

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 RODNEY R. SCHOEMANN, SR.,
PAUL GREEN, AND R. L. SIMPSON

(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

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

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

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CALCULATION OF REGISTRATION FEE

TITLE OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED (1)	PROPOSED MAXIMUM OFFERING PRICE PER UNIT	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE	AMOUNT OF REGISTRATION FEE (2)
Common Stock, par value \$.001 per share	22,625,000 shares	\$0.009	\$203,625	\$53.98

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(1) 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 on April 10, 2001.

PART I

INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

The following documents listed under this Part I and the documents 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, Rodney R. Schoemann, Sr., Paul Green and 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 10, 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:

Rodney R. Schoemann, Sr.	21,875,000	for consulting services
Paul Green	350,000	for consulting services
R L Simpson	250,000	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:

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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.

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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, suit or 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 be obtained, by independent legal counsel in a written opinion; or

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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 April 10, 2001 between Bucktv.com, Inc. and Rodney R Schoemann, Sr. (filed herewith).
4.2	Consulting Agreement Contract dated April 10, 2001 between Bucktv.com, Inc. and Paul Green (filed herewith).
4.3	Consulting Agreement Contract dated April 10, 2001 between Bucktv.com, Inc. and R. L. Simpson (filed herewith).
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).

ITEM 9. UNDERTAKINGS

(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 post-effective 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.

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(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

Pursuant to the requirements of the Securities Act of 1933, the 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:

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 11th day of April, 2001.

SIGNATURE

TITLE

/s/ Larry E. "Buck" Hunter

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

Larry E. "Buck" Hunter

/s/ Bry Behrmann

Corporate Secretary

Bry Behrmann

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Exhibit No.

Description of Exhibits

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- 4.3 Consulting Agreement Contract dated April 10, 2001 between Bucktv.com, Inc. and R. L. Simpson (filed herewith).
- 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).

FIRST AMENDMENT TO
AMENDED AND RESTATED CONSULTING AGREEMENT

This First Amendment to Amended and restated Consulting Agreement (this "Amendment") is made and entered into as of the 10th day of April, 2001, by and between BuckTV.com, Inc. ("Issuer") and Rodney R. Schoemann, Sr., a person of the full age of majority and resident of the State of Louisiana ("Consultant").

R E C I T A L S

A. WHEREAS, the Issuer is in default of its obligations under that certain Amended and Restated Consulting Agreement dated January 1, 2001 by and between Issuer and Consultant (the "Consulting Agreement");

B. WHEREAS, Consultant has not yet terminated its services under the Consulting Agreement despite Issuer's uncured default of its obligations thereunder;

C. WHEREAS, as compensation under the Consulting Agreement, Issuer was obligated to pay to Consultant the full sum of \$350,000, such sum to be paid to Consultant through the issuance to Consultant of certain shares of common stock of Issuer registered on Form S-8 under the Securities Act of 1933, as amended; however, such compensation was never paid to Consultant, such shares were never issued to Consultant nor were such shares ever registered on Form S-8;

D. WHEREAS, Issuer and Consultant have agreed to settle and compromise the obligations of Issuer to Consultant under the Consulting Agreement such that Issuer will pay to Consultant the full sum of \$175,000 as consideration for Consultant's services and Issuer and Consultant have agreed to amend the Consulting Agreement under the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

Recitals are True. The above recitals are true and correct and incorporated herein.

Amendment to Section 2. Section 2 of the Consulting Agreement is hereby amended and restated in its entirety as follows:

2. Consulting Services and Compensation. On the terms and subject to the conditions set forth in this agreement, Issuer and Consultant hereby agree that:

(a) From and after the date hereof, subject to the Termination provisions of Section 7 hereof, Consultant shall serve as a consultant to Issuer in connection with (i) the evaluation of potential business opportunities for Issuer, (ii) the business operations and management of Issuer, (iii) the development of business

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strategies for Issuer, and (iv) raising public and private capital for Issuer (the services identified in foregoing clauses (i) through (iv) are hereinafter collectively referred to as the "Consulting Services") and;

(b) As compensation for the Consulting Services, Issuer agrees to pay to Consultant and Consultant agrees to accept from Issuer, the full sum of One Hundred Seventy Five Thousand and 00/100 (\$175,000.00) Dollars (the "Consulting Fee"). The Consulting Fee shall be payable in full on the date of execution of this Agreement. The Consulting Fee shall be payable through the issuance by Issuer of 21,875,000 shares of Common Stock (the "Shares") with a stated fair market value of \$0.008 per share (which price was not arbitrarily determined but represents the closing bid price of the Company's common stock on April 10, 2001, the date of the First Amendment to Amended and Restated Consulting Agreement, as quoted on the OTCBB for the Company's common stock).

