktv.com, Inc. ("Issuer") and the undersigned Mia Lucas ("Consultant") 835 N. State Street, Wiesier, ID 83672

#### RECITALS

- A. WHEREAS, Issuer desires to retain Consultant, and Consultant desires to be retained by Issuer, to provide consulting services to Issuer; and
- B. WHEREAS, Issuer desires to compensate Consultant for Consultant's services by issuing Shares of Issuer's common stock, and Consultant desires to be compensated by the receipt of such Shares.
- NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:
- 1. CONSULTING SERVICES AND COMPENSATION. On the terms and subject to the conditions set forth in this agreement, Issuer and Consultant hereby agree that:
- 1.1 For a period of 360 days after the date of this agreement, Consultant shall serve as a consultant to Issuer on the corporate internet/website analysis needs, also on the most efficient way to increase earnings per share. In addition Consultant will consult on the organizational effort needs re: the transfer agent, securities attorney and accountants. In addition the Consultant will assist in locating potential business opportunities and developing business strategies for Issuer within guidelines to be established by Issuer from time to time (the "Consulting Services"); and
- 1.2 Issuer agrees to issue to Consultant and Consultant agrees to accept from Issuer, as compensation for the Consulting Services, Five Hundred Thousand Shares (500,000) of Issuer's common stock which is set forth on the Signature page of this Agreement (the "Shares").
- 2. REGISTRATION, ISSUANCE AND DELIVERY OF SHARES. Issuer agrees to register the issuance of the Shares to Consultant by filing a Form S-8 registration statement (the "Registration Statement") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"). Promptly after the Registration Statement becomes effective, Issuer shall issue a stock certificate representing the Shares to Consultant and shall deliver the stock certificate at the address specified by Consultant in the delivery instructions on the signature page of this agreement.
- 3. ISSUER'S REPRESENTATIONS AND WARRANTIES. Issuer hereby represents and warrants to Consultant that:
- 3.1 Authority. The individual executing and delivering this agreement on Issuer's behalf has been duly authorized to do so, the signature of such individual is binding upon Issuer, and Issuer is duly organized and subsisting under the laws of the jurisdiction in which it was organized.
- 3.2 Enforceability. Issuer has duly executed and delivered this agreement and (subject to its execution by Consultant) it constitutes a valid and binding agreement of Issuer enforceable in accordance with its terms against Issuer, except as such enforceability may be limited by principles of public policy, and subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.
- 3.3 Capitalization. Issuer has no outstanding capital stock other than common stock as of the date of this agreement. Issuer is authorized to issue 100,000,000 Shares of Common Stock, of which 31,351,920 Shares are issued and outstanding. All of Issuer's outstanding Shares of Common Stock have been duly and validly issued and are fully paid, nonassessable and not subject to any preemptive or similar rights; and the Shares have been duly authorized and, when issued and delivered to Consultant as payment for services rendered as provided by this agreement, will be validly issued, fully paid and nonassessable, and the issuance of such Shares will not be subject to any preemptive or similar rights.
- 4. MISCELLANEOUS.
- 4.1 Assignment. This Agreement is not Transferable or Assignable.
- 4.2 Execution and Delivery of Agreement. Each of the parties shall be entitled to rely on delivery by facsimile transmission of an executed copy of this agreement by the other party, and acceptance of such facsimile copies shall create a valid and binding agreement between the parties.

- 4.3 Titles. The titles of the sections and subsections of this agreement are for the convenience of reference only and are not to be considered in construing this agreement.
- 4.4 Severability. The invalidity or unenforceability of any particular provision of this agreement shall not affect or limit the validity or enforceability of the remaining provisions of this agreement.
- 4.5 Entire Agreement. This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matters herein and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to such matters.
- 4.6 Waiver and Amendment. Except as otherwise provided herein, the provisions of this agreement may be waived, altered, amended or repealed, in whole or in part, only upon the mutual written agreement of Consultant and Issuer.
- 4.7 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- $4.8\,$  Governing Law. This agreement is governed by and shall be construed in accordance with the internal law of the State of Nevada without reference to its rules as to conflicts of law.
- IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above mentioned.

BUCKTV.COM, INC.

By: /s/

- -----

Larry E. Hunter President

Mia Lucas ("Consultant")

By: /s/

- -----

Signature Mia Lucas ("Consultant") 835 N. State Street, Wiesier, ID 83672

 $500,000\ \mathrm{Shares}$  . Number of Shares to be issued to Mia Lucas pursuant to this agreement.

This Agreement is made and entered into as of the 12th day of March, 2001, by and between Bucktv.com, Inc. ("Issuer") and the undersigned Paul Madoff ("Consultant") 18 W. 21st Street, 6th Floor, New York, NY 10010

