

CERTIFICATE OF RESULTS AND PROCEEDS

Pursuant to an employment agreement between Eric Bischoff Productions, Inc. ("Lender") and me, and pursuant to a Consulting Agreement dated as of March 14, 2000 between Lender and Turner Entertainment Group, Inc. ("Company") with respect to (*inter alia*) the provision of my consulting services to Company (the "Consulting Agreement"), Lender and I hereby certify as follows:

1. For purposes of this Certificate, the term "Programs" shall mean all WCW shows, programs, productions and appearances of any kind or nature (whether live, filmed, taped or otherwise) on or for which Lender and/or I render or furnish consulting services of any kind or nature, including without limitation, my on camera services (and regardless of whether such services are in writing or otherwise and regardless of whether or not such services are ultimately included in the Programs) pursuant to Paragraphs 3 and 4 of the Consulting Agreement (but not Paragraph 5 thereof, unless and until accepted by Company pursuant to its 'first look' rights thereunder).

2. All literary or other material of whatever kind or nature, written or to be written, furnished or to be furnished, by Lender or me at any time, and all of the results and proceeds of my services in and in connection with the Programs (all such material and all such results and proceeds being collectively, the "Material") shall be solely created by me as a "work-made-for-hire" specifically ordered or commissioned by Company for use as part of the Programs, with Company being deemed the sole author of the Material and the owner of all rights of every kind or nature, whether now known or hereafter devised (including, but not limited to, all copyrights and all extensions and renewals of copyrights), in and to the Material, with the right to make all uses thereof and the right to control the exploitation of the Material, in perpetuity throughout the universe, in any and all media (whether now known or hereafter devised) and the right to make all changes in the Material as Company elects, in its sole discretion. The Material shall include, without limitation, the "Plan," as defined in Paragraph 1 of the Consulting Agreement. If, under any applicable law, the fact that the Material is a work-made-for-hire is not effective to place authorship and ownership of the Material, and all rights therein, in Company, then, to the fullest extent allowable and for the full term of protection otherwise accorded to Lender and me, Lender and I hereby irrevocably and exclusively assign and transfer such rights to Company. Lender and I hereby waive all rights of "droit moral" or "moral rights of authors" and any similar rights (if any) which I may now or hereafter have in the Material.

3. Lender and I warrant and represent that (a) except to the extent that it is based upon material assigned to Lender or me by Company to be used as the basis therefor, the Material is and shall be original with Lender and me; and (b) as far as Lender and I know, or should have known in the exercise of reasonable prudence, the Material does not and shall not infringe upon or violate the rights (including, without limitation, the copyright or trademark) of any kind or nature of any person or entity. Lender and I shall indemnify and hold harmless Company and its respective parent, subsidiary, related and affiliated entities ("Related Entities"), and their respective employees, directors, officers, agents, assigns and licensees, from and against any and all claims, liabilities, obligations, costs, damages and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of or in connection with a breach of any representation or warranty made by Lender and me under this Certificate. Company agrees to indemnify and hold Lender and me harmless from and against any and all claims, liabilities, obligations, costs, damages and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of or in connection with material furnished to me by Company specifically for use in the Material, or any alteration of the Material by Company and/or the development, production, distribution and exploitation of the Programs, except for any claims as to which Lender's or my indemnity applies.

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4. In no event shall this Certificate or rights granted hereunder be subject to termination or rescission by Lender or me for any reason whatsoever, and without limiting the foregoing, Lender and I hereby waive any and all right to injunctive or other equitable relief in connection with the Material and the Programs and acknowledge that the sole remedy for any breach (if any) by Company of the Consulting Agreement or this Certificate shall be limited to an action at law for damages, if any.

The provisions of this Certificate shall survive the termination or expiration of Lender's and my engagement by Company pursuant to the Consulting Agreement.

I have caused this document to be executed as of April 1, 2000.

Accepted and Agreed to:

ERIC BISCHOFF PRODUCTIONS, INC.

By: [Signature]

Its: President

Federal ID#: 943361415

[Signature]
ERIC BISCHOFF

TURNER ENTERTAINMENT GROUP, INC.

