U.S. SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-KSB

(Mark One)

[X] Annual report under section 13 or 15 (D) of the Securities Exchange Act of 1934 for the fiscal year ended December 31, 2000

[ ] Transition report under section 13 or 15 (d) of the Securities Exchange Act of 1934 for the transition period from _____ to _____

YSEEK, INC. f/k/a SWIFTYNET.COM, INC.
(Name of small business issuer in its charter)

Florida	*65-0783722*
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*

761 Coral Reef Drive, Tampa, Florida 33602
(Address of principal executive offices) (Zip Code)

Issuer's telephone number, including area code: (813) 926-1603

Securities registered under Section 12(b) of the Exchange Act:	*Name of exchange on which registered*
None	*OTC Bulletin Board*

Securities registered under Section 12(g) of the Exchange Act:

Common stock, $.0001 par value
Class A Common Stock Warrants, $.01 par value

Check whether the issuer: (1) filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes X No ___

Check if there is no disclosure of delinquent filers in response to Item 405 of Regulation S-B contained in this form, and no disclosure will be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-KSB or any amendment to this Form 10-KSB.

The issuer's revenue for the most recent fiscal year, ending December 31, 2000, was $0.

The aggregate market value of the voting common equity held by non-affiliates computed by reference to the price at which the common equity was sold, or the average bid and asked price of such common equity, as of March 27, 2001, was approximately $2,091,982.64.

The number of shares of the Company's common stock, par value $.0001 per share, outstanding as of March 27, 2001, was 25,315,000. The number of the Company's Warrants, for the purchase of one share of common stock as of March 27, 2001, was 567,240. Transitional Small Business Disclosure Format (Check One) Yes____ No X

Part I

Item 1. Description of Business

The Company

Yseek, Inc. is a Florida Corporation formed on September 23, 1997("Yseek"). The Company is a successor to Steele Holdings, Inc., a Florida Corporation formed on August 13, 1997. Rachel Steele was the sole shareholder of and President of Steele Holdings. On January 20, 1998, the Company and Steele Holdings, Inc., were reorganized with all the assets of Steele Holdings being transferred into the Company. All 6,000 authorized shares of common stock were exchanged on a one to one thousand basis for shares in the Company. After the reorganization, all stock in the Company was owned by the Company's president, Rachel Steele. Steele Holdings has conducted no other business, held no other assets and was dissolved on October 16, 1998. On October 22, 1999, the Company changed its name to SwiftyNet.com, Inc. On January 29, 2001, the Company changed its name to Yseek,Inc.

The Company was originally formed to develop, own and operate a chain of full-service car washes and express oil change centers.

The Company constructed an oil change center in Palm Harbor Florida on real property owned by the Company (the "Center"). The approximately one (1) acre site was purchased from Champion Hills by the Company's predecessor for $312,500. The first Center was opened on January 18, 1999.

The Center was sold on April 19, 2000, for a cash sales price of $1,000,000. The sales price was determined through arms-length negotiations. The car wash was purchased by In and Out Express Lube, Inc. There were no material relationships between the purchaser and the Company or its affiliates, or any officer or director, or any associate of such officer or director.

On December 17, 1999, the Company purchased all of the outstanding shares of Rankstreet.com, Inc. ("Rankstreet"), in exchange for 4,000,000 shares of common stock. Rankstreet is a Florida corporation that was formed on October 28, 1999. Its assets consist primarily of the service contributions of its three shareholders and a $10,000 contract for software development. Yseek issued 2,000,000 shares of common stock to the three principal shareholders of Rankstreet (the "Principals") at closing and subsequently the 2,000,000 balance of the shares were issued to the Principals. Pursuant to the Purchase Agreement, the Principals have an option to purchase 51% of Rankstreets' outstanding shares 30 days following a successful initial public offering of Rankstreets' securities for seventy-five thousand dollars ($75,000).

The Rankstreet.com web site provides rankings of the number of hits on a specific web site. The sites are grouped by industry. The web site also acts as a server for business to business advertising. The primary expenditures for the development of the Rankstreet site were made prior to its acquisition by the Company and are reflected in the financial statements and in Management's Discussion and Analysis.

In November 2000, the Company entered into a non-exclusive 10-year license for web-based Internet search software with Norman J. Jester, III, for a total consideration of 1,430,000 restricted shares of common stock. In January 2001, the Company used the software to begin operating the Yseek.com web site. Yseek.com provides a free search engine and links by category to other World Wide Web sites at [www.yseek.com] The Company anticipates Yseek.com will generate advertising revenues and will be used to increase awareness of the Rankstreet.com web site. We do not know if either site will ever be profitable. In order to attract more users to Yseek.com and Rankstreet.com, on December 1, 2000, Yseek entered into a Traffic Promotion Agreement with CandidHosting.com in consideration of the transfer of 1,430,000 restricted shares of common stock.
Industry Description and Outlook

Competition among internet portals and search engines is significant and competition providing statistical ranking of web usage is increasing. Yseek's success will depend on the continued growth and success of markets for goods, services and information on the Internet. A substantial portion of Yseek's future revenues and profits will depend upon the widespread acceptance and use of the Internet as an effective medium of business and communication by potential customers. Rapid growth in the use of and interest in the Internet has occurred only recently. As a result, use of the Internet and other online services as a medium of commerce may not continue to develop. Demand and market acceptance for recently introduced services and products over the Internet are subject to a high level of uncertainty, and there are few proven services and products. The Company's success will depend on our ability to attract and retain users. Both the Yseek, Inc. search web site and the Rankstreet web site compete with other web sites which also offer similar services for free. The primary source of revenue from both sites is expected to be advertising, the rates for which are based on the number of persons using the web site. As a result, the success of both sites, and therefore the profitability of the Company, is dependent upon Yseek's ability to attract and retain users. The completion of other established web sites such as Yahoo and Alta Vista, which are better funded and more extensively advertised, may adversely affect the Company's ability to attract and retain users.

Business Strategy

The Company intends to continue to diversify. Over the next year it will focus the majority of its efforts on the development in the Internet market and marketing of the Yseek and the Rankstreet.com web sites. The success of the web site will depend upon the continued growth of the Internet trend. The Company signed nondisclosure and noncompetition contracts with all of Rankstreets developers, employees and consultants. In the future, the Company intends to continue to look for opportunities to purchase and develop new and innovative Internet and other technologies and will continue to diversify its business.

During 2000, the Company sold shares totaling 355,980 at prices ranging from $0.75 to $1.00 per share. Total proceeds of $236,274, net of related expenses were received from these sales. Certain shares were sold with warrants totaling 249,000.

Government Regulation

The Company is subject to various local, state and federal laws regulating the discharge of pollutants into the environment. The Company believes that its operations are in compliance in all material respects with applicable environmental laws and regulations. Compliance with these laws and regulations is not expected to materially affect the Company's competitive position. Regarding its wholly owned subsidiary, the Company is subject to developing regulations involving the Internet. The Company believes that it is currently in compliance with all state and federal Internet regulation and will continue to monitor those regulations as they develop.

Rankstreet.com, as an Internet company, is subject to some regulation in every state, as well and federal regulation. The Company believes that the number of regulations will continue to increase and that compliance will become more expensive. Currently the Company believes that Rankstreet is in compliance with all state and federal regulations.

Marketing

Marketing of the Company's web sits is provided through linking agreements with other web sites. Yseek has retained Candidhosting.com, Inc. to increase use of Yseek's web sites. The Company is currently sending out e-mails to more than 2.3 million Web publishers inviting them to list their site on Rankstreet.com. This form of marketing will be on going. The Company also is running a promotion until December 31, 2000 to attract more listings on Rankstreet.com. The $3 million advertising sweepstakes will give three entrants $1 million each in advertising space on Rankstreet.com. Additionally the Company is "banner swapping" with other websites for more exposure. These marketing activities require minimal amounts of cash.

Item 2. Description of Property

The company's sole car wash was sold on April 19, 2000 for a cash sales price of $1,000,000. The sales price was determined through arms-length negotiations. The car wash was purchased by In and Out Express Lube, Inc. There were no material relationships between the purchaser and the Company or its affiliates, or any officer or director, or any associate of such officer or director.

Item 3. Legal Proceedings

The Company is not a party to any pending legal proceedings.

Item 4. Submission of Matters to a Vote of Security Holders

There were no matters submitted to a vote of the Company's security holders during the 2000 year. The Company's name change ot Yseek, Inc. was approved by a majority of the Company's outstanding shares without a meeting.

Part II

Item 5. Market for Common Equity and Related Stockholder Matters

The Company's common stock and warrants are traded on the Over-the-Counter Bulletin Board. The high and low sales prices for each quarter since then are as follows:

	Common Stock	
	High	Low
1st quarter 2000	$4.00	$1.563
2nd quarter 2000	$3.5633	$1.500
3rd quarter 2000	$1.844	$ .875
4th quarter 2000	$1.375	$ .344

	Warrants	
	High	Low
1st quarter 2000	-	-
2nd quarter 2000	-	-
3rd quarter 2000	-	-
4th quarter 2000	.25	.03

The approximate number of holders of record of common stock is 102. The number of Class A Warrant holders is 11. No dividends have been declared to date. The future dividend policy will depend upon the Company's earnings, capital requirements, financial condition and other factors considered relevant by the Company's Board of Directors. None of the outstanding warrants have been exercised.

Recent Sales of the Company's Securities.