### RECITALS

- A. WHEREAS, Issuer desires to retain Consultant, and Consultant desires to be retained by Issuer, to provide consulting services to Issuer; and
- B. WHEREAS, Issuer desires to compensate Consultant for Consultant's services by issuing Shares of Issuer's common stock, and Consultant desires to be compensated by the receipt of such Shares.
- NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:
- 1. CONSULTING SERVICES AND COMPENSATION. On the terms and subject to the conditions set forth in this agreement, Issuer and Consultant hereby agree that:
- 1.1 For a period of 360 days after the date of this agreement, Consultant shall serve as a consultant to Issuer on the corporate internet/website analysis needs, also on the most efficient way to increase earnings per share. In addition Consultant will consult on the organizational effort needs re: the transfer agent, securities attorney and accountants. In addition the Consultant will assist in locating potential business opportunities and developing business strategies for Issuer within guidelines to be established by Issuer from time to time (the "Consulting Services"); and
- 1.2 Issuer agrees to issue to Consultant and Consultant agrees to accept from Issuer, as compensation for the Consulting Services, One Hundred Twenty Thousand Shares (120,000) of Issuer's common stock which is set forth on the Signature page of this Agreement (the "Shares").
- 2. REGISTRATION, ISSUANCE AND DELIVERY OF SHARES. Issuer agrees to register the issuance of the Shares to Consultant by filing a Form S-8 registration statement (the "Registration Statement") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"). Promptly after the Registration Statement becomes effective, Issuer shall issue a stock certificate representing the Shares to Consultant and shall deliver the stock certificate at the address specified by Consultant in the delivery instructions on the signature page of this agreement.
- 3. ISSUER'S REPRESENTATIONS AND WARRANTIES. Issuer hereby represents and warrants to Consultant that:
- 3.1 Authority. The individual executing and delivering this agreement on Issuer's behalf has been duly authorized to do so, the signature of such individual is binding upon Issuer, and Issuer is duly organized and subsisting under the laws of the jurisdiction in which it was organized.
- 3.2 Enforceability. Issuer has duly executed and delivered this agreement and (subject to its execution by Consultant) it constitutes a valid and binding agreement of Issuer enforceable in accordance with its terms against Issuer, except as such enforceability may be limited by principles of public policy, and subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.
- 3.3 Capitalization. Issuer has no outstanding capital stock other than common stock as of the date of this agreement. Issuer is authorized to issue 100,000,000 Shares of Common Stock, of which 31,351,920 Shares are issued and outstanding. All of Issuer's outstanding Shares of Common Stock have been duly and validly issued and are fully paid, nonassessable and not subject to any preemptive or similar rights; and the Shares have been duly authorized and, when issued and delivered to Consultant as payment for services rendered as provided by this agreement, will be validly issued, fully paid and nonassessable, and the issuance of such Shares will not be subject to any preemptive or similar rights.
- 4. MISCELLANEOUS.
- 4.1 Assignment. This Agreement is not Transferable or Assignable.
- 4.2 Execution and Delivery of Agreement. Each of the parties shall be entitled to rely on delivery by facsimile transmission of an executed copy of this agreement by the other party, and acceptance of such facsimile copies shall create a valid and binding agreement between the parties.

- 4.3 Titles. The titles of the sections and subsections of this agreement are for the convenience of reference only and are not to be considered in construing this agreement.
- 4.4 Severability. The invalidity or unenforceability of any particular provision of this agreement shall not affect or limit the validity or enforceability of the remaining provisions of this agreement.
- 4.5 Entire Agreement. This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matters herein and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to such matters.
- 4.6 Waiver and Amendment. Except as otherwise provided herein, the provisions of this agreement may be waived, altered, amended or repealed, in whole or in part, only upon the mutual written agreement of Consultant and Issuer.
- 4.7 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- $4.8\,$  Governing Law. This agreement is governed by and shall be construed in accordance with the internal law of the State of Nevada without reference to its rules as to conflicts of law.
- IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above mentioned.

BUCKTV.COM, INC.

By: /s/

- -----

Larry E. Hunter President

"CONSULTANT"

Paul Madoff

By: /s/

-- -----

Signature
Paul Madoff
18 W. 21st Street, 6th Floor,
New York, NY 10010
120,000 Shares. Number of Shares to be issued
to Paul Madoff pursuant to this agreement.

This Agreement is made and entered into as of the 12th day of March, 2001, by and between Bucktv.com, Inc. ("Issuer") and the undersigned Ranjit Singh Hans ("Consultant"). 7002 VillaEstelle Orlando FL 32819

#### RECITALS

- A. WHEREAS, Issuer desires to retain Consultant, and Consultant desires to be retained by Issuer, to provide consulting services to Issuer; and
- B. WHEREAS, Issuer desires to compensate Consultant for Consultant's services by issuing Shares of Issuer's common stock, and Consultant desires to be compensated by the receipt of such Shares.
- NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:
- 1. CONSULTING SERVICES AND COMPENSATION. On the terms and subject to the conditions set forth in this agreement, Issuer and Consultant hereby agree that:
- 1.1 For a period of 360 days after the date of this agreement, Consultant shall serve as a consultant to Issuer on the corporate internet/website analysis, Promotion of Website Auction Partners needs. In addition the Consultant will assist in locating potential Website business opportunities and developing business strategies for Issuer within guidelines to be established by Issuer from time to time (the "Consulting Services"); and
- 1.2 Issuer agrees to issue to Consultant and Consultant agrees to accept from Issuer, as compensation for the Consulting Services, Four Hundred thousand Shares (400,000) of Issuer's common stock which is set forth on the Signature page of this Agreement (the "Shares").
- 2. REGISTRATION, ISSUANCE AND DELIVERY OF SHARES. Issuer agrees to register the issuance of the Shares to Consultant by filing a Form S-8 registration statement (the "Registration Statement") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"). Promptly after the Registration Statement becomes effective, Issuer shall issue a stock certificate representing the Shares to Consultant and shall deliver the stock certificate at the address specified by Consultant in the delivery instructions on the signature page of this agreement.
- 3. ISSUER'S REPRESENTATIONS AND WARRANTIES. Issuer hereby represents and warrants to Consultant that:
- 3.1 Authority. The individual executing and delivering this agreement on Issuer's behalf has been duly authorized to do so, the signature of such individual is binding upon Issuer, and Issuer is duly organized and subsisting under the laws of the jurisdiction in which it was organized.
- 3.2 Enforceability. Issuer has duly executed and delivered this agreement and (subject to its execution by Consultant) it constitutes a valid and binding agreement of Issuer enforceable in accordance with its terms against Issuer, except as such enforceability may be limited by principles of public policy, and subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.
- 3.3 Capitalization. Issuer has no outstanding capital stock other than common stock as of the date of this agreement. Issuer is authorized to issue 100,000,000 Shares of Common Stock, of which 31,351,920 Shares are issued and outstanding. All of Issuer's outstanding Shares of Common Stock have been duly and validly issued and are fully paid, nonassessable and not subject to any preemptive or similar rights; and the Shares have been duly authorized and, when issued and delivered to Consultant as payment for services rendered as provided by this agreement, will be validly issued, fully paid and nonassessable, and the issuance of such Shares will not be subject to any preemptive or similar rights.