By: [Signature]

Its: President

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CONFIDENTIAL
WCW 101062

**Turner Entertainment Group, Inc.
1050 Techwood Drive
Atlanta, Georgia 30318**

As of March 14, 2000

Eric Bischoff Productions, Inc. and
Mr. Eric Bischoff
c/o Creative Artists Agency
9830 Wilshire Blvd.
Beverly Hills, CA 90212-1825
Attn: David Tenzer

RE: Consulting Agreement

Dear Gentlemen:

This will set forth the material terms of agreement (the "Agreement") between Eric Bischoff Productions, Inc. ("Lender") and Eric Bischoff ("Consultant"), on the one hand, and Turner Entertainment Group, Inc. ("TEG"), on the other, as follows:

I. Condition Precedent: The effectiveness of this Agreement is conditioned upon Consultant's in-person presentation to TEG's designee, Bradley Siegel ("Siegel") of Consultant's written plan/proposal for World Championship Wrestling (the "Franchise") for the year 2000 (the "Plan") and Siegel's approval (in his sole discretion) of such Plan (the "Condition Precedent"), such approval or disapproval to be given at the conclusion of such meeting. The parties are intending to meet on Wednesday, March 15, 2000. If Siegel disapproves the Plan, then: (a) this Agreement shall be null and void and of no force or effect; and (b) the Employment Agreement dated January 1, 1998 between Consultant and World Championship Wrestling, Inc. ("WCW") (the "Employment Agreement") shall remain unchanged and in full force and effect. If Siegel approves the Plan, then this Agreement shall become effective and the following provisions shall apply. The parties acknowledge that the Condition Precedent has been fulfilled.

II. New Consulting Agreement: If (and only if) the Condition Precedent is fulfilled, and subject to the execution by Consultant and WCW of a Mutual Termination and Release (the "Release"), then as of April 1, 2000 (the "Effective Date"), the following shall apply:

1. *In full and complete consideration for all rights in the Plan (including, without limitation, Company's ownership of the Plan and all the results and proceeds of Lender and Consultant's services in connection with creating, preparing and presenting the Plan) and in consideration for Lender and Consultant's execution and delivery of this Agreement, Company agrees to pay Lender the sum of One Million One Hundred Four Thousand Two Hundred Fifty Dollars (\$1,104,250) (the "Plan Consideration"), payable as follows: (a) Two Hundred Thousand Dollars (\$200,000) upon Lender and Consultant's execution and delivery of this Agreement*

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and the Certificate of Results and Proceeds attached hereto and incorporated herein by this reference; and (b) the balance payable in equal monthly installments over the "Initial Consulting Term," as defined below.

2. Consulting Term. The "Consulting Term" shall commence upon the Effective Date and shall continue thereafter through December 31, 2001 (sometimes, the "Initial Consulting Term"), with TEG having two consecutive options to extend the Consulting Term as set forth in Paragraph 11 below.

3. Engagement of Services. During the Consulting Term, Lender shall furnish the services of Consultant, on an independent contractor basis, to TEG (or any affiliated entity(ies) designated by TEG including, without limitation, WCW) to render all the services and to fulfill all the obligations set forth in this Agreement. Such services shall be rendered on a "pay or play" basis (i.e., no obligation to use, subject to payment). The services of Consultant are of the essence hereunder and may not be assigned or delegated by Lender or Consultant. In rendering his services, Consultant shall report directly to Siegel (unless TEG or Siegel designates another person from time to time (the "Designee"); provided that such Designee will be the most senior executive of WCW or another TEG executive of comparable position)) and, as between Consultant and TEG, TEG shall have ultimate creative approval on all matters (after good faith consultation with Consultant).

4. Consulting/On-Camera and Related Services. During the Consulting Term, Lender shall furnish Consultant's services as follows:

(a) Consultant shall render consulting services, as required by TEG, with respect to WCW creative matters, including, without limitation, providing creative direction to the creative team, with the goal of improving Weekly Program (i.e., "Nitro" and "Thunder") ratings and Pay Per View buys.