The following issuances of the Company's securities have been made since the filing of the Company's report on Form 10-QSB for the quarter ended September 30, 2000:

<TABLE>

<S> <C> <C> <C> <C>

- ---------- ---------- ---------- ---------- ----------

Recipient	Date	Number of Securities	Type	Consideration
CandidHosting.com, Inc.	12-07-00	1,000,000	Common Stock	Consulting services
Marlene Trupiano	11-25-00	250,000	Common Stock	Web design and consulting services
Nick Trupiano	11-25-00	5,000	Common Stock	Web design and consulting services
Paul Runyon	11-25-00	500,000	Common Stock	Consulting services concerning mergers and acquisitions
CandidHosting.com, Inc.	12-01-00	1,430,000	Common Stock	Traffic Promotion Agreement
David S. Goldman	12-19-00	1,430,000	Common Stock	Consulting Agreement
David S. Goldman	12-19-00	1,000,000	Option to purchase Restricted Common Stock for $.50/share for 3 years	Consulting
CandidHosting.com, Inc.	12-01-00	1,430,000	Common Stock	Traffic Promotion Agreement
CandidHosting.com	12-01-00	1,000,000	Option to purchase Restricted Common Stock for $.50/share for 3 years	Consulting
Norman J. Jester, III	10-14-00	1,430,000 (858,000 shares assigned to Voice Media, Inc.)	Common Stock	Non-Exclusive License Agreement
Voice Media, Inc.	11-00	1,430,000	Common Stock	Consulting Agreement
Voice Media, Inc.	11-00	1,000,000	Option to purchase Common Stock for $.50/share for 3 years	Consulting
Voice Media, Inc.	11-00	1,430,000	Common Stock	Traffic Promotion Agreement
Harlin Mitaur	11-09-00	50,000	Common Stock	Web design services
Shoreliner Capital Limited Partnership	01-17-01	200,000	Common Stock	Public relations services
Shoreliner Capital Limited Partnership	01-17-01	500,000	Warrant to purchase Common Stock for $.50/share	Public relations services
Richard Kleinberg	02-09-01	400,000	Common Stock	Final payment of Rankstreet acquisition pursuant to Agreement dated 11-19-99
Vladimir Rafalovich	02-09-01	400,000	Common Stock	Final payment of Rankstreet acquisition pursuant to Agreement

				dated 11-19-99
Edgar Arvelo	02-09-01	200,000	Common Stock	Final payment of Rankstreet acquisition pursuant to Agreement dated 11-19-99
Markham/Novell Communications, Ltd.	01-09-01	100,000	Common Stock	Public relations services
Mark R. Dolan	01-10-01	125,000	Common Stock	Consulting
Mark R. Dolan	01-10-01	75,000	Option to purchase shares for $.50/share for 2 years	Consulting

</TABLE>

Special Note Regarding Forward Looking Statements.

This annual report on Form 10-KSB of Yseek, Inc. for the year ended December 31, 2000 contains certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, which are intended to be covered by the safe harbors created thereby. To the extent that such statements are not recitations of historical fact, such statements constitute forward-looking statements which, by definition, involve risks and uncertainties. In particular, statements under the Sections; Description of Business, Business Strategy and Management's Discussion and Analysis of Financial Condition and Results of Operations contain forward-looking statements. Where, in any forward-looking statement, Yseek expresses an expectation or belief as to future results or events, such expectation or belief is expressed in good faith and believed to have a reasonable basis, but there can be no assurance that the statement of expectation or belief will result or be achieved or accomplished.

The following are factors that could cause actual results or events to differ materially from those anticipated, and include but are not limited to: general economic, financial and business conditions; competition from other Internet companies; popularity of the Internet; exploration risks; changes in and compliance with governmental regulations; changes in tax laws; and the costs and effects of legal proceedings.

Item 6. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis should be read in conjunction with the Financial Statements and the related Notes thereto included elsewhere in this report. This report contains forward-looking statements that involve risks and uncertainties. The Company's actual results may differ significantly from the results discussed in the forward-looking statements. Factors that might cause such a difference include, but are not limited to, those discussed in "Special Note Regarding Forward-Looking Statements."

PLAN OF OPERATION

In April, 2000, the Company sold its car wash and quick lube shop (the Center) to allow the Company to focus its efforts entirely on its internet business. The Company plans to focus all its attentions for the next year on its subsidiary Rankstreet.com, Inc. and other potential acquisitions of Internet related companies. The sale of the Center resulted in net cash proceeds of approximately $223,000 which will provide working capital to further the development of the Company's internet business.

As of December 31, 2000, the Company had a positive working capital position, but continued to have losses from continuing operations. The Company's loss from continuing operations for the year ended December 31, 2000 was $2,674,514. Of this amount, approximately one-fourth consisted of depreciation and amortization or salaries contributed to the Company, and one-half consisted of stock issued for services. Therefore the cash used in continuing operations was approximately $286,000 for the year ended December 31, 2000. The sale of the car wash and quick lube shop generated approximately $223,000 in cash after the payoff of both mortgages on the Center. These funds were used to fund operations during the remainder of 2000. After the sale of the Center, the Company has one note payable totaling approximately $15,500 and normal recurring accounts payable. Additionally, the Company has few fixed general and administrative expenses. Since inception, two of the Company employees have contributed their salaries to the Company, reducing cash requirements. The other two current Company employees are paid from profits only, again limiting cash requirements. Additionally, many of the Company's consultants have been willing to accept stock for services. The

Company believes that the cash generated from the Center sale, and continuing stockholder loans as needed, will be sufficient to meet normal operating requirements.

The Company's expansion plans include the launching and marketing of Rankstreet.com. In December 1999, the Company acquired all the outstanding stock of Rankstreet.com, Inc. in a stock for stock transaction that required no cash outflow. Rankstreet.com launched its Web site in early May 2000. This all-in-one Web site includes a directory, Web counter and business to business Internet advertising agency. The primary function of the Web site is to provide comparative statistical analysis of Internet advertising. The Rankstreet.com website is now fully functional and operational. Approximately 800 websites are currently being ranked. The focus is now to sign up additional websites and to sell advertising on the Rankstreet website.

The Company is currently sending out e-mails to more than 2.3 million Web publishers inviting them to list their site on Rankstreet.com. This form of marketing will be on going. The Company also is running a promotion until December 31, 2000 to attract more listings on Rankstreet.com. The $3 million advertising sweepstakes will give three entrants $1 million each in advertising space on Rankstreet.com. Additionally the Company is "banner swapping" with other websites for more exposure. These marketing activities require minimal amounts of cash.

The software development costs to launch the initial Rankstreet.com web site have been expended as of June 30, 2000. These costs were funded through operations and stock sales in December 1999 and the first quarter of 2000 and through the issuance of stock in the second quarter of 2000. Additional enhancements to the Web site will take place, as funds are available.

The Company plans to generate revenues from its Web site in several ways. Revenues will be generated through the sale of banner advertising, commissions earned from selling advertising for participating web sites, and consulting related to Internet marketing. The Company will also design banner ads for advertisers for a fee. The Company is now beginning to sell advertising.

The Company's expansion plans also include acquiring and developing other unique Internet companies. In October 2000, the Company entered into a one year consulting agreements with a company to assist the Company in the acquisition, development and marketing of Internet companies, technologies and Web properties. In December, 2000, the Company entered into a software license agreement for the use of a keyword biddable search engine in exchange for 1,430,000 shares of common stock. In November and December, 2000, the Company entered into five one-year consulting agreements with companies and individuals to assist the Company with the management, marketing and operation of web sites. The Company agreed to issue 5,790,000 shares of its common stock with piggyback registration rights to the consultants upon execution of the contracts. Additionally, the Company entered into two traffic promotion agreements. The Company issued 2,860,000 shares of its common stock in exchange for services whose purpose is procuring traffic to the Company web sites.

The Company does not have any planned major purchases of property and equipment and does not anticipate any additional debt financing in 2000. The Company is currently seeking more office space for expanding operations. This includes the hiring of ad sales professionals, Web designers, software engineers and administrative personnel.

The success and magnitude of the above described expansion plans are dependent upon the Company's ability to raise funds. However, the Company plans to pursue its acquisition plans primarily through the issuance of additional shares of its common stock.

YSEEK, INC. (FORMERLY SWIFTYNET.COM, INC.)
CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2000

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Yseek, Inc. (formerly Swiftynet.com, Inc.):

We have audited the accompanying consolidated balance sheet of Yseek, Inc. (formerly Swiftynet.com, Inc.) as of December 31, 2000, and the related consolidated statements of operations, changes in stockholders' equity, and cash flows for the year ended December 31, 2000. These consolidated financial statements are the responsibility of the management of Yseek, Inc. (formerly Swiftynet.com, Inc.). Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We did not audit the consolidated statements of operations, changes in stockholders' equity and cash flows for the year ended December 31, 1999. These statements were audited by other auditors whose report has been furnished to us and our opinion insofar as it relates to those statements, is based solely on the report of the other auditors.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes

assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, based on our audit and the report of other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Yseek, Inc. (formerly Swiftynet.com, Inc.) as of December 31, 2000, and the results of its operations and its cash flows for the years ended December 31, 2000 and 1999, in conformity with generally accepted accounting principles.