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for the convenience of reference only and are not to be considered in construing this agreement.

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- 4.6 Waiver and Amendment. Except as otherwise provided herein, the provisions of this agreement may be waived, altered, amended or repealed, in whole or in part, only upon the mutual written agreement of Consultant and Issuer.
- 4.7 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- $4.8\,$  Governing Law. This agreement is governed by and shall be construed in accordance with the internal law of the State of Nevada without reference to its rules as to conflicts of law.
- IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above mentioned.

"ISSUER"

BUCKTV.COM, INC.

By: /s/

- -----

Larry E. Hunter
President

"CONSULTANT"

Ranjit Singh Hans

By: /s/

- -----

Signature
Ranjit Singh Hans
7002 VillaEstelle Orlando FL 32819

400,000 Shares. Number of Shares to be issued to Ranjit Singh Hans pursuant to this agreement.

This Agreement is made and entered into as of the 12th day of March, 2001, by and between Bucktv.com, Inc. ("Issuer") and the undersigned Regina M. Blackmore SS# ###-##-#### ("Consultant") 1004 Padre Blvd. Suite D-1, South Padre Island, TX 78597

### RECITALS

- A. WHEREAS, Issuer desires to retain Consultant, and Consultant desires to be retained by Issuer, to provide consulting services to Issuer; and
- B. WHEREAS, Issuer desires to compensate Consultant for Consultant's services by issuing Shares of Issuer's common stock, and Consultant desires to be compensated by the receipt of such Shares.
- NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:
- 1. CONSULTING SERVICES AND COMPENSATION. On the terms and subject to the conditions set forth in this agreement, Issuer and Consultant hereby agree that:
- 1.1 For a period of 360 days after the date of this agreement, Consultant shall serve as a consultant to Issuer on the corporate internet/website analysis needs, also on the most efficient way to increase earnings per share. In addition Consultant will consult on the organizational effort needs re: the transfer agent, securities attorney and accountants. In addition the Consultant will assist in locating potential business opportunities and developing business strategies for Issuer within guidelines to be established by Issuer from time to time (the "Consulting Services"); and
- 1.2 Issuer agrees to issue to Consultant and Consultant agrees to accept from Issuer, as compensation for the Consulting Services, Two Hundred Fifty thousand Shares (250,000) of Issuer's common stock which is set forth on the Signature page of this Agreement (the "Shares").
- 2. REGISTRATION, ISSUANCE AND DELIVERY OF SHARES. Issuer agrees to register the issuance of the Shares to Consultant by filing a Form S-8 registration statement (the "Registration Statement") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"). Promptly after the Registration Statement becomes effective, Issuer shall issue a stock certificate representing the Shares to Consultant and shall deliver the stock certificate at the address specified by Consultant in the delivery instructions on the signature page of this agreement.
- 3. ISSUER'S REPRESENTATIONS AND WARRANTIES. Issuer hereby represents and warrants to Consultant that:
- 3.1 Authority. The individual executing and delivering this agreement on Issuer's behalf has been duly authorized to do so, the signature of such individual is binding upon Issuer, and Issuer is duly organized and subsisting under the laws of the jurisdiction in which it was organized.
- 3.2 Enforceability. Issuer has duly executed and delivered this agreement and (subject to its execution by Consultant) it constitutes a valid and binding agreement of Issuer enforceable in accordance with its terms against Issuer, except as such enforceability may be limited by principles of public policy, and subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.
- 3.3 Capitalization. Issuer has no outstanding capital stock other than common stock as of the date of this agreement. Issuer is authorized to issue 100,000,000 Shares of Common Stock, of which 31,351,920 Shares are issued and outstanding. All of Issuer's outstanding Shares of Common Stock have been duly and validly issued and are fully paid, nonassessable and not subject to any preemptive or similar rights; and the Shares have been duly authorized and, when issued and delivered to Consultant as payment for services rendered as provided by this agreement, will be validly issued, fully paid and nonassessable, and the issuance of such Shares will not be subject to any preemptive or similar rights.
- 4. MISCELLANEOUS.
- 4.1 Assignment. This Agreement is not Transferable or Assignable.
- $4.2\,$  Execution and Delivery of Agreement. Each of the parties shall be entitled to rely on delivery by facsimile transmission of an executed copy of this agreement by the other party, and acceptance of such facsimile copies

shall create a valid and binding agreement between the parties.

- $4.3\,$  Titles. The titles of the sections and subsections of this agreement are for the convenience of reference only and are not to be considered in construing this agreement.
- 4.4 Severability. The invalidity or unenforceability of any particular provision of this agreement shall not affect or limit the validity or enforceability of the remaining provisions of this agreement.
- 4.5 Entire Agreement. This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matters herein and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to such matters.
- 4.6 Waiver and Amendment. Except as otherwise provided herein, the provisions of this agreement may be waived, altered, amended or repealed, in whole or in part, only upon the mutual written agreement of Consultant and Issuer.
- 4.7 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- $4.8\,$  Governing Law. This agreement is governed by and shall be construed in accordance with the internal law of the State of Nevada without reference to its rules as to conflicts of law.
- IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above mentioned.