(b) Consultant shall appear in up to (as required by TEG) 70 "Appearances" per year of the Consulting Term (i.e. 70 during the year 2000, 70 during the year 2001 and so on). "Appearances" shall mean televised shows (including Weekly Programs and Pay Per Views) ("Shows") and press events, cable operator and ad sales meetings and industry events and other promotional appearances (collectively, "Events") as may be designated from time to time by TEG. If Consultant's attendance at any Event (as opposed to Show) occurs while Consultant is on the road with WCW, then such Appearance will not be counted separately (for purposes of calculating the maximum appearances). However, if Consultant is required to attend an Event separate and apart from his travelling with the Show (e.g., if TEG requires Consultant to go to a press event in New York while Consultant is on the road in St. Louis), then such attendance shall count as a separate Appearance hereunder. Any Appearance in excess of 70 in any year shall be by mutual agreement of TEG and Lender and, if the parties have agreed to same, shall be compensated at \$3,000 per such additional Appearance (the "Overage Fee").

(c) Consultant will travel to Atlanta (at TEG's expense, as set forth in Paragraph 9 below) as reasonably necessary and required by TEG for overall consultations (but no more than 24 trips per year to Atlanta can be required by TEG).

(d) Neither Lender nor Consultant shall have any authority to hire or fire any individual or entity employed or engaged by TEG, WCW and/or any affiliated or related persons or entities, nor shall Lender or Consultant otherwise commit TEG, WCW and/or any affiliated or related persons or entities to any liability or obligation of any kind or nature. Without limiting the foregoing, it is understood and agreed that all decisions regarding the staff and personnel of WCW shall be made by Siegel and/or the Designee, in their sole discretion.

5. Development/Production Component: During the Consulting Term:

(a) Lender and Consultant will create, find and bring to TEG projects suitable for production as television movies, pilots and/or series (each, a "Project").

(b) TEG shall have an exclusive 30-day 'first look' on all Projects.

(c) Any "Consultant-Initiated Project," as defined below, not accepted by TEG for development or production will be free for Lender to shop elsewhere, subject to customary changed elements resubmission to TEG; however, during the Consulting Term, Lender shall not be entitled to shop elsewhere any Consultant-Initiated Projects which are about, related or connected to wrestling. A "Consultant-Initiated Project" shall mean a Project which is initiated and brought to TEG (or the applicable TEG network) wholly by Lender and Consultant.

(d) Upon TEG's request, Consultant shall render reasonable and customary development and (if applicable) production services on all Projects accepted by TEG for development and/or production and on any other projects which TEG may elect, in its sole discretion, to assign to Consultant for his development and/or production services.

(e) A "Production" shall mean a television movie or series pilot intended for initial telecast on TNT or TBS (or other TEG affiliated station or service), including, without limitation, those based on Projects submitted by Consultant as part of the first look. TEG will guarantee Lender, on a pay-or-play basis the applicable Producing Fee (as defined in Paragraph 7(c) below) on: (i) three (3) Productions during the Initial Consulting Term (i.e., from the effective date of this Agreement through December 31, 2001); (ii) two (2) Productions during the first Option Term, if any; and (iii) two (2) Productions during the second Option Term, if any.

(f) For purposes of TEG's first look, Consultant will submit to TEG no fewer than nine Projects in 2000 and no fewer than 12 Projects in 2001 (and no fewer than 12 Projects during each of the First Option Term and Second Option Term, if any), for consideration and mutual agreement. Each Production will be chosen by Consultant and TEG; however, in the event of an impasse, TEG's decision shall be final. TEG may also submit projects to Consultant and may assign Consultant to a Production, at its discretion (but cannot assign Consultant to more than 3 Productions during the Initial Consulting Term or more than 2 Productions during each one-year Option Term, if any).