Certified Public Accountants
Tampa, Florida
March 16, 2001

YSEEK, INC. (FORMERLY SWIFTYNET.COM, INC.)
CONSOLIDATED BALANCE SHEET
DECEMBER 31, 2000

ASSETS

Current assets	
Cash	$ 1,050
Prepaid expenses	3,349,469
Total current assets	3,350,519
Property and equipment, net	809,535
Other assets	
Shareholder loan receivable	160,262
Intangible assets, net	2,035,328
Deposits	30,000
Total other assets	2,225,590
Total Assets	$ 6,385,644

LIABILITIES AND STOCKHOLDERS' EQUITY

Current liabilities	
Accounts payable and accrued expenses	$ 32,275
Current maturities of long-term debt	4,636
Total current liabilities	36,911
Long-term debt, less current maturities	10,781
Commitments and contingencies	
Stockholders' equity	
Common stock; $.0001 par value; 50,000,000 shares authorized; 23,840,100 shares issued and outstanding	2,383
Paid-in capital	10,398,372
Accumulated deficit	(4,062,803)
Total stockholders' equity	6,337,952
Total Liabilities and Stockholders' Equity	$ 6,385,644

The accompanying notes to financial statements are an integral part of these statements.

YSEEK, INC. (FORMERLY SWIFTYNET.COM, INC.)
CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2000 AND 1999

	2000	1999
Revenues	$ -	$ -
Expenses		
Selling, general and administrative	1,693,991	843,308
Depreciation and amortization	581,202	13,749
Total expenses	2,275,193	857,057
Other income (expense)		
Interest income	9,068	3,460
Interest expense	(4,670)	-
Total other income (expense)	4,398	3,460

Loss from continuing operations	(2,270,795)	(853,597)
Discontinued operations		
Loss from discontinued carwash and quick-lube operations	(53,719)	(183,637)
Loss on disposal of property, equipment and related assets	(350,000)	-
Loss from discontinued operations	(403,719)	(183,637)
Net loss	$ (2,674,514)	$ (1,037,234)
Loss per common share		
From continuing operations	$ (.14)	$ (.10)
Discontinued operations		
Loss from operations	-	(.02)
Loss on disposal	(.03)	-
Total loss per share	$ (.17)	$ (.12)
Weighted average common shares outstanding	16,018,736	8,699,531

The accompanying notes to financial statements are an integral part of these statements.

<TABLE>

YSEEK, INC. (FORMERLY SWIFTYNET.COM, INC.)
CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2000 AND 1999

<S>	<C>	<C>	<C>	<C>	<C>
	Common Stock		Total Paid-in Capital	Retained Earnings (Accumulated Deficit)	Total Stockholders' Equity
	Shares	Amount			
Balance, December 31, 1998	8,394,120	$ 839	$ 1,409,222	$ (351,055)	$ 1,059,006
Common stock sold	291,000	29	290,971	-	291,000
Common stock issued to consultants and in satisfaction of obligation	272,000	27	324,473	-	324,500
Common stock reacquired and cancelled in settlement of deposit receivable	(50,000)	(5)	(209,995)	-	(210,000)
Services donated by stockholder	-	-	53,750	-	53,750
Common stock issued by shareholder in settlement of Company obligations	-	-	133,000	-	133,000
Common stock issued for acquisition of Rankstreet.com, Inc.	2,000,000	200	1,562,300	-	1,562,500
Net loss	-	-	-	(1,037,234)	(1,037,234)
Balance, December 31, 1999	10,907,120	1,090	3,563,721	(1,388,289)	2,176,522
Common stock sold	355,980	36	236,238	-	236,274
Common stock issued for services	9,912,000	991	4,707,679	-	4,708,670
Common stock issued for property and equipment	1,665,000	166	849,584	-	849,750
Common stock issued for acquisition of Rankstreet.com, Inc.	1,000,000	100	999,900	-	1,000,000
Services donated by stockholder	-	-	41,250	-	41,250
Net loss	-	-	-	(2,674,514)	(2,674,514)
Balance, December 31, 2000	23,840,100	$ 2,383	$ 10,398,372	$ (4,062,803)	$ 6,337,952

The accompanying notes to financial statements are an integral part of these statements.

</TABLE>

<TABLE>

YSEEK, INC. (FORMERLY SWIFTYNET.COM, INC.)
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2000 AND 1999

<S>	<C>	<C>
	2000	1999

Operating activities		
Net loss	*$ (2,674,514)*	*$ (1,037,234)*
Adjustments to reconcile net loss to net cash used in operating activities:		
Contributed services	*41,250*	*53,750*
Stock issued to consultants	*956,170*	*262,000*
Stock issued by shareholder in settlement of Company obligations	*-*	*133,000*
Depreciation and amortization	*596,238*	*74,924*
Loss from disposal of assets from discontinued operations	*350,000*	*-*
Increase in inventory	*-*	*(7,060)*
Increase in prepaid expenses	*448,035*	*257,552*
Decrease in accounts payable	*(4,007)*	*(18,709)*
Total adjustments	*2,387,686*	*755,457*
Net cash used in operating activities	*(286,828)*	*(281,777)*
Investing activities		
Acquisition of property and equipment	*(9,801)*	*(19,819)*
Decrease (increase) in deposits and other assets	*2,600*	*(200)*
Net proceeds from sale of discontinued business segment	*223,071*	*-*
Net cash provided by (used in) investing activities	*215,870*	*(20,019)*
Financing activities		
Proceeds from issuance of notes payable	*-*	*78,313*
Payments on notes payable	*(16,964)*	*(116,897)*
Net proceeds from issuance of stock and contribution of cash	*236,274*	*250,000*
Net advances (to) from a stockholder	*(184,927)*	*57,319*
Net cash provided by financing activities	*34,383*	*268,735*
Net decrease in cash	*(36,575)*	*(33,061)*
Cash, beginning of year	*37,625*	*70,686*
Cash, end of year	*$ 1,050*	*$ 37,625*

The accompanying notes to financial statements are an integral part of these statements.

</TABLE>

YSEEK, INC. (FORMERLY SWIFTYNET.COM, INC.)
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2000 AND 1999

Supplemental disclosures of noncash investing and financing activities

<TABLE>

<S>	*<C>*	*<C>*
	2000	*1999*
Business acquired by issuance of common stock	*$ 1,000,000*	*$ 1,562,500*
Settlement of deposit receivable by reacquiring 50,000 shares of common stock	*-*	*210,000*
Settlement of obligation to issue 10,000 shares of common stock by issuing the stock	*-*	*62,500*
Acquisition of prepaid asset with		

issuance of common stock	*3,752,500*	*-*
Issuance of 1,262,000 shares of common stock for consulting services	*956,170*	*-*
Settlement of debt by issuance of 41,000 shares of common stock	*-*	*41,000*
Acquisition of software through the issuance of common stock	*849,750*	*-*

Cash flow information

	2000	*1999*
Cash paid for interest	*$ 37,759*	*$ 63,220*

The accompanying notes to financial statements are an integral part of these statements.

</TABLE>

YSEEK, INC. (FORMERLY SWIFTYNET.COM, INC.)
CONSOLIDATED NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2000 AND 1999

(1) Significant Accounting Policies:

The following is a summary of the more significant accounting policies and practices of Yseek, Inc. (formerly Swiftynet.com, Inc.) (the Company) which affect the accompanying financial statements.

(a) Organization-Yseek, Inc. was incorporated on September 23, 1997. The Company changed its name from Swifty Carwash & Quik-Lube, Inc. to Swiftynet.com, Inc. on October 20, 1999. The Company changed its name from Swiftynet.com, Inc. to Yseek, Inc. on January 29, 2001.

(b) Operations-The Company acquires and develops unique Internet companies, technologies and Web properties that have the potential to make an impact on the industry. In late 1999, the Company acquired a company that has developed a web site to provide comparative statistical analysis of Internet advertising. Late in 2000, the Company launched a new Web search engine to be called Yseek.com. In 1999 and early 2000, the Company owned and operated a carwash and oil change facility in Florida. The facility was sold in April 2000.

(c) Basis of presentation-The financial statements include the Company and its wholly owned subsidiary. All intercompany accounts and transactions have been eliminated. Prior to January 1, 1999, the Company was considered a development stage enterprise.

(d) Use of estimates-The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that effect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

(e) Cash-For the purposes of reporting cash flows, the Company considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

(f) Property and equipment-Property and equipment are recorded at cost. Depreciation is calculated using the straight-line method over the useful lives of the assets, ranging from 10 to 40 years. Maintenance and repairs are charged to operations when incurred. Betterments and renewals are capitalized. When property and equipment are sold or are otherwise disposed of, the asset account and related accumulated depreciation account are relieved and any gain or loss is reflected in the statement of operations. The cost of purchased software is capitalized and depreciated using the straight-line method over their estimated useful lives of three to ten years.

(g) Loss per common share-Loss per share is based on the weighted average number of common shares outstanding during each period in accordance with Statement of Financial Accounting Standards No. 128, Earnings Per Share. In computing diluted earnings per share, shares to be issued contingent on certain events in connection with the Rankstreet acquisition and warrants exercisable into 318,240 shares were excluded because the effects were antidilutive.

(h) Advertising-Advertising costs are charged to operations when incurred. Advertising expense was $2,928 and $13,561 for the year ended December 31, 2000 and 1999, respectively.

(1) Significant Accounting Policies: (Continued)

(i) Deferred income taxes- Deferred tax assets and liabilities are

recognized for the estimated future tax consequences attributable to differences between the financial statements carrying amounts of existing assets and liabilities and their respective income tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized as income in the period that included the enactment date.

(j) Reclassifications–Certain reclassifications have been made to 1999 financial information to conform to the 2000 presentation.