"ISSUER"

BUCKTV.COM, INC.

By: /s/

- -----

Larry E. Hunter President

"CONSULTANT"

Regina Blackmore

By: /s/

-----

Signature
Regina M. Blackmore SS# ###-##-####
1004 Padre Blvd. Suite D-1,
South Padre Island, TX 78597

250,000 Shares. Number of Shares to be issued to Regina Blackmore pursuant to this agreement.

This Agreement is made and entered into as of the 12th day of March, 2001, by and between Bucktv.com, Inc. ("Issuer") and the undersigned Robert Jaynes ("Consultant") 5050 Tamarus Apt # 134 Las Vegas NV 89119

#### RECITALS

- A. WHEREAS, Issuer desires to retain Consultant, and Consultant desires to be retained by Issuer, to provide consulting services to Issuer; and
- B. WHEREAS, Issuer desires to compensate Consultant for Consultant's services by issuing Shares of Issuer's common stock, and Consultant desires to be compensated by the receipt of such Shares.
- NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:
- 1. CONSULTING SERVICES AND COMPENSATION. On the terms and subject to the conditions set forth in this agreement, Issuer and Consultant hereby agree that:
- 1.1 For a period of 360 days after the date of this agreement, Consultant shall serve as a consultant to Issuer on the corporate internet/website analysis needs, also on the most efficient way to increase earnings per share. In addition Consultant will consult on the organizational effort needs re: the transfer agent, securities attorney and accountants. In addition the Consultant will assist in locating potential business opportunities and developing business strategies for Issuer within guidelines to be established by Issuer from time to time (the "Consulting Services"); and
- 1.2 Issuer agrees to issue to Consultant and Consultant agrees to accept from Issuer, as compensation for the Consulting Services, Two Hundred Fifty Thousand Shares (250,000) of Issuer's common stock which is set forth on the Signature page of this Agreement (the "Shares").
- 2. REGISTRATION, ISSUANCE AND DELIVERY OF SHARES. Issuer agrees to register the issuance of the Shares to Consultant by filing a Form S-8 registration statement (the "Registration Statement") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"). Promptly after the Registration Statement becomes effective, Issuer shall issue a stock certificate representing the Shares to Consultant and shall deliver the stock certificate at the address specified by Consultant in the delivery instructions on the signature page of this agreement.
- 3. ISSUER'S REPRESENTATIONS AND WARRANTIES. Issuer hereby represents and warrants to Consultant that:
- 3.1 Authority. The individual executing and delivering this agreement on Issuer's behalf has been duly authorized to do so, the signature of such individual is binding upon Issuer, and Issuer is duly organized and subsisting under the laws of the jurisdiction in which it was organized.
- 3.2 Enforceability. Issuer has duly executed and delivered this agreement and (subject to its execution by Consultant) it constitutes a valid and binding agreement of Issuer enforceable in accordance with its terms against Issuer, except as such enforceability may be limited by principles of public policy, and subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.
- 3.3 Capitalization. Issuer has no outstanding capital stock other than common stock as of the date of this agreement. Issuer is authorized to issue 100,000,000 Shares of Common Stock, of which 31,351,920 Shares are issued and outstanding. All of Issuer's outstanding Shares of Common Stock have been duly and validly issued and are fully paid, nonassessable and not subject to any preemptive or similar rights; and the Shares have been duly authorized and, when issued and delivered to Consultant as payment for services rendered as provided by this agreement, will be validly issued, fully paid and nonassessable, and the issuance of such Shares will not be subject to any preemptive or similar rights.
- 4. MISCELLANEOUS.
- 4.1 Assignment. This Agreement is not Transferable or Assignable.
- 4.2 Execution and Delivery of Agreement. Each of the parties shall be entitled to rely on delivery by facsimile transmission of an executed copy of this agreement by the other party, and acceptance of such facsimile copies shall create a valid and binding agreement between the parties.

- 4.3 Titles. The titles of the sections and subsections of this agreement are for the convenience of reference only and are not to be considered in construing this agreement.
- 4.4 Severability. The invalidity or unenforceability of any particular provision of this agreement shall not affect or limit the validity or enforceability of the remaining provisions of this agreement.
- 4.5 Entire Agreement. This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matters herein and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to such matters.
- 4.6 Waiver and Amendment. Except as otherwise provided herein, the provisions of this agreement may be waived, altered, amended or repealed, in whole or in part, only upon the mutual written agreement of Consultant and Issuer.
- 4.7 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- $4.8\,$  Governing Law. This agreement is governed by and shall be construed in accordance with the internal law of the State of Nevada without reference to its rules as to conflicts of law.
- IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above mentioned.

BUCKTV.COM, INC.

By: /s/

- -----

Larry E. Hunter President

"CONSULTANT"

Robert Jaynes

By: /s/

-- -----

Signature Robert Jaynes 5050 Tamarus Apt # 134 Las Vegas NV 89119

 $250,000\ \mathrm{Shares}$  . Number of Shares to be issued to Robert Jaynes pursuant to this agreement.