6. **Exclusivity.** Lender and Consultant shall be exclusive to TEG during the Consulting Term with respect to: (a) all forms of wrestling and all wrestling-related matters, in the broadest possible terms; (b) Consultant's on-camera services (whether wrestling related or otherwise); and (c) all other staged entertainment-sports programming, in any media (including, without limitation, roller derby) ("Hybrid Sports"), it being understood that "Real Sports," as defined below, shall be excluded. As to any sports which constitute real (and not staged) competition (a "Real Sport") (and, for purposes of this definition, roller derby shall constitute a Hybrid Sport, and not a "Real Sport"), TEG shall have an exclusive right of first look and first negotiation regarding Lender or Consultant's development, exploitation and/or production thereof.

7. **Compensation:** In full and complete consideration for all of Lender's and Consultant's services and obligations under this Agreement, Lender shall receive, as applicable:

(a) **Base Fee:** For all of Lender's and Consultant's services (other than production services) a "Base Fee" (which shall be in addition to the Plan Consideration) of: (i) \$200,000 per year of the Initial Consulting Term (i.e. \$200,000 for services during the year 2000 and \$200,000 for services during the year 2001); (ii) if TEG exercises the first option: \$350,000 Base Fee for the first Option Term; and (iii) if TEG exercises the second option: \$400,000 Base Fee for the second Option Term. Each year's Base Fee shall be payable in equal monthly installments (in arrears, at the end of the applicable month of such services) over the applicable year. The Base Fee for the Initial Consulting Term shall be "pay or play" upon the Effective Date; and each optional Base Fee shall be "pay or play" upon TEG's exercise of the applicable year's option, if at all. The Overage Fee (if any) described in Paragraph 4(b) above shall be in addition to the applicable year's Base Fee.

(b) **Bonuses:** Bonuses based on the Weekly Program ratings increases and Pay Per View buy rate increases as follows:

(i) For each Weekly Program for which Consultant actually supervises the writing and/or creative, an additional \$2500 per tenth of rating point that the average rating of all Weekly Programs (averaging together each hour of each of the individual Programs) during each "Ratings Bonus Period" (defined below) fully completed

prior to termination exceeds the "Base," as defined below, on a national cable basis (as reported by Nielsen). By way of example only, if the average rating during a Ratings Bonus Period exceeds the Base by .2 rating points, then Consultant will be entitled to \$5,000 for such Ratings Bonus Period. The "Ratings Bonus Period" shall be each three successive month period, the first such Period to commence upon start of the Consulting Term. The "Base" shall mean the average rating of all Weekly Programs (averaging together each hour of each of the individual Programs) for the three month period immediately preceding the applicable Rating Bonus Period.

(ii) For each Pay Per View for which Consultant actually supervises the writing and/or creative, Consultant shall receive the following amounts in the event the corresponding "buy rates" (including satellite) are achieved as reported by TEG's Pay Per View distributor:

<u>Buy Rate:</u>	<u>Bonus Compensation*:</u>
Btwn .50-.59	\$15,000
Btwn .60-.69	\$17,500
Btwn .70-.79	\$20,000
Btwn .80-.89	\$22,500
Btwn .90-.99	\$25,000
1.00 or more	\$30,000

*Amounts reflected are each cumulative totals and reflect the total amount earned per program.

By way of example, if the buy rate for a specific Pay Per View is .84, Lender's Bonus Compensation for the Pay Per View will be \$22,500.

(c) Producing Fee for Productions: For Consultant's producing services on a Production, the following applicable "Producing Fee" (payable over the course of pre-production, photography and post-production, pursuant to the applicable TEG network's standard 20/60/10/10 payment schedule):

(i) During the Initial Consulting Term: For each Production based on a Consultant-Initiated Project: \$125,000; or for each Production based on a project which is not a Consultant-Initiated Project: \$100,000.

(ii) During the first Option Term, if any: For each Production based on a Consultant-Initiated Project: \$175,000; or for each Production based on a project which is not a Consultant-Initiated Project: \$150,000.

(iii) During the second Option Term, if any: For each Production based on a Consultant-Initiated Project: \$200,000; or for each Production based on a project which is not a Consultant-Initiated Project: \$175,000.