(k) Goodwill–Goodwill is a result of the business acquisition described in Note 2. Goodwill is being amortized using the straight-line method over its estimated useful life of five years. Amortization expense was $512,082 and $13,000 in 2000 and 1999, respectively. Accumulated amortization was $525,082 at December 31, 2000.

(2) Business Acquisition:

On December 17, 1999, the Company purchased all the outstanding stock of Rankstreet.com, Inc., a development stage enterprise. The Company issued 2,000,000 shares of common stock. The 2,000,000 shares were subject to cancellation if the Rankstreet.com web site was not functional and available for interactive customer usage by November 17, 2000. In addition, the Company will issue an additional 1,000,000 shares at which time the Rankstreet.com web site is fully functional and available for interactive customer usage. The Company will issue an additional 1,000,000 shares one year from the date the Rankstreet.com web site is advertised for use by the general public. These contingent shares will be recorded when the outcome of the event is determinable beyond a reasonable doubt.

In addition, the selling Rankstreet.com shareholders are each issued an option to purchase as a group 51% of Rankstreet's outstanding common stock for $75,000 as of a date 30 days following a successful initial public offering of Rankstreet.com, Inc. securities.

In the transaction, accounted for as a purchase, the Company recorded the above acquisition at $1,562,500, the market value attributed to the 2,000,000 shares less a 50% discount because the shares are unregistered and are such a significant block of stock for the Company. The $1,562,500 has been classified as goodwill and software development costs and is being amortized over five years, its estimated useful life.

In May 2000, it was determined the Rankstreet.com web site was fully functional and available for interactive customer use and an additional 1,000,000 shares were issued. The Company recorded the issuance at $1,000,000, the market value attributed to the 1,000,000 shares less a 50% discount because the shares are unregistered, are a significant block of stock, and the stock is not easily marketable. The Company capitalized the $1,000,000 value as goodwill, which is being amortized over five years, its estimated useful life.

Rankstreet.com had no significant results of operations either prior or subsequent to its acquisition.

The value of the additional 1,000,000 shares will be recorded when their issuance is assured.

(3) Property and Equipment:

Property and equipment as of December 31, 2000, consist of:

Software	*$*	*860,255*
Furniture and fixtures		*16,637*
		876,892
Less: accumulated depreciation		*67,357*
Property and equipment, net	*$*	*809,535*

Depreciation expense was $19,417 and $59,828 in 2000 and 1999, respectively. Amortization expense on software, which is included in depreciation expense, was $64,739 in 2000. Accumulated amortization on software was $64,739 as of December 31, 2000 which is included in accumulated depreciation.

(4) Long-term Debt:

Long-term debt as of December 31, 2000, consists of the following:

Note payable to finance company, interest at 14.9%, payment of $522 per month including interest through December 2003, collateralized by equipment	*$*	*15,417*
		15,417
Less: Amounts currently due		*4,636*

	$ 10,781

The following is a schedule by year of the approximate principal payments required on the above note as of December 31, 2000: Year Ending December 31, 2000:

Year Ending December, 31	Amount
2000	$ 4,636
2001	4,992
2002	5,789
2003	-
2004	-

(5) Income Taxes:

No provision for income taxes has been recorded for 2000 or 1999 due to net losses incurred.

Temporary differences giving rise to the deferred tax assets consist primarily of the deferral and amortization of start-up costs for tax reporting purposes and differences in lives and depreciation methods for property and equipment and intangible assets. Management has established a valuation allowance equal to the amount of the deferred tax assets due to the uncertainty of realization of the benefit of the net

(5) Income Taxes: (Continued)

operating losses against future taxable income. The components of deferred tax assets at December 31, 2000, consist of the following:

Deferred tax assets:	
Net operating loss	$ 840,000
Deferred start up costs and other temporary differences	185,000
Valuation allowance	(1,025,000)
Net deferred tax asset	$ -

The Company has operating losses of approximately $3,232,000 which can be used to offset future taxable income. These losses begin to expire in the year 2018.

(6) Stock Transactions:

During 2000, the Company sold shares totaling 355,980 at prices ranging from $0.75 to $1.00 per share. Total proceeds of $236,274, net of related expenses were received from these sales. Certain shares were sold with warrants totaling 249,000. See Note 8 for the exercise price and termination dates of warrants.

During 2000, the Company issued 1,262,000 shares of common stock to certain individuals for services. The Company recorded an expense of $956,170, the market value of the shares less a 50% discount because the shares are unregistered, are a significant block of stock and the stock is not easily marketable.

During 2000, the Company issued 1,665,000 shares of common stock to certain individuals for software and a license to use software. The Company capitalized $849,750, the market value of the shares less a 50% discount because the shares are unregistered, are a significant block of stock and the stock is not easily marketable.

During 2000, the Company issued 5,790,000 shares of common stock under consulting agreements with certain individuals and companies. The consulting agreements are for one year and expire in late 2001. The Company recorded a prepaid expense of $2,465,500 related to these agreements, the market value of the shares less a 50% discount because the shares are unregistered, are a significant block of stock and the stock is not easily marketable. During 2000, the Company expensed $295,781 utilizing the straight line method over the life of the agreements. Additionally, options were granted to three entities as part of these agreements. See Note 9 for the terms of the option agreements.

During 2000, the Company issued 2,860,000 shares of common stock under two traffic promotion agreements. These agreements are for one year, or until the Company's web sites have received an aggregate of 45,000,000 hits under each agreement, whichever is earlier. The Company recorded a prepaid expense of $1,287,000 related to these agreements, the market value of the shares less a 50% discount because the shares are unregistered, are a significant block of

stock and the stock is not easily marketable. During 2000, the Company expensed $107,250 utilizing the straight-line method over the life of the agreement.

(7) Commitments and Related Party Transactions:
The President and Operations Manager performed services for the Company at no cost. The Board of Directors valued these services at $41,250 and $53,750 at 2000 and 1999, respectively, and recorded this amount as an expense and an increase in additional paid-in capital in the accompanying financial statements. The Operations Manager has an employment contract through March 2001, with a minimum salary of $25,000 per year.

In connection with the acquisition of Rankstreet.com, Inc. the Company entered into employee agreements with two individuals for a period ending November 19, 2001. These agreements are automatically renewable for an additional two year period unless canceled by written notice by either party. The terms of these agreements call for the payment of a base salary to be determined by the Board of Directors of Rankstreet.com, Inc. plus a percentage of pre-tax profit or revenue. The Board of Directors has not determined the amount of base pay. In the event that the Company terminates these employees, the Company shall pay an amount equal to 100% of the employee's base salary for the remainder of the agreement or a period of two years, whichever is less. No amounts were due at December 31, 2000 under these agreements.
During 1999, the Company issued 262,000 shares of common stock to certain individuals for services, some whom are current shareholders. The Company recorded an expense of $262,000, the estimated value of the shares issued based on other sales of stock during the year.

During 1999, the Company's majority shareholder transferred 133,000 shares of common stock to certain individuals, some whom are current shareholders, for services performed on behalf of the Company. The Company recorded a contribution to capital and an expense of $133,000, the estimated value of the shares issued based on other sales of stock during the year.

On August 8, 1998, the Company entered into a consulting and contracting agreement with a stockholder whereby the stockholder would explore, investigate, and locate appropriate parcels of land and supplies of equipment on behalf of the Company. In addition, the stockholder would provide certain construction services to the Company. In exchange for these services, the Company would pay the stockholder between three and five percent of the total costs of projects which have been negotiated or performed by the stockholder. The Company paid the stockholder $210,000 to be used on behalf of the Company in connection with this agreement. In 1999, the stockholder returned 50,000 shares of common stock to the Company in settlement of this deposit. These shares have been cancelled.

In November 1998, the Company entered into a consulting contract with a stockholder. The contract calls for annual compensation of $72,500 for a period of three years. During 1999, this contract was amended to allow the consultant to provide services on an as needed basis for a negotiated amount rather than a stated amount. No fees have been paid under this contract. During 2000 the Company issued 67,000 shares of common stock to the consultant and recorded $61,744 in expense, the current market value attributed to the 67,000 shares less a 50% discount because the shares are unregistered and due to the lack of marketability of the Company stock.

The above related party agreements are not necessarily indicative of the agreements that would have been entered into by independent parties.

(7) Commitments and Related Party Transactions: (Continued)

During 1998, the Company entered into an agreement for use of a private suite at the Raymond James Stadium for the 1998 through 2003 football seasons. Included in deposits at December 31, 2000 and 1999 is a $30,000 deposit in accordance with the terms of this agreement. The Company incurred expenses of $33,030 and $31,120 during 2000 and 1999, respectively related to this agreement. The Company is committed under this agreement for an annual fee of $30,000 through 2003.

The Company entered into a three-year advertising promotion and publicity agreement and recorded a prepaid expense of $270,400. Each year, the Company reduces this prepaid asset in amounts equal to the greater of the actual costs incurred under the agreement or an amount equal to the amortization of the initial amount over the three year term using the straight line method. The Company expensed $17,400 and $230,467 in 2000 and 1999, respectively. This amount was fully amortized at December 31, 2000.

(8) Warrants:

At December 31, 2000, the Company had outstanding exercisable warrants to purchase 318,240 shares of the Company's common stock at $2.00 per share. The warrants expire in 2001.

At December 31, 2000, the Company had outstanding exercisable warrants to purchase 249,000 shares of the Company's common stock at various prices based upon expiration dates. Warrants expiring in 2001, 2002 and 2003, are exercisable at $3.00, $5.00 and $7.00, respectively.