This Agreement is made and entered into as of the 12th day of March, 2001, by and between Bucktv.com, Inc. ("Issuer") and the undersigned Ronald D. Bixler SS# ###-##-#### ("Consultant") 417 5th Ave, Clarence, IA 52216

### RECITALS

- A. WHEREAS, Issuer desires to retain Consultant, and Consultant desires to be retained by Issuer, to provide consulting services to Issuer; and
- B. WHEREAS, Issuer desires to compensate Consultant for Consultant's services by issuing Shares of Issuer's common stock, and Consultant desires to be compensated by the receipt of such Shares.
- NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:
- 1. CONSULTING SERVICES AND COMPENSATION. On the terms and subject to the conditions set forth in this agreement, Issuer and Consultant hereby agree that:
- 1.1 For a period of 360 days after the date of this agreement, Consultant shall serve as a consultant to Issuer on the corporate internet/website analysis needs, also on the most efficient way to increase earnings per share. In addition Consultant will consult on the organizational effort needs re: the transfer agent, securities attorney and accountants. In addition the Consultant will assist in locating potential business opportunities and developing business strategies for Issuer within guidelines to be established by Issuer from time to time (the "Consulting Services"); and
- 1.2 Issuer agrees to issue to Consultant and Consultant agrees to accept from Issuer, as compensation for the Consulting Services, Three Hundred Fifty thousand Shares (350,000) of Issuer's common stock which is set forth on the Signature page of this Agreement (the "Shares").
- 2. REGISTRATION, ISSUANCE AND DELIVERY OF SHARES. Issuer agrees to register the issuance of the Shares to Consultant by filing a Form S-8 registration statement (the "Registration Statement") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"). Promptly after the Registration Statement becomes effective, Issuer shall issue a stock certificate representing the Shares to Consultant and shall deliver the stock certificate at the address specified by Consultant in the delivery instructions on the signature page of this agreement.
- 3. ISSUER'S REPRESENTATIONS AND WARRANTIES. Issuer hereby represents and warrants to Consultant that:
- 3.1 Authority. The individual executing and delivering this agreement on Issuer's behalf has been duly authorized to do so, the signature of such individual is binding upon Issuer, and Issuer is duly organized and subsisting under the laws of the jurisdiction in which it was organized.
- 3.2 Enforceability. Issuer has duly executed and delivered this agreement and (subject to its execution by Consultant) it constitutes a valid and binding agreement of Issuer enforceable in accordance with its terms against Issuer, except as such enforceability may be limited by principles of public policy, and subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.
- 3.3 Capitalization. Issuer has no outstanding capital stock other than common stock as of the date of this agreement. Issuer is authorized to issue 100,000,000 Shares of Common Stock, of which 31,351,920 Shares are issued and outstanding. All of Issuer's outstanding Shares of Common Stock have been duly and validly issued and are fully paid, nonassessable and not subject to any preemptive or similar rights; and the Shares have been duly authorized and, when issued and delivered to Consultant as payment for services rendered as provided by this agreement, will be validly issued, fully paid and nonassessable, and the issuance of such Shares will not be subject to any preemptive or similar rights.

- 4.1 Assignment. This Agreement is not Transferable or Assignable.
- 4.2 Execution and Delivery of Agreement. Each of the parties shall be entitled to rely on delivery by facsimile transmission of an executed copy of this agreement by the other party, and acceptance of such facsimile copies shall create a valid and binding agreement between the parties.

- 4.3 Titles. The titles of the sections and subsections of this agreement are for the convenience of reference only and are not to be considered in construing this agreement.
- 4.4 Severability. The invalidity or unenforceability of any particular provision of this agreement shall not affect or limit the validity or enforceability of the remaining provisions of this agreement.
- 4.5 Entire Agreement. This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matters herein and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to such matters.
- 4.6 Waiver and Amendment. Except as otherwise provided herein, the provisions of this agreement may be waived, altered, amended or repealed, in whole or in part, only upon the mutual written agreement of Consultant and Issuer.
- 4.7 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- $4.8\,$  Governing Law. This agreement is governed by and shall be construed in accordance with the internal law of the State of Nevada without reference to its rules as to conflicts of law.
- IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above mentioned.

BUCKTV.COM, INC.

By: /s/

- -----

Larry E. Hunter President

"CONSULTANT"

Ronald D. Bixler

By: /s/

\_ \_\_\_\_\_

Signature
Ronald D. Bixler ("Consultant")
SS# ###-##-###
417 5th Ave,
Clarence, IA 52216

 $350,000~\mathrm{Shares}$  . Number of Shares to be issued to Ronald D. Bixler pursuant to this agreement.

This Agreement is made and entered into as of the 12th day of March, 2001, by and between Bucktv.com, Inc. ("Issuer") and the undersigned Shane L. Weiskicher ("Consultant") 743 Gold Hill Place - PMB-294 P.O. Box 220 Woodland Park CO 80866