(d) IGR Participation: For each Production based on a Consultant-Initiated Project and on which Consultant actually renders producing services, an amount equal to fifteen percent (15%) of 100% of "International Gross Receipts" ("IGR") as defined pursuant to TNT's standard definition, after the first \$1 Million in IGR; provided, however, that Lender's participation shall be subject to reduction (to a floor of 10%), on a point by point basis, if and to the extent another producer is granted, and is entitled to receive, an IGR participation on such Production.

8. Office/Assistant. During the Consulting Term, Lender shall be provided with (or reimbursed for) reasonable and verifiable out-of-pocket costs actually spent or incurred by Lender for an office and assistant for Lender and Consultant (in the city in which Consultant lives) to render their services hereunder, the aggregate cost of which shall not exceed \$6,000 per month. Lender shall engage any such office and assistant directly and TEG shall have no liability therefor (other than payment of the monthly allowance set forth above in this Paragraph 8).

9. Travel Expenses. If Consultant is required by TEG to travel more than 100 miles outside his residence to render his consulting services hereunder including, without limitation, pursuant to Paragraph 4 above (e.g., to and from the site of a Weekly Program, Pay Per View and/or other Event), then Lender shall be provided with (or reimbursed for) first class roundtrip airfare (if available and if used) and reasonable first class hotel, car rental and other incidental expenses. TEG and Lender shall work out in good faith a reasonable travel budget, with a cap, for Consultant's travel in connection with his development and production services hereunder.

10. Other Matters Regarding Productions

(a) Credit:

(i) On each Production based on a Consultant-Initiated Project, Consultant shall be entitled to receive an "Executive Producer" credit (which may be sole or shared, in TEG's discretion);

(ii) On each Production on which Consultant actually renders producing services, but which is not based on a Consultant-Initiated Project, Consultant shall be entitled to receive a "Co-Executive Producer" or "Associate Producer" credit.

(b) Series Royalty: With respect only to a Consultant-Initiated Project which is brought to TEG as a pilot (whether one or two hour pilot) for a series (as opposed to a movie-for-television Project): If such pilot is produced and goes to series, then Lender shall receive a per episode royalty

of \$4,000 per series episode produced and telecast (reducible if and to the extent there are other producers or creators of such pilot or series who are entitled to receive a royalty, to a floor of no less than \$2,000 per episode), provided Consultant is not rendering services on such series.

(c) **CAA Package Fee:** On each Production based on a Consultant-Initiated Project, CAA will be entitled to receive its package fee in accordance with the then-applicable arrangement between CAA and TNT Originals.

11. Options/First Negotiation.

(a) TEG is hereby granted two exclusive dependant options to extend the Consulting Term for two consecutive one (1) year periods (each one year extension sometimes referred to as an "Option Term"), each option to be exercisable by written notice from TEG given no later than 30 days prior to the end of the then-current Consulting Term (i.e., as to the first such option, no later than December 1, 2001; and as to the second such option, if the first option has been exercised, no later than December 1, 2002). If TEG exercises an option, the Consulting Term shall be so extended and the terms and conditions of this Agreement (other than payment of Plan Consideration) shall also apply during such extension(s), subject to any changes expressly set forth in this Agreement.

(b) If TEG elects not to exercise its option to extend the Consulting Term, TEG shall nonetheless have an exclusive right of first negotiation during the final 30 day period of the Consulting Term, with respect to Lender and Consultant's services following the Consulting Term.

12. Independent Contractors. Consultant and Lender, on the one hand, and TEG (and its affiliated and related entities), on the other hand, are independent contractors with respect to each other. Without limiting the foregoing, Lender shall be solely responsible for the payment of all taxes which may be imposed upon, or levied against payments made by TEG to Lender hereunder and Lender shall indemnify TEG (and its affiliates) from any claims, penalties, etc. arising from Lender's failure to pay such taxes.