Prior to expiration, the warrants may be redeemed by the Company at a price of $.01. As of December 31, 2000 no warrants have been redeemed.

(9) Stock Options:

The Company granted options to consultants under various consulting agreements. These agreements grant to the consultants the option to purchase shares of Company common stock at a fixed price of $.50 per share. Management has determined these per share prices equals or exceeds fair market value. These options expire on the third anniversary date of the execution date of the respective agreement and are immediately vested.

A summary of consultant option activity follows:

	December 31,	
	2000	1999
Outstanding, beginning of year	-	-
Issued	3,000,000	-
Cancelled	-	-
Outstanding, end of year	3,000,000	-

(9) Stock Options: (Continued)

The Company follows SFAS 123 in accounting for stock options issued to nonemployees. The fair value of each option granted is estimated using the Black-Scholes stock option pricing model. The following assumptions were made in estimating fair value: risk-free interest rate of 5.33%; no dividend yield; expected life of one and one-half years; 9.65% volatility. There was no compensation cost related to these options.

The weighted average exercise price of options granted was $.50 in 2000. The weighted average fair value of options granted was $.01 in 2000.

(10) Discontinued Operations:

On April 19, 2000, the Company sold or disposed of 100% of the assets and liabilities of its carwash and quick-lube segment. The sale price was $1,000,000 and the Company received cash of approximately $223,000 after selling expenses and payment of related mortgages. The results of operations for the periods presented are reported as a component of discontinued operations in the statements of operations. Additionally, the loss incurred on the sale of the operations is also presented separately as a component of discontinued operations.

Summarized results of carwash and quick-lube operations for the years ended December 31, 2000 and 1999 are as follows:

	Year Ended December 31,	
	2000	1999
Net sales	$ 82,191	$ 179,382
Operating income (loss)	$ (53,719)	$ (183,637)
Income (loss) from discontinued operations	$ (53,719)	$ (183,637)

(11) Subsequent Events:

On January 9, 2001, the Company issued 100,000 shares as a retainer to a company for public relations services. The agreement obligates the Company to issue up to 50,000 additional shares if certain target stock prices are achieved.

On January 10, 2001, the Company issued 125,000 shares of common stock to an individual for consulting services. The Company also granted an option to purchase 75,000 shares at $.50 per share, expiring January, 2003.

On January 29, 2001, the Company issued 200,000 shares of common stock to a partnership in exchange for public relations services for up to one year. The Company also issued 500,000 warrants at an exercise price of $.50 per share as part of this agreement.

(11) Subsequent Events: (Continued)

On February 9, 2001, the Company issued 1,000,000 shares of common stock to the former shareholders of Rankstreet.com, Inc. under the terms of the acquisition agreement (see Note 2).

On February 13, 2001, the Company issued 50,000 shares of common stock to two individuals for services.

Item 8. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

The Company has not had any disagreement with its independent auditor on any matter of accounting principles or practices or financial statement disclosure.

Effective July 21, 2000, Yseek engaged B2d Semago(f/k/a Semago & Co., P.A.) as its independent auditors for the year ending December 31, 2000 to replace the firm of Pender Newkirk & Company, C.P.A., who were dismissed as its auditors effective July 21, 2000. The decision to change auditors was approved by Board of Directors.

The reports of Pender, Newkirk & Company, on the consolidated financial statements of Yseek, Inc., from August 13, 1997 (inception) to December 31, 1999, did not contain an adverse opinion or a disclaimer of opinion and were not qualified as to uncertainty, audit scope or accounting principles.

There were no disagreements with Pender, Newkirk & Company on any matters of accounting principles or practices, financial statement disclosure or auditing scope and procedures in connection with the audits of SwiftyNet's consolidated financial statements for the two-year period ended December 31, 1999 or during the subsequent period preceding the dismissal date of July 21, 2000, including the period covered in SwiftyNet's 10-QSB filed May 13, 2000.

Part III

Item 9. Directors, Executive Officers, Promoters and Control Persons; Compliance With Section 16(a) of the Exchange Act

The following is a brief description of the educational and business experience of each director, executive officer and key employee of the Company:

Rachel L. Steele, age 32, is a Director as well as President and Secretary of the Company. She has held these positions since the inception of the Company. Ms. Steele is a graduate of the University of Southern Florida with a degree in Business Administration. Since graduating from college in May of 1994, Ms. Steele has spent the majority of her time managing her own investment portfolio. In addition, Ms. Steele has from time to time provided certain financial consulting services to individuals and corporations.

Raymond Lipsch, age 61, is a Director, Chief Executive Officer, Chief Financial Officer and Treasurer of the Company. Mr. Lipsch has been CEO, Treasurer and Director since inception of the Company. Mr. Lipsch was elected as CFO in the first quarter of 1999. Mr. Lipsch attended Northwestern University in Illinois. Mr. Lipsch has over 30 years of entrepreneurial and management experience, specializing in the development of new companies, developing new divisions and re-energizing troubled ones. Since 1992, Mr. Lipsch has been engaged in the sales and marketing of insurance products, first as an independent agent, then as a sales representative for American Express. Since May 1994, Mr. Lipsch has been employed as a sales representative for Av-Med.

Donald C. Hughes, age 46, is a Director as well as a Vice President of the Company. Mr. Hughes has held these positions since the inception of the Company. Mr. Hughes graduated from the University of Florida in 1977 with a degree in Building Construction. In 1985, Mr. Hughes formed his own construction company, Donald C. Hughes General Contractor, Inc., which has been in operation for thirteen years and which engages primarily in the development and construction of single family residences and small commercial buildings.

David Weintraub, age 37, has been the Operations Manager for the Company since April 1999. Mr. Weintraub has managed his own portfolio for the five years prior to working for the Company.

Richard Kleinberg, age 51, is the sole Director and President of Rankstreet.com, Inc. He has held these positions since the Company's inception in October 1999. In 1971, Mr. Kleinberg graduated from Suny State University in Albany, New York with a Bachelors of Science in Sociology. From May 1996 to April 1998, Mr. Kleinberg was the Resource Director for Wolf Advisory/Arcus where he oversaw corporate technology staffing for clients. From April 1998 to the present time, he is President of Thunderland Corporation, a technology consulting and staffing company. In that position he directs and administers the corporation.

Vladimir Rafalovich, age 39, is Vice President of Technology for Rankstreet.com, Inc. He has held that position since October 1999. He graduated from the Russian Academy of Science in 1990 with a PH.D. in Physics. From April 1999 to the present, Mr. Rafalovich has worked for Cox Target Media as a software development engineer. From February 1998 until April 1999, he worked in the same position for Briggs Industries. Since December 1996 he has worked as a software engineer for Briggs Industries and Sembler Company. Prior to that he was an

Instructor at Daniel Webster College. From February 1996 to December 1996, Mr. Rafalovich worked as a programmer/analyst for DNS Worldwide.

No voting arrangements exist between the officers and directors. The above persons were selected pursuant to provisions in Article IV of the Company's By-Laws, all holding office for a period of one year or until their successors are elected and qualified. None of the officers or directors of the Company have been involved in legal proceedings during the past five years which are material to an evaluation of the ability or integrity of any director, person nominated to become a director, or executive officer of the issuer, including any state or Federal criminal and bankruptcy proceedings.

Beneficial Owner Reporting Compliance

	Failure to File Form 5
Stanley and Arlene Rabushka	
10% Shareholder	*February 2000*

Item 10. Executive Compensation

<TABLE>
<CAPTION>

Summary Compensation Table

		Annual Compensation		*Long Term Compensation*				
(a)	*(b)*	*(c)*	*(d)*	*(e)*	*(f)*	*(g)*	*(h)*	*(i)*
Name and Principal Position	*Year*	*Salary($)*	*Bonus($)*	*Other Annual Compen sation*	*Restricted Stock Awards($)*	*Securities Underlying Options/ SARs(#)*	*LTIP Payouts($)*	*All Other Compens- sation($)*
<S>	*<C>*	*<C>*	*<C>*	*<C>*	*<C>*	*<C>*	*<C>*	*<C>*
Rachel Steele President, Secretary	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
Raymond Lipsch CEO, CFO, Treasurer	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
Donald Hughes Vice President	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
Richard Kleinberg President (Rankstreet)	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
Vladimir Rafalovich Vice President(Rankstreet)	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*

</TABLE>

All of the Company's officers and director but Ms. Steele are engaged in other enterprises on a full-time basis. Ms. Steele donated her salary ($41,250) to the Company. No other officer or directors have been compensated for their services in those capacities. At this time, the Company does not plan on paying its Board of Directors in return for their services as Directors.

Item 11. Security Ownership of Certain Beneficial Owners and Management

None of the officers and directors have received a salary during the past twelve months. There are no officer or director groups. As a group, the officers and directors of the Company own 82% of the outstanding shares of common stock. As of March, 1999 the stock ownership of the Officers and Directors and 10% Shareholders was as follows.