#### RECTTALS

- A. WHEREAS, Issuer desires to retain Consultant, and Consultant desires to be retained by Issuer, to provide consulting services to Issuer; and
- B. WHEREAS, Issuer desires to compensate Consultant for Consultant's services by issuing Shares of Issuer's common stock, and Consultant desires to be compensated by the receipt of such Shares.
- NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:
- 1. CONSULTING SERVICES AND COMPENSATION. On the terms and subject to the conditions set forth in this agreement, Issuer and Consultant hereby agree that:
- 1.1 For a period of 360 days after the date of this agreement, Consultant shall serve as a consultant to Issuer on the corporate internet/website analysis, Promotion of Website Auction Partners needs. In addition the Consultant will assist in locating potential Website business opportunities and developing business strategies for Issuer within guidelines to be established by Issuer from time to time (the "Consulting Services"); and
- 1.2 Issuer agrees to issue to Consultant and Consultant agrees to accept from Issuer, as compensation for the Consulting Services, Eight Hundred Fifty thousand Shares (850,000) of Issuer's common stock which is set forth on the Signature page of this Agreement (the "Shares").
- 2. REGISTRATION, ISSUANCE AND DELIVERY OF SHARES. Issuer agrees to register the issuance of the Shares to Consultant by filing a Form S-8 registration statement (the "Registration Statement") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"). Promptly after the Registration Statement becomes effective, Issuer shall issue a stock certificate representing the Shares to Consultant and shall deliver the stock certificate at the address specified by Consultant in the delivery instructions on the signature page of this agreement.
- 3. ISSUER'S REPRESENTATIONS AND WARRANTIES. Issuer hereby represents and warrants to Consultant that:
- 3.1 Authority. The individual executing and delivering this agreement on Issuer's behalf has been duly authorized to do so, the signature of such individual is binding upon Issuer, and Issuer is duly organized and subsisting under the laws of the jurisdiction in which it was organized.
- 3.2 Enforceability. Issuer has duly executed and delivered this agreement and (subject to its execution by Consultant) it constitutes a valid and binding agreement of Issuer enforceable in accordance with its terms against Issuer, except as such enforceability may be limited by principles of public policy, and subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.
- 3.3 Capitalization. Issuer has no outstanding capital stock other than common stock as of the date of this agreement. Issuer is authorized to issue 100,000,000 Shares of Common Stock, of which 31,351,920 Shares are issued and outstanding. All of Issuer's outstanding Shares of Common Stock have been duly and validly issued and are fully paid, nonassessable and not subject to any preemptive or similar rights; and the Shares have been duly authorized and, when issued and delivered to Consultant as payment for services rendered as provided by this agreement, will be validly issued, fully paid and nonassessable, and the issuance of such Shares will not be subject to any preemptive or similar rights.

- 4.1 Assignment. This Agreement is not Transferable or Assignable.
- 4.2 Execution and Delivery of Agreement. Each of the parties shall be entitled to rely on delivery by facsimile transmission of an executed copy of this agreement by the other party, and acceptance of such facsimile copies shall create a valid and binding agreement between the parties.

- 4.3 Titles. The titles of the sections and subsections of this agreement are for the convenience of reference only and are not to be considered in construing this agreement.
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- 4.5 Entire Agreement. This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matters herein and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to such matters.
- 4.6 Waiver and Amendment. Except as otherwise provided herein, the provisions of this agreement may be waived, altered, amended or repealed, in whole or in part, only upon the mutual written agreement of Consultant and Issuer.
- 4.7 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- 4.8 Governing Law. This agreement is governed by and shall be construed in accordance with the internal law of the State of Nevada without reference to its rules as to conflicts of law.
- IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above mentioned.

By: /s/

BUCKTV.COM, INC.

- -----

Larry E. Hunter President

"CONSULTANT"

Shane L. Weiskicher

Shane L. Weiskircher 743 Gold Hill Place - PMB-294 P.O. Box 220 Woodland Park CO 80866

850,000 Shares. Number of Shares to be issued to Shane Weiskircher pursuant to this agreement.

This Agreement is made and entered into as of the 12th day of March, 2001, by and between Bucktv.com, Inc. ("Issuer") and the undersigned Stephen Bishop ("Consultant") 4620 Academy Drive, Metairie, LA 70003

### RECITALS

- A. WHEREAS, Issuer desires to retain Consultant, and Consultant desires to be retained by Issuer, to provide consulting services to Issuer; and
- B. WHEREAS, Issuer desires to compensate Consultant for Consultant's services by issuing Shares of Issuer's common stock, and Consultant desires to be compensated by the receipt of such Shares.
- NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:
- 1. CONSULTING SERVICES AND COMPENSATION. On the terms and subject to the conditions set forth in this agreement, Issuer and Consultant hereby agree that:
- 1.1 For a period of 360 days after the date of this agreement, Consultant shall serve as a consultant to Issuer on the corporate internet/website analysis needs, also on the most efficient way to increase earnings per share. In addition Consultant will consult on the organizational effort needs re: the transfer agent, securities attorny and accountants. In addition the Consultant will assist in locating potential business opportunities and developing business strategies for Issuer within guidelines to be established by Issuer from time to time (the "Consulting Services"); and
- 1.2 Issuer agrees to issue to Consultant and Consultant agrees to accept from Issuer, as compensation for the Consulting Services, Three Million Shares (3,000,000) of Issuer's common stock which is set forth on the Signature page of this Agreement (the "Shares").
- 2. REGISTRATION, ISSUANCE AND DELIVERY OF SHARES. Issuer agrees to register the issuance of the Shares to Consultant by filing a Form S-8 registration statement (the "Registration Statement") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"). Promptly after the Registration Statement becomes effective, Issuer shall issue a stock certificate representing the Shares to Consultant and shall deliver the stock certificate at the address specified by Consultant in the delivery instructions on the signature page of this agreement.
- 3. ISSUER'S REPRESENTATIONS AND WARRANTIES. Issuer hereby represents and warrants to Consultant that:
- 3.1 Authority. The individual executing and delivering this agreement on Issuer's behalf has been duly authorized to do so, the signature of such individual is binding upon Issuer, and Issuer is duly organized and subsisting under the laws of the jurisdiction in which it was organized.
- 3.2 Enforceability. Issuer has duly executed and delivered this agreement and (subject to its execution by Consultant) it constitutes a valid and binding agreement of Issuer enforceable in accordance with its terms against Issuer, except as such enforceability may be limited by principles of public policy, and subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.
- 3.3 Capitalization. Issuer has no outstanding capital stock other than common stock as of the date of this agreement. Issuer is authorized to issue 100,000,000 Shares of Common Stock, of which 31,351,920 Shares are issued and outstanding. All of Issuer's outstanding Shares of Common Stock have been duly and validly issued and are fully paid, nonassessable and not subject to any preemptive or similar rights; and the Shares have been duly authorized and, when issued and delivered to Consultant as payment for services rendered as provided by this agreement, will be validly issued, fully paid and nonassessable, and the issuance of such Shares will not be subject to any preemptive or similar rights.