13. Services Unique; Confidentiality.

(a) The parties acknowledge and agree that Lender and Consultant's services and exclusivity under this Agreement are of a unique, special and extraordinary nature, the loss of which cannot be adequately compensated by monetary damages. Accordingly, without limiting Company's rights and remedies, Lender and Consultant agree that Company will be entitled to seek to enforce any or all of the provisions of this Agreement (including, without limitation, Paragraph 6 hereof) by injunctive and/or other equitable relief.

(b) Lender and Consultant agree to the provisions set forth on Exhibit "A" which is attached hereto and incorporated herein by this reference.

14. Payment Address. Lender authorizes and instructs TEG to send all payments under this Agreement to Lender at the following address (unless and until Lender otherwise timely instructs TEG in writing):

Eric Bischoff Productions, Inc.
180 Castlebar Court
Mableton, Georgia 30059 30126

15. Prior Agreements; More Formal Agreement. This Agreement supersedes all prior agreements and understandings between the parties hereto, whether oral or written, pertaining to the subject matter hereof (other than the Release). Lender, Consultant and TEG agree to negotiate, in good faith, and enter into a more formal agreement, containing the above material terms, along with other terms and conditions customary and standard for arrangements of this type. However, unless and until such more formal agreement is executed by all parties, this Agreement shall remain a final and binding agreement in accordance with its terms.

Please indicate your acceptance of this Agreement (including, without limitation, Exhibit "A") by your signature below.

Very truly yours,

Accepted and Agreed to:

TURNER ENTERTAINMENT GROUP, INC.

By: [Signature]

Its: President

ERIC BISCHOFF PRODUCTIONS, INC.

By: [Signature]

Its: President

Federal ID#: 943361415

[Signature]
ERIC BISCHOFF

Exhibit "A"

For purposes of this Exhibit "A", the following terms shall have the following respective meanings:

"You" shall mean Eric Bischoff Productions, Inc. and Eric Bischoff, individually and collectively.

"Company" shall mean Turner Entertainment Group, Inc., its affiliated and related entities (including, without limitation, World Championship Wrestling).

"This Agreement" shall mean the Consulting Agreement between You and Company, dated as of March 14, 2000 to which this Exhibit is attached.

You agree that you will not, without express prior written consent of the Company unless required by law, disclose or divulge to any other person or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the Company's "Confidential Information" (as hereinafter defined) disclosed to you during the Consulting Term (as defined in this Agreement) at any time (during or after the termination of the Consulting Term) through the period ending twelve (12) months after the expiration or termination of this Agreement; (ii) any of the Company's "Trade Secrets" (as hereinafter defined) (during or after the termination of this Agreement) at any time during which data or information continues to constitute a "trade secret" under applicable law. For purposes of this Agreement, "Confidential Information" and "Trade Secrets" shall be defined, respectively, as follows: "Trade Secrets" shall mean information or data of or about the Company or any affiliated entity, including, but not limited to, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, products plans, or lists of actual or potential customers, clients, distributees, or licensees, that: (i) derive economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use; and (ii) are the subject of efforts that are reasonable under the circumstances to maintain their secrecy. To the extent that the foregoing definition is inconsistent with a definition of "trade secret" mandated under applicable law, the latter definition shall govern for purposes of interpreting your obligations under this Agreement. "Confidential Information" shall mean valuable, non-public, competitively sensitive data and information relating to the business of the Company or any affiliated entity, other than Trade Secrets. You acknowledge and agree that any unauthorized disclosure or use of any of the Trade Secrets or Confidential Information would be wrongful and would likely result in immediate and irreparable injury to the Company.

You also agree that the terms of this Agreement shall be deemed Confidential Information of the Company and shall not be discussed or disclosed by you with any person other than your spouse (if applicable), attorney, or accountant, provided that such discussions or disclosures shall be conditioned upon the agreement of the person to whom the terms are disclosed to maintain the confidentiality of such terms. Nothing contained in the foregoing sentence shall be deemed to limit your rights to pursue or enforce any legal rights which you may have, but only if and to the extent not violative of, or inconsistent with, the terms, conditions, provisions and releases set forth elsewhere in this Agreement.