<TABLE>

<S>	*<C>*	*<C>*	*<C>*
Title of Class	*Name and Address of Beneficial Owner*	*Amt and Nature of Beneficial Ownership*	*Percent of Class*
Common Stock	*Rachel L. Steele 17521 Crawley Road Odessa, FL 33556*	*4,429,768*	*17.50%*
Common Stock	*Raymond Lipsch 9522 Michigan Avenue Odessa, FL 33556*	*426,500*	*1.68%*
Common Stock	*Donald Hughes 3112 Harborview Avenue Tampa, FL 33611*	*171,720*	*.68%*
Common Stock	*Richard Kleinberg 614 Rollingwood Lane Valrico, FL 33594*	*1,600,000*	*6.32%*
Common Stock	*Vladimir Rafalovich 3407 Williston Loop Land O'Lakes, FL 34639*	*1,600,000*	*6.32%*
Common Stock	*Candidhosting.com, Inc. 412 East Madison Suite 1000*	*3,860,000*	*15.25%*

	Tampa, FL 33602		
Common Stock	Voice Media, Inc. 2533 North Carson Street Suite 1091 Carson City, NV 69708	3,718,000	14.69%
Common Stock	Total	15,805,968	62.44%

Don Hughes and Raymond Lipsch also own the warrants in the following number and with the following terms:

	Class	Amount	Exercise Price	Exercise Date
Donald Hughes	Class A Common Stock	65,440	7.25	12/31/02
Raymond Lipsch	Class A Common Stock	23,040	7.25	12/31/02

</TABLE>

Item 12. Certain Relationships and Related Transactions

The Company entered into an employment contract with David Weintraub on April 1, 1999. Mr. Weintraub will be employed by the Company as Operations Manager for a salary of $25,000 per year. The term of employment is two years. In 1999, Mr. Weintraub donated his salary for the year 1999 to the Company.

On December 13, 1999, Rankstreet entered into employment agreements with Richard Kleinberg and Vladimir Rafalovich. They shall act as President and Vice-President of Marketing for Rankstreet.com respectively. They will both be compensated at a base salary to be determined by the Board of Directors and based upon the profitability of the Rankstreet.com web site once that site opens. The site is anticipated to open on April 1, 2000. No compensation other than the share received during Rankstreet's acquisition has been paid. The term of the contracts are two years and are automatically renewable unless cancelled in writing by either party.

On July 20, 1999, the Company entered into a promissory note with Stanley Rabushka, a greater than 10% shareholder for $25,000 at a rate of 1% over prime. That note has been paid off by legal services performed by Mr. Rabushka for the Company in early 2000. The Company also extended loans to Donald Hughes, its Vice President and Director, and Raymond Lipsch, its Chief Executive Office, Chief Financial Officer, Treasurer and Director as well as another shareholder in the amount of $41,000. The terms of the promissory notes dated March 1, 1999 were for repayment in equal monthly installments at 7% interest per annum. The debt was converted to shares of common stock and paid back to the shareholders in May 1999.

On or around December 13, 1999, the Company entered into a consulting agreement with Edgar Arvelo, a former principal of Rankstreet. Pursuant to that agreement Mr. Arvelo will provide the Rankstreet with consulting services for web site development in excess of 2000 hours per year for one year. The agreement provides that all services have been compensated for under the original Rankstreet acquisition when Mr. Arvelo was issued 400,000 shares of the Company stock.

Don Hughes as president of Don Hughes General Contractor, Inc., who is also a Director and Vice-President of the Company, entered into a contract with the Company to provide consulting services in construction and real estate for which a sum of $210,000 was deposited for his use. On or around November 30, 1999, Mr. Hughes paid the Company for the amount deposited by returning 50,000 shares of stock to the Company with each share being valued at $4.00 voiding any agreement for consulting services.

Since the reorganization and through November 15 1998, Mr. Lipsch received compensation for consulting services totaling $72,500 pursuant to his oral agreement regarding consulting for the Company's private and public offerings for a time not less then 250 hours per year. Mr. Lipsch's contract provided for this same arrangement every calendar year expiring on November 15, 2001. On April 1, 1999, the Company entered into a new agreement with Mr. Lipsch for consulting services with the rate of compensation to be determined by the Board of Directors. No compensation has been received under this agreement as of the end of 1999.

In addition, the Company has entered into a six (6) year license agreement with the Tampa Bay Buccaneers for a Luxury Suite. The agreement required a deposit of $30,000 and then payments of $30,000 per year with half of that amount due on September 1, and half due on December 1. The term of the agreement began in 1998.

Item 6. Exhibits and Reports on Form 8-K

Exhibit	Description	Number
	(2)Plan of Acquisition, Reorganization, Arrangement, Liquidation or Succession.....	

(3)Articles of Incorporation and By-Laws.....

*(3.1)Articles of Incorporation.....
**(3.2)By-Laws.....
++(3.3)Articles of Amendment Name Change.....
(4)Instruments Defining the Rights of Security Holders

(a)Subscription Agreement.....
*(b)Warrant Agreement.....
++(c)Warrant Resolution dated March 2 2000.....
(9)Voting Trust Agreement.....
(10)Material Contracts.....
*(10.1)Equipment Purchase Contract.....
*(10.2)Construction Contract.....
*(10.3)Architect Contract.....
*(10.4)Consulting Contract-Donald Hughes.....
*(10.5)Employment Contract-Stanley Rabushka.....
*(10.6)Promissory Note - Swifty.....
*(10.7)Promissory Note - Steele .....
*(10.8)Consulting Contract-John Oster .....
*(10.9)Raymond Lipsch Contract .....
*(10.10)Land Purchase Contract.....
**(10.11) Stanley Rabushka Employment and Stock Agreement.....
**(10.12) Tampa Bay Buccaneers Agreement.....
***(10.13)Edgar Arvelo Consulting Contract.....
***(10.14)Richard Kleinberg Employment Contract.....
***(10.15)Vladimir Rafalovich.....
***(10.16)Martinez Consulting Contract.....
****(10.17)Purchase and Sale Contract between Jim Malak
and/or Assigns and SwiftyNet.com, Inc.
dated April 6, 2000.....
+(10.18)Consulting Agreement with Netelligent Consulting
dated October 11, 2000.....
+(10.19)Consulting Agreement with Frank Pinizzotto
dated September 19, 2000.....
+(10.20)Consulting Agreement with Gigi Pinizzotto
dated September 19, 2000.....
+(10.21)Professional Services Agreement with
Laurie Stern dated July 31, 2000.....
+(10.22)Consulting Agreement with Mark Daniel White
dated September 19, 2000.....
++(10.23)Consulting Agreement withi Nick Trupiano
dated November 25, 2000.....
++(10.24)Consulting/Option Agreement with CandidHosting.com, Inc.
dated December 1, 2000.....
++(10.25)Consulting/Option Agreement with David S. Goldman
dated December 19, 2000.....
++(10.26)Consulting/Option Agreement with Voice Media, Inc.
dated December 1, 2000.....
++(10.27)Public Relations Agreement with Shoreliner
Capital Ltd. Partnership dated January 17, 2001.....
++(10.28 Traffic Promotion Agreement with Voice Media, Inc.
dated November, 2000.....
++(10.29)Traffic Promotion Agreement with CandidHosting.com,Inc.
dated December 1, 2000.....
++(10.30)Consulting Agreement with Paul Runyon
dated November 25, 2000.....
++(10.31)Non-Exclusive License Agreement with Norman J. Jester, III
dated November, 2000.....
++(10.31)Client Services Agreement with Markham/Novell
Communications, Ltd. dated January 9, 2001 .....
++(10.32)Client Services Agreement with Novell Markham
Communications, Ltd. dated January 9, 2001.....
++(10.33)Stock Option Agreement with Mark P. Dolan
dated January 10, 2001.....
++(10.34)Assignment of Contract with Netelligent
dated December 7, 2000.....
++(10.35)Consulting Agreement with Marlene Trupiano
dated January 3, 2000.....
++(10.36)Consulting Agreement with Marlene Trupiano
dated November 25, 2000.....

++(11) Statement re: computation of per share earnings.....Note 6 to Financial Statements

(13)Annual or Quarterly Reports, Form 10Q.....None

(16)Letter regarding Changes in Certifying Accountant.....None

(18)Letter on change in accounting principles.....None

(21)Subsidiaries of the registrant.....None

(22)Published report regarding matters submitted to vote.....None

(23)Consents of Experts and Counsel.....None

(24)Power of Attorney.....None

+(27)Financial Data Schedule.....

(99)Additional Exhibits.....None

** Previously filed with Form 10-SB on November 23, 1998.*
*** Previously filed with Form 10-SBA No. 1 on February 2, 1999.*
**** Previously filed with Form 10-KSB filed on March 30, 2000.*
***** Previously filed with Form 10-QSB filed May 15, 2000.*
+ Previoiusly filed with Form 10QSB filed 11-17-00
++ Filed herewith

Reports on Form 8-K

On July 27, 2000, the Company filed a report on form 8-K reporting its change of auditors replacing Pender, Newkirk & Company, C.P.A., with Senago & Co., P.A. pursuant to Item 4 of that report.

On April 20,2000, the company filed a report on form 8-K reporting the sale of its car wash located at 32663 U.S.Highway 19, North Palm Harbor, Florida, pursuant to Item 2 of that report. This form was amended on September 17, 2001

Signatures

In accordance with Section 13 or 15(d) of the Exchange Act, the Company caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

SwiftyNet.com, Inc.

Date: March 8, 2001

By:/S/ Rachel Steele

_____
Rachel Steele, President,
Secretary, Director

In accordance with the Exchange Act, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Date:March 8, 2001 *By:/S/ Rachel Steele*
_____
Rachel Steele, President,
Secretary, Director

Date:March 8, 2001 *By:/S/ Raymond Lipsch*
_____
Raymond Lipsch,
Chief Executive Officer,
Chief Financial Officer,
Treasurer, Director

Date:March 8, 2001 *By:/S/ Donald Hughes*
_____
Donald Hughes, Vice President,
Director

WARRANT RESOLUTION

Whereas, SwiftyNet.com, Inc. (the "Company") is making a private placement of 5,000,000 Units, each Unit being comprised of one (1) share of the Company's Common Stock, $.0001 par value (the "Common Stock") and one (1) Common Share Purchase Warrant (the "Warrant") to purchase one (1) share of Common Stock; and

Whereas, the Company desires to provide for the form and provisions of the Warrants, the terms upon which they shall be issued and exercised, and the respective rights, limitations of rights, and immunities of the Company and the holders of the Warrants; and

Whereas, the Company desires to make the Warrants, when executed on behalf of the Company, the valid, binding, and legal obligations of the Company.

Now, therefore, it is hereby resolved as follows:

ARTICLE 1

ISSUANCE OF WARRANTS

Section 1.01. Issuance of Warrants. The Company shall, in accordance with applicable state and federal securities laws, issue and sell to private investors one (1) Warrant for each share of the Company's common stock bought in accordance with the terms of the subscription agreement in substantially the form of Exhibit A annexed hereto evidencing the right of the holders thereof to subscribe to a share of Common Stock.

Section 1.02. Execution and Delivery of Warrants. Each Warrant, whenever executed, shall be dated on the date the Unit is purchased (the "Warrant Date"), and shall be signed on behalf of the Company by the facsimile signature of the President. The Company may adopt and use the facsimile signature of any person who is President of the Company at the time such Warrant is executed, or of any person now or hereafter holding such office, notwithstanding the fact that at the time the Warrant was issued he or she had ceased to be such officer of the Company. Prior to the delivery of any Warrant, it shall be manually countersigned by the Warrant Agent (see Section 6.01). No Warrant shall be valid unless so countersigned.

ARTICLE 2

DURATION AND EXERCISE OF WARRANTS

Section 2.01. Duration of Warrants. The Warrants entitle the registered owner thereof to purchase one (1) common share at a price of: $3.00 per share one (1) year from the date of purchase; $5.00 per share two (2) years from the date of purchase; and $7.00 per share three (3) years from the date of purchase. The Warrants will be detachable or separately transferable from the Common Stock contained in the ninety (90) days following the effective date of the Company's registration of the Units. Any Warrant not so exercised shall become void, and all rights thereunder and under this Resolution shall cease.

Section 2.02. Terms of Exercise. Each Warrant shall entitle the holder thereof to purchase the number of Shares stated therein, as such Shares are constituted on the date of purchase, at the subscription price ("Subscription Price") as stated in Section 2.01 hereof. The period during which the Warrants may be exercised may be extended by the Company's board of directors.

Section 2.03. Exercise of Warrants. A Warrant may be exercised by surrendering it, together with a subscription in the form annexed as Exhibit A, duly executed, accompanied by the tender of funds for the applicable Subscription Price. Warrants may be surrendered only at the office of the Warrant Agent. The Warrants may be exercised from time to time and at any time (prior to termination as provided herein), in whole or in part. As soon as practicable after any Warrant has been so exercised, the Company shall issue and deliver to, or upon the order of, the holder of such Warrant, in such name or names as may be directed by him or her, a certificate or certificates for the number of full Shares to which he or she is entitled. All Warrants so surrendered shall be canceled by the Company. Warrants may only be exercised in those states in which

such exercise and the issuance of the Shares shall not violate applicable securities laws. The Company shall not be required to issue shares if such exercise is prohibited by applicable state securities law.

Section 2.04. Shares Issued upon Exercise of Warrants. All Shares issued upon the exercise of Warrants shall be validly issued and outstanding.

Section 2.05. Record Date of Shares. Each person in whose name any certificate or certificates for shares issued upon the exercise of Warrants shall be deemed to have become the holder of record of those Shares on the date on which the Warrants were surrendered in connection with the subscription therefor and payment of the Subscription Price was tendered. No surrender of Warrants on any date when the transfer books of the Company are closed shall be effective until the next succeeding date on which the transfer books are opened. Each person holding any Shares received upon exercise of Warrants shall be entitled to receive only dividends or distributions which are payable to holders of record on or after the date on which such person shall be deemed to have become the holder of record of such Shares.

Section 2.06. Call. Prior to the expiration of the Warrants, the Company may redeem the Warrants in whole but not in at a price of $0.01 per Warrant following thirty (30) days written notice by the Company. The Warrants may be exercised any time prior to the expiration of the 30-day period. The Company may redeem the Warrants thirty (30) days following mailing of written notice to the Warrant holders of record ten days prior to the mailing of such notice demanding tender of the Warrants for purchase by the Company ("Notice of Call"). The Company's right to purchase the Warrants shall be void if the Warrant holder so notified then exercises the Warrant within thirty (30) calendar days following the date which the Notice of Call is mailed by U.S. Mail. Following purchase by the Company pursuant to this Section 2.06, the Warrants purchased shall become null and void. Warrants not tendered by Warrant holders within thirty (30) days following the date of mailing Notice of Call shall be null and void.

ARTICLE 3

ADJUSTMENT IN SHARES

Section 3.01. Adjustment in Shares. Wherever this agreement specifies a number of shares or a subscription price per Share, the specified number of Shares or the specified price shall be changed to reflect adjustments required by this Article. If, prior to the expiration or exercise of the Warrants, there shall be any change in the capital structure of the Company, the Shares covered by the Warrants and the Subscription Price payable therefor shall be adjusted as provided in this Article 3. As long as any Warrants remain outstanding, shares to be issued upon the exercise of Warrants will be protected against dilution in the event of one or more stock splits, readjustments or reclassifications.

Section 3.02. Split. If an increase has been effected in the number of outstanding Shares of the Common Stock of the Company by reason of a split of such Shares, the number of Shares which may thereafter be purchased shall be increased by the number of Shares which could have been received by the registered holder on such split had he or she been the owner of record only of the number of Shares which have been warranted to him or her but not exercised at the effective date of the split. In such event, the price per share under the Warrants shall be proportionately reduced.

Section 3.03. Reverse Stock Split. If a decrease has been effected in the number of outstanding Shares of the Common Stock of the Company by reason of a reverse stock split, the number of Shares which may thereafter be purchased shall be changed to the number of Shares which would have been owned by the registered holder after said reverse stock split had he or she been the owner only of the number of Shares which have been warranted to him or her but not exercised at the effective date of the reverse stock split. In such event, the price per share shall be increased by multiplying the price by a factor equal to the number of Shares outstanding immediately prior to the reverse stock split divided by the number of Shares outstanding immediately after the reverse stock split, and before any issuance of new Shares or redemption and/or cancellation of outstanding Shares.

Section 3.04. Stock Dividends. If a stock dividend is declared on the common stock (the "Common Stock") of the Company, there shall be added to the Shares underlying the Warrants the number of Shares ("total additional shares") which would have been issuable to the registered holder had he or she been the owner

of record of the number of Shares which have been warranted to him or her but not exercised at the stock dividend record date. Such additional Shares resulting from such stock dividend shall be delivered without additional cost, upon the exercise of each Warrant.

Section 3.05. Reorganizations and Reclassifications. If there is any capital reorganization or reclassification of the Common Stock of the Company, adequate provision shall be made by the Company so that there shall remain and be substituted under this agreement, the Shares which would have been issuable or payable in respect of or in exchange for the Shares then remaining under the Warrants and not theretofore purchased and issued hereunder, as if the registered holder had been the owner of such Shares on the applicable record date. Any Shares so substituted under this Resolution shall be subject to adjustment as provided in this Section in the same manner and to the same effect as the Shares covered by this Resolution.

Section 3.06. Fractional Shares. The Company shall not be required to issue fractional Shares upon the exercise of Warrants, nor shall the Company be required to pay to the registered holders of any Warrant the cash value of, or any other consideration for, any fractional interest.

Section 3.07. Dividends. No registered holder of any Warrant shall, upon the exercise thereof, be entitled to any dividends or distributions of any type that may have accrued with respect to the Common Stock of the Company prior to the date of his or her becoming the registered owner thereof other than as specifically provided in this Article 3.

Section 3.08. Notice of Adjustments in Shares. Whenever the number of Shares issuable upon exercise of any Warrant is adjusted pursuant to this Article, the Company shall promptly file with the Transfer Agent for the Common Stock and with the Warrant Agent a certificate executed by the Treasurer of the Company setting forth in reasonable detail the facts requiring the change and the nature thereof and specifying the effective date of such change. The Company shall also mail to each registered holder of Warrants at the address registered with the Company a notice setting forth each adjustment as made. Failure to file such statement or to publish such notice, or any defect in such statement or notice, shall not affect the legality or validity of the change or adjustment as made.

Section 3.09. Liquidation of the Company. In the event of liquidation, dissolution, or winding up of the Company, a notice thereof shall be filed by the Company with the Transfer Agent for the Shares and with the Warrant Agent, at least 30 days before the record date (which date shall be specified in such notice) for determining holders of the Shares entitled to receive any distribution upon such liquidation, dissolution, or winding up. Such notice shall also specify the date on which the right to exercise Warrants shall expire, as provided in Section 2.01. A copy of such notice shall be mailed to each holder of Warrants at the address registered with the Company not more than 30 days nor less than 20 days before such record date. Failure to give such notice, or any defect therein, shall not affect the legality or validity of the liquidation, dissolution, or winding up, or of any distribution in connection therewith.

Section 3.10. Consolidation of Company. In case of any consolidation or merger of the Company with or into another corporation (other than a consolidation or merger in which the Company is the surviving corporation and which does not result in any reclassification or change of outstanding Shares of the class or classes of Shares issuable upon exercise of the Warrants), or in case of any sale or transfer to another corporation of the assets of the Company as an entirety or substantially as an entirety, the holders of each Warrant then outstanding shall have the right to exercise such Warrants only for a period of twenty (20) days following mailing of written notice to Warrant holders of record determined as of a date ten (10) days prior to such notice. Said notice shall advise Warrant holders that such merger or consolidation has been approved by the directors and shareholders of the Company and that the Warrants will expire in a period of twenty (20) days from the date of such notice; thereafter such Warrants shall be null and void.

Section 3.11. Form of Warrant. The form of Warrant need not be changed because of any change in the Shares pursuant to this Article. However, the Company may at any time in its sole discretion (which shall be conclusive) change the form of Warrant, provided such change in form does not affect the substance thereof except as permitted herein; and any Warrant thereafter issued or countersigned, whether in exchange or substitution for an outstanding Warrant or otherwise, may

be in the form as so changed.

ARTICLE 4

TRANSFER AND OWNERSHIP OF WARRANTS

Section 4.01. Negotiability and Ownership. Warrants issued hereunder shall be transferable of record only by the Warrant Agent.

Section 4.02. Exchange of Warrant Certificates. On and after the Warrant Date and so long as the Warrants may be exercised in accordance with this Resolution, one or more Warrant Certificates may be surrendered at the office of the Warrant Agent hereinafter referred to for exchange, and, upon cancellation thereof, one or more new Warrant Certificates shall be issued as requested by the registered holder of the canceled Warrant Certificate or Certificates, for the same aggregate number of Warrants as were evidenced by the Warrant Certificate or Certificates so canceled. The Company shall give notice to the registered holders of the Warrants of any change in the address of, or in the designation of, its Warrant Agent.

ARTICLE 5

Other Provisions Relating to Warrant holders

Section 5.01. Reservation of Shares. The Company shall at all times reserve and keep available out of its authorized but unissued Common Stock, such number of Shares thereof as shall from time to time be sufficient to permit the exercise of all outstanding Warrants and the issuance of Shares as hereinabove provided, and, if at any time the number of authorized but unissued Shares shall not be sufficient for such purposes, the Company will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued Shares to such number of Shares as shall be sufficient for such purpose. The Warrants, and the Shares issuable upon the exercise thereof, are being registered under the Securities Act of 1933, as amended, so as to permit the public offering and sale of Warrants and Shares in compliance with such Act. The Company will take all action necessary to keep such registration current and effective for such period after the issuance of the Warrants so as to permit a public offering and sale of the Warrants and Shares by the registered owners thereof, through the facilities of the over-the-counter market.

Section 5.02. No Rights as Stockholder Conferred. The Warrants shall not entitle the registered holders thereof to any of the rights of a stockholder of the Company.

Section 5.03. Lost, Stolen, Mutilated or Destroyed Warrant Certificates. If any Warrant Certificate becomes lost, stolen, mutilated, or destroyed, the Company may, on such terms as to indemnify or otherwise as it may in its discretion impose, issue a new Warrant Certificate of like denomination, tenor, and date as the Warrant Certificate so lost, stolen, mutilated, or destroyed. Any such new Warrant Certificate shall constitute an original contractual obligation of the Company.

Section 5.04. Enforcement of Warrant Rights. All rights of action are vested in the respective registered holders of the Warrants; and any registered holder of any Warrant may only in his or her own behalf and only for his or her own benefit enforce, and may institute and maintain any suit, action, or proceeding against the Company suitable to enforce, or otherwise in respect of, his or her right to exercise his or her Warrant for the purchase of Shares in the manner provided in the Warrant in this Resolution.

ARTICLE 6

MISCELLANEOUS PROVISIONS

Section 6.01. Warrant Agent. The Warrant Agent shall be Liberty Transfer Co., 191 New York Avenue, Huntington, NY 11743, or such other warrant agent as the Company shall appoint from time to time. The terms of agreement with the Warrant Agent will at any and all times be in conformity with this Resolution.

Section 6.02. Applicable Law. The validity, interpretation, and performance of this Resolution and of the Warrants shall be governed by the laws of the State of Florida.

Section 6.03. Examination of Resolution. Certified copies of this Resolution shall be available at all reasonable times at the office of the Warrant Agent and at the office of the Transfer Agent for the Shares, for examination by the holder of any Warrant. Any such holder may be required to submit his or her Warrant for inspection before being entitled to make such examination.

ARTICLE 7

EFFECTIVE DATE

Section 7.01. Date. This Warrant Resolution shall be effective March 2, 2000.

CERTIFICATE OF SECRETARY

I, the undersigned, hereby certify that the foregoing is a true copy of the Warrant Resolution adopted by the Board of Directors of SwiftyNet.com, Inc. at a meeting of the said Board held on March 2, 2000, and entered upon the regular minute book of the said corporation, and now in full force and effect, and that the Board of directors of the corporation has, and at the time of the adoption of the said resolutions had, full power and lawful authority to adopt the said resolutions and to confer the powers thereby ranted to the officers therein named, who have full power and lawful authority to exercise the same.

By: Rachel Steele

Rachel Steele
Secretary

[Corporate Seal]

CONSULTING AGREEMENT

DATE: November 25, 2000

PARTIES: NICK TRUPIANO (the "Consultant")

SWIFTYNET.COM, INC.
a Florida corporation (the "Company")

AGREEMENTS:

SECTION 1. RETENTION OF CONSULTANT

1.1 Effective Date. Effective November 25, 2000 (the "Effective Date") the Company shall retain the Consultant as a consultant, and the Consultant hereby accepts such consulting relationship, upon the terms and conditions set forth in this Agreement.

1.2 Services. The Consultant agrees to serve the Company as a consultant concerning the Company's web site and design. The Consultant shall perform and discharge well and faithfully for the Company such consulting services during the term of this Agreement as may be assigned to the Consultant from time to time by the President or Vice President for Operations of the Company or of SwiftyNet.com, Inc.; provided, however, that no such services shall require the availability of the Consultant in excess of 100 hours per year.

SECTION 2 COMPENSATION

2.1 Consulting Fee and Expense Reimbursement. In full satisfaction for any and all consulting services rendered by the Consultant for the Company under this Agreement, the Company shall issue to the Consultant 5,000 restricted shares of the Company's common stock. In addition to such consulting fees, the Company agrees to reimburse the Consultant for the Consultant's travel and reasonable living expenses away from the location of the Consultant's principal office directly incurred by the Consultant at the Company's request in performing consulting services for the Company. Such travel and living expenses shall be reimbursed monthly, at the same time the consulting fees are paid, so long as the Consultant provides the Company with invoices for such expenses, and such supporting information or receipts as the Company reasonably requests, prior to the date of payment.

2.2 Additional Hours. The annual retainer payment for the Consultant's services is based on anticipated use of Consultant's time in the amount of N/A hours per year. Should the Company utilize Consultant's services in excess of N/A hours per year, Consultant shall be paid $N/A per hour for additional time spent.

2.3 Other Compensation and Fringe Benefits. The Consultant shall not receive any other compensation from the Company or participate in or receive benefits under any of the Company's employee fringe benefit programs or receive any other fringe benefits from the Company on account of the consulting services to be provided to the Company under this Agreement, including without limitation health, disability, life insurance, retirement, pension, and profit sharing benefits.

2.4 Time Records and Reports. The Consultant shall prepare accurate and complete records of the Consultant's services for the Company under this Agreement and agrees to submit records on a monthly basis to the Company, along with such other documentation of the services performed under this Agreement as reasonably requested by the Company.

SECTION 3. NATURE OF RELATIONSHIP; EXPENSES

3.1 Independent Contractor. It is agreed that the Consultant shall be an independent contractor and shall not be the employee, servant, agent, partner, or joint venturer of the Company, or any of its officers, directors, or employees. The Consultant shall not have the right to or be entitled to any of

the employee benefits of the Company or its subsidiaries. The Consultant has no authority to assume or create any obligation or liability, express or implied, on the Company's behalf or in its name or to bind the Company in any manner whatsoever.

3.2 Insurance and Taxes. The Consultant agrees to arrange for the Consultant's own liability, disability, health, and workers' compensation insurance, and that of the Consultant's employees, if any. The Consultant further agrees to be responsible for the Consultant's own tax obligations accruing as a result of payments for services rendered under this Agreement, as well as for the tax withholding obligations with respect to the Consultant's employees, if any. It is expressly understood and agreed by the Consultant that should the Company for any reason incur tax liability or charges whatsoever as a result of not making any withholdings from payments for services under this Agreement, the Consultant will reimburse and indemnify the Company for the same.

3.3 Equipment, Tools, Employees and Overhead. The Consultant shall provide, at the Consultant's expense, all equipment and tools needed to provide services under this Agreement, including the salaries of and benefits provided to any employees of the Consultant. Except as otherwise provided in this Agreement, the Consultant shall be responsible for all of the Consultant's overhead costs and expenses.

SECTION 4. TERM

4.1 Initial Term; Renewal. Unless otherwise terminated pursuant to the provisions of Section 4.2, the consulting relationship under this Agreement shall commence on the Effective Date and continue in effect until N/A, 20___ (the "Initial Term"). Thereafter, the term of the consulting relationship under this Agreement shall be extended for successive one-year periods subject