- 4.1 Assignment. This Agreement is not Transferable or Assignable.
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- $4.8\,$  Governing Law. This agreement is governed by and shall be construed in accordance with the internal law of the State of Nevada without reference to its rules as to conflicts of law.
- IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above mentioned.

BUCKTV.COM, INC.

By: /s/

- -----

Larry E. Hunter President

"CONSULTANT"

Stephen Bishop

By: /s/

Signature

Stephen Bishop 4620 Academy Drive Metairie, LA 70003 SOCIAL # ###-#####

 $3,000,000\ \mathrm{Shares}.$  Number of Shares to be issued to Stephen Bishop pursuant to this agreement.

This Agreement is made and entered into as of the 12th day of March, 2001, by and between Bucktv.com, Inc. ("Issuer") and the undersigned R. L. Simpson ("Consultant") 116 N. 18 Street Las Vegas NV 89101

#### RECITALS

- A. WHEREAS, Issuer desires to retain Consultant, and Consultant desires to be retained by Issuer, to provide consulting services to Issuer; and
- B. WHEREAS, Issuer desires to compensate Consultant for Consultant's services by issuing Shares of Issuer's common stock, and Consultant desires to be compensated by the receipt of such Shares.
- NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:
- 1. CONSULTING SERVICES AND COMPENSATION. On the terms and subject to the conditions set forth in this agreement, Issuer and Consultant hereby agree that:
- 1.1 For a period of 360 days after the date of this agreement, Consultant shall serve as a consultant to Issuer on the corporate internet/website analysis needs, also on the most efficient way to increase earnings per share. In addition Consultant will consult on the organizational effort needs re: the transfer agent, securities attorney and accountants. In addition the Consultant will assist in locating potential business opportunities and developing business strategies for Issuer within guidelines to be established by Issuer from time to time (the "Consulting Services"); and
- 1.2 Issuer agrees to issue to Consultant and Consultant agrees to accept from Issuer, as compensation for the Consulting Services, Five Hundred Thousand Shares (500,000) of Issuer's common stock which is set forth on the Signature page of this Agreement (the "Shares").
- 2. REGISTRATION, ISSUANCE AND DELIVERY OF SHARES. Issuer agrees to register the issuance of the Shares to Consultant by filing a Form S-8 registration statement (the "Registration Statement") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"). Promptly after the Registration Statement becomes effective, Issuer shall issue a stock certificate representing the Shares to Consultant and shall deliver the stock certificate at the address specified by Consultant in the delivery instructions on the signature page of this agreement.
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- 4.5 Entire Agreement. This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matters herein and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to such matters.
- 4.6 Waiver and Amendment. Except as otherwise provided herein, the provisions of this agreement may be waived, altered, amended or repealed, in whole or in part, only upon the mutual written agreement of Consultant and Issuer.
- 4.7 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- 4.8 Governing Law. This agreement is governed by and shall be construed in accordance with the internal law of the State of Nevada without reference to its rules as to conflicts of law.
- IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above mentioned.

BUCKTV.COM, INC.

By: /s/

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Larry E. Hunter President

"CONSULTANT"

R. L. Simpson

By: /s/

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Signature R. L. Simpson 116 N. 18th Street Las Vegas NV 8911

 $500,000~\mathrm{Shares}$  . Number of Shares to be issued to R. L. Simpson pursuant to this agreement.

This Agreement is made and entered into as of the 12th day of March, 2001, by and between Bucktv.com, Inc. ("Issuer") and the undersigned Todd C. Behemann ("Consultant") 10655 Ring Ave. Rancho Cucamonga CA 91737 SS# 565 35 5162

### RECITALS

- A. WHEREAS, Issuer desires to retain Consultant, and Consultant desires to be retained by Issuer, to provide consulting services to Issuer; and
- B. WHEREAS, Issuer desires to compensate Consultant for Consultant's services by issuing Shares of Issuer's common stock, and Consultant desires to be compensated by the receipt of such Shares.
- NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:
- 1. CONSULTING SERVICES AND COMPENSATION. On the terms and subject to the conditions set forth in this agreement, Issuer and Consultant hereby agree that:
- 1.1 For a period of 360 days after the date of this agreement, Consultant shall serve as a consultant to Issuer on the corporate internet/website analysis needs, also on the most efficient way to increase earnings per share. In addition Consultant will consult on the organizational effort needs re: the transfer agent, securities attorney and accountants. In addition the Consultant will assist in locating potential business opportunities and developing business strategies for Issuer within guidelines to be established by Issuer from time to time (the "Consulting Services"); and
- 1.2 Issuer agrees to issue to Consultant and Consultant agrees to accept from Issuer, as compensation for the Consulting Services, One Hundred Twenty Thousand Shares (120,000) of Issuer's common stock which is set forth on the Signature page of this Agreement (the "Shares").
- 2. REGISTRATION, ISSUANCE AND DELIVERY OF SHARES. Issuer agrees to register the issuance of the Shares to Consultant by filing a Form S-8 registration statement (the "Registration Statement") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"). Promptly after the Registration Statement becomes effective, Issuer shall issue a stock certificate representing the Shares to Consultant and shall deliver the stock certificate at the address specified by Consultant in the delivery instructions on the signature page of this agreement.
- 3. ISSUER'S REPRESENTATIONS AND WARRANTIES. Issuer hereby represents and warrants to Consultant that:
- 3.1 Authority. The individual executing and delivering this agreement on Issuer's behalf has been duly authorized to do so, the signature of such individual is binding upon Issuer, and Issuer is duly organized and subsisting under the laws of the jurisdiction in which it was organized.
- 3.2 Enforceability. Issuer has duly executed and delivered this agreement and (subject to its execution by Consultant) it constitutes a valid and binding agreement of Issuer enforceable in accordance with its terms against Issuer, except as such enforceability may be limited by principles of public policy, and subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.
- 3.3 Capitalization. Issuer has no outstanding capital stock other than common stock as of the date of this agreement. Issuer is authorized to issue 100,000,000 Shares of Common Stock, of which 31,351,920 Shares are issued and outstanding. All of Issuer's outstanding Shares of Common Stock have been duly and validly issued and are fully paid, nonassessable and not subject to any preemptive or similar rights; and the Shares have been duly authorized and, when issued and delivered to Consultant as payment for services rendered as provided by this agreement, will be validly issued, fully paid and nonassessable, and the issuance of such Shares will not be subject to any preemptive or similar rights.
- 4. MISCELLANEOUS.
- 4.1 Assignment. This Agreement is not Transferable or Assignable.
- 4.2 Execution and Delivery of Agreement. Each of the parties shall be entitled to rely on delivery by facsimile transmission of an executed copy of this agreement by the other party, and acceptance of such facsimile copies shall create a valid and binding agreement between the parties.