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CERTIFICATE OF RESULTS AND PROCEEDS

Pursuant to an employment agreement between Eric Bischoff Productions, Inc. ("Lender") and me, and pursuant to a Consulting Agreement dated as of March 14, 2000 between Lender and Turner Entertainment Group, Inc. ("Company") with respect to (inter alia) the provision of my consulting services to Company (the "Consulting Agreement"), Lender and I hereby certify as follows:

1. For purposes of this Certificate, the term "Programs" shall mean all WCW shows, programs, productions and appearances of any kind or nature (whether live, filmed, taped or otherwise) on or for which Lender and/or I render or furnish consulting services of any kind or nature, including without limitation, my on camera services (and regardless of whether such services are in writing or otherwise and regardless of whether or not such services are ultimately included in the Programs) pursuant to Paragraphs 3 and 4 of the Consulting Agreement (but not Paragraph 5 thereof, unless and until accepted by Company pursuant to its 'first look' rights thereunder).

2. All literary or other material of whatever kind or nature, written or to be written, furnished or to be furnished, by Lender or me at any time, and all of the results and proceeds of my services in and in connection with the Programs (all such material and all such results and proceeds being collectively, the "Material") shall be solely created by me as a "work-made-for-hire" specifically ordered or commissioned by Company for use as part of the Programs, with Company being deemed the sole author of the Material and the owner of all rights of every kind or nature, whether now known or hereafter devised (including, but not limited to, all copyrights and all extensions and renewals of copyrights), in and to the Material, with the right to make all uses thereof and the right to control the exploitation of the Material, in perpetuity throughout the universe, in any and all media (whether now known or hereafter devised) and the right to make all changes in the Material as Company elects, in its sole discretion. The Material shall include, without limitation, the "Plan," as defined in Paragraph I of the Consulting Agreement. If, under any applicable law, the fact that the Material is a work-made-for-hire is not effective to place authorship and ownership of the Material, and all rights therein, in Company, then, to the fullest extent allowable and for the full term of protection otherwise accorded to Lender and me, Lender and I hereby irrevocably and exclusively assign and transfer such rights to Company. Lender and I hereby waive all rights of "droit moral" or "moral rights of authors" and any similar rights (if any) which I may now or hereafter have in the Material.

3. Lender and I warrant and represent that (a) except to the extent that it is based upon material assigned to Lender or me by Company to be used as the basis therefor, the Material is and shall be original with Lender and me; and (b) as far as Lender and I know, or should have known in the exercise of reasonable prudence, the Material does not and shall not infringe upon or violate the rights (including, without limitation, the copyright or trademark) of any kind or nature of any person or entity. Lender and I shall indemnify and hold harmless Company and its respective parent, subsidiary, related and affiliated entities ("Related Entities"), and their respective employees, directors, officers, agents, assigns and licensees, from and against any and all claims, liabilities, obligations, costs, damages and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of or in connection with a breach of any representation or warranty made by Lender and me under this Certificate. Company agrees to indemnify and hold Lender and me harmless from and against any and all claims, liabilities, obligations, costs, damages and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of or in connection with material furnished to me by Company specifically for use in the Material, or any alteration of the Material by Company and/or the development, production, distribution and exploitation of the Programs, except for any claims as to which Lender's or my indemnity applies.

4. In no event shall this Certificate or rights granted hereunder be subject to termination or rescission by Lender or me for any reason whatsoever, and without limiting the foregoing, Lender and I hereby waive any and all right to injunctive or other equitable relief in connection with the Material and the Programs and acknowledge that the sole remedy for any breach (if any) by Company of the Consulting Agreement or this Certificate shall be limited to an action at law for damages, if any.

The provisions of this Certificate shall survive the termination or expiration of Lender's and my engagement by Company pursuant to the Consulting Agreement.

I have caused this document to be executed as of April 1, 2000.

Accepted and Agreed to:

ERIC BISCHOFF PRODUCTIONS, INC.

By: _____

Its: _____

Federal ID#: _____

ERIC BISCHOFF

TURNER ENTERTAINMENT GROUP, INC.

By: _____

Its: _____