(c) Issuer and Consultant further agree that Issuer will send to Consultant a letter advising Consultant that the Shares registered on the Registration Statement (as defined in Section 4 herein below) will represent ordinary income to Consultant and that Consultant will accept responsibility for such ordinary income during the tax year in which this Agreement is executed; provided, that the value of the Shares set forth on Internal Revenue Service Form 1099 provided to Consultant by Issuer evidencing such ordinary income shall not exceed \$0.008 per share. It is specifically agreed that Issuer shall

reimburse Consultant for any and all income taxes incurred by Consultant as a result of this Agreement. Prior to April 15, 2002, Consultant shall provide written notice to Issuer of the amount of such income taxes. Within three (3) business days of receipt of such notice, but in no event Issuer later than April 15, 2002, Issuer shall pay to Consultant the amount of such income tax liability incurred by Consultant as a result of this Agreement.

Amendment to Section 4. Section 4 of the Consulting Agreement is hereby amended and restated in its entirety as follows:

4. Registration, Issuance and Delivery of Shares. Within ten (10) days following the date hereof, Issuer agrees to register the issuance of the Shares to Consultant by filing a Form S-8 registration statement (the "Registration Statement") with the United States Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"). Promptly after the Registration Statement becomes effective, but in no event later than three (3) days following the effective date of the Registration Statement, Issuer shall issue a stock certificate representing the Shares to Consultant and shall deliver the stock certificate at the address specified by Consultant in Section 8 hereof. If the above filing and issuance does not take place within such thirteen (13) day period from the date of this agreement, Issuer will issue to Consultant an additional 2,100,000 shares of Common Stock as liquidated damages for Issuer's breach of the terms and conditions hereof."

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Notices. Any and all notices, demands, requests, designations, consents, offers, acceptances or any other communications that may be or are required to be given, served or sent by any party to another party pursuant to this Amendment shall be in writing and shall be mailed by certified mail, return receipt requested, or by verifiable overnight delivery postage prepaid, or transmitted by hand delivery (against a signed receipt) or by facsimile with confirmation of receipt addressed as follows: (a) if to Consultant at 3904 Wheat Drive, Metairie, Louisiana, 70002 FAX (504) 455-8845, with a copy to William C. Perez, Esq., 1800 M Street, N.W., Washington, D.C. 20036 FAX: (202) 467-7176; (b) if to Issuer at Polo Tower, 3743 S. Las Vegas Boulevard, Suite 107, Las Vegas, Nevada 89109, Attn: Larry E. Hunter, President, or to such other address which may be designated by either Consultant or Issuer.

Modification. No change or modification of this Amendment shall be valid unless the same be in writing and signed by the parties hereto, other than modification by a Court of law in accordance with Section 15 hereof.

Entire Agreement; No Third-Party Beneficiaries. This Amendment (including the exhibits and schedules attached hereto) and such other documents expressly intended by the terms hereof to be delivered subsequent to the execution of this Amendment, contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between or among the parties with respect to such subject matter. The parties agree that prior drafts of this Amendment shall not be deemed to provide any evidence as to the meaning of any provision hereof or the intent of the parties with respect thereto. The exhibits and schedules constitute a part hereof as though set forth in full above. This Amendment is not intended to confer upon any person, other than the parties hereto, any rights or remedies hereunder.

Expenses. Issuer shall pay all fees and expenses incurred by Issuer and Consultant in connection with the negotiation and preparation of this Amendment or any transaction contemplated hereby.

Attorneys' Fees. Notwithstanding the foregoing, in the event either party employs an attorney or brings an action against the other arising out of the terms of this Amendment, the prevailing party (whether such prevailing party has been awarded a money judgment or not) shall receive from the other party (and the other party shall be obligated to pay) the prevailing party's reasonable legal fees and expenses (including the fees and expenses of experts and para-professionals), whether such fees and expenses are incurred before, during or after any trial, re-trial, re-hearing, mediation or arbitration, administrative proceedings, appeals or bankruptcy or insolvency proceedings, and irrespective of whether the prevailing party would have been entitled to such fees and expenses under applicable law in the absence of this Section.

Amendment; Waiver. This Amendment may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by all parties. No failure to exercise, and no delay in

exercising, any right, power or privilege under this Amendment shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from

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any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the parties under this Amendment are in addition to all other rights and remedies, at law or equity, that they may have against each other except as may be specifically limited herein.

Binding Effect; Assignment. The rights and obligations of this Amendment shall bind and inure to the benefit of the parties and their respective successors and assigns. Nothing expressed or implied herein shall be construed to give any other person any legal or equitable rights hereunder. The rights and obligations of this Agreement may not be assigned except by mutual written consent of the parties hereto.

Counterparts. This Amendment 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. A telecopy signature of any party shall be considered to have the same binding legal effect as an original signature.

Rules of Interpretation. Except as otherwise expressly provided in this Amendment, the following rules shall apply hereto: (a) the singular includes the plural and plural includes the singular; (b) "or" is not exclusive and "include" and "including" are not limiting; (c) a reference to any agreement or other contract includes any permitted supplements and amendments; (d) a reference in this Amendment to a section or exhibit is a reference to a section or exhibit within or attached to this Amendment unless otherwise expressly provided; (e) a reference to a section or paragraph in this Amendment shall, unless the context clearly indicates to the contrary, refer to all sub-parts or sub-components of any said section or paragraph; (f) words such as "hereunder", "hereto", "hereof", and "herein", and other words of like import shall, unless the context clearly indicates to the contrary, refer to the whole of this Amendment and not to any particular clause hereof; (g) the headings of the articles or sections and the ordering or position thereof are for convenience only and shall not in any way be deemed to affect the meaning of this Amendment; (h) a reference in this Amendment to a "person" or "party" (whether in the singular or the plural) shall (unless otherwise indicated herein) include both natural persons and unnatural persons (including, but not limited to, corporations, partnerships, limited liability companies or partnerships, trusts, etc.); (i) all accounting terms not otherwise defined herein shall have the meanings assigned to them in accordance with GAAP; and (j) any reference in this Amendment to a "business day" shall include each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which national banks in New Orleans, Louisiana are closed.

Construction. The parties agree and acknowledge that they have jointly participated in the negotiation and drafting of this Amendment and that this Amendment has been fully reviewed and negotiated by the parties and their respective counsel. In the event of an ambiguity or question of intent or interpretation arises, this Amendment shall be construed as if drafted jointly by the parties and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Amendment. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated there under, unless the context requires otherwise. If any party has breached any representation, warranty, or covenant contained herein in any respect, the fact that

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there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty, or covenant.

Governing Law and Waiver of Jury Trial. THIS AMENDMENT IS MADE IN AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA. THE PARTIES HERETO EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ALL MATTERS OR DISPUTES ARISING OUT OF OR RELATED TO THIS AMENDMENT. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY,

PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AMENDMENT.

Severability. The parties hereto intend all provisions of this Amendment to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction determine that the scope of any provision is too broad to be enforced as written, the parties intend that the court should reform the provision to such narrower scope as it determines to be enforceable. If, however, any provision of this Amendment is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable; this Amendment shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions of this Amendment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance, except to the extent such remaining provisions constitute obligations of another party to this Amendment corresponding to the unenforceable provision.

Further Assurances. At any time and from time to time after the date of this Amendment, each party shall execute such additional instruments and take such other and further actions as may be reasonably requested by the other party to confirm or otherwise to carry out the intent and purpose of this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first above mentioned.

BUCKTV.COM, INC

/s/ Larry E. Hunter

Larry E. Hunter
President

/s/ Rodney R. Schoemann, Sr.,

Rodney R. Schoemann, Sr.,
Individually

CONSULTING AGREEMENT

This Agreement is made and entered into as of the 10th day of April, 2001, by and between Bucktv.com, Inc. ("Issuer") and the undersigned Paul Green ("Consultant") 1134 SW Jefferson Street, Unit 202 Portland, OR 97201.

R E C I T A L S

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.

"ISSUER"

BUCKTV.COM, INC.

By: /s/

Larry E. Hunter
President

"CONSULTANT"

Paul Green

By: /s/ Paul Green

Signature
Paul Green ("Consultant").
1134 SW Jefferson Street, Unit 202
Portland, OR 97201

Five Hundred Thousand Shares (500,000) of Issuer's common stock of Issuer's common stock to be Issued immediately upon execution of this S-8 agreement

CONSULTING AGREEMENT

This Agreement is made and entered into as of the 10th day of April, 2001, by and between Bucktv.com, Inc. ("Issuer") and the undersigned R. L. Simpson ("Consultant") 116 N. 18 Street Las Vegas NV 89101

R E C I T A L S

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 42,241,920 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"

R. L. Simpson

By: /s/

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

250,000 Shares. Number of Shares to be issued to R. L. Simpson pursuant to this agreement.

EXHIBIT 5.1

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

Brian Dvorak, Esq. Telephone (702) 794-4992
Admitted to practice in Nevada Facsimile (702) 263-6212
Nevada

April 10, 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 22,625,000 shares ("Shares") of the Company's common stock, par value \$.001 per share ("Common Stock"), which may be issued to Rodney R. Schoemann, Sr.; Paul Green; and R.L. Simpson pursuant to their respective Consulting Services Contracts (the "Written Compensation Agreements") dated March 2, 2001 and April 10, 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/

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/

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April 10, 2001