- 4.3 Titles. The titles of the sections and subsections of this agreement are for the convenience of reference only and are not to be considered in construing this agreement.
- 4.4 Severability. The invalidity or unenforceability of any particular provision of this agreement shall not affect or limit the validity or enforceability of the remaining provisions of this agreement.
- 4.5 Entire Agreement. This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matters herein and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to such matters.
- 4.6 Waiver and Amendment. Except as otherwise provided herein, the provisions of this agreement may be waived, altered, amended or repealed, in whole or in part, only upon the mutual written agreement of Consultant and Issuer.
- 4.7 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- $4.8\,$  Governing Law. This agreement is governed by and shall be construed in accordance with the internal law of the State of Nevada without reference to its rules as to conflicts of law.
- IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above mentioned.

BUCKTV.COM, INC.

By: /s/

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Larry E. Hunter President

"CONSULTANT"

Todd C. Behemann

By: /s/

Rancho Cucamonga

CA 91737

 $120,000~\mathrm{Shares}$  . Number of Shares to be issued to Todd C. Behemann pursuant to this agreement.

Brian Dvorak, Esq. Attorneys and Counselors at Law 136 Arbor Way Henderson, Nevada 89014

Brian Dvorak, Esq.
Admitted to practice in
Nevada

Telephone (702) 794-4992 Facsimile (702) 263-6212

March 23, 2001

Securities and Exchange Commission 450 Fifth Street, N.W. Washington, D.C. 20549

Bucktv.com, Inc.
Registration Statement on Form S-8

#### Gentlemen:

We have acted as special counsel to Bucktv.com, Inc., a Nevada corporation (the "Company"), in connection with the preparation for filing with the Securities and Exchange Commission of a Registration Statement on Form S-8 ("Registration Statement") under the Securities Act of 1933, as amended. The Registration Statement relates to the registration of 10,890,000 shares ("Shares") of the Company's common stock, par value \$.001 per share ("Common Stock"), which may be issued to Adam Barnett; Claude Kelly, David Klahr, Gerald E. Larson; Jeffrey T. Stuber; Mia Lucas; Paul Madoff; Ranjit Singh Hans; Regina M Blackmore; Robert Jaynes; Ronald D. Bixler; Shane L Weiskicher; Stephen Bishop; R.L. Simpson; and Todd C Behemann pursuant to their respective Consulting Services Contracts (the "Written Compensation Agreements") dated March 2, 2001 and March 12, 2001.

We have examined the Written Compensation Agreements and such corporate records, documents, instruments and certificates of the Company, and have reviewed such other documents as we have deemed relevant under the circumstances. In such examination, we have assumed without independent investigation the authenticity of all documents submitted to us as originals, the genuineness of all signatures, the legal capacity of all natural persons, and the conformity of any documents submitted to us as copies to their respective originals. As to certain questions of fact material to this opinion, we have relied without independent investigation upon statements or certificates of public officials and officers of the Company.

Based upon and subject to the foregoing, we are of the opinion that the Shares, when issued in accordance with the Plans, will be legally issued, fully paid and non-assessable.

In connection with this opinion, we have examined the Registration Statement, the Company's Articles of Incorporation and By-laws, and such other documents as we have deemed necessary to enable us to render the opinion hereinafter expressed.

We render no opinion as to the laws of any jurisdiction other than the internal laws of the State of Nevada.

We hereby consent to the use of this opinion as an exhibit to the Registration Statement and to the reference to our name under the caption "Legal Opinions" in the prospectus included in the Registration Statement.

This opinion is conditioned upon the compliance by the Company with all applicable provisions of the Securities Act of 1933, as amended, and such state securities rules, regulations and laws as may be applicable.

Very truly yours,

/s/

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Brian Dvorak, Esq.

## CONSENT OF CERTIFIED PUBLIC ACCOUNTANTS

Barry L Friedman, PC Certified Public Accountant 1582 Tulita Dr Las Vegas, Nevada 89123 Office (702) 361-8414 FAX (702) 896-0278

To Whom It May Concern:

The incorporation by reference therein of Barry L Friedman, Certified Public Account, reports dated February 15, 2000, with respect to the financial statements of the Company included in its Registration Statement and the quarterly reports filed with the Securities and Exchange Commission, is made after Mr. Friedman's death in February, 2001.

/s/ - -----

March 23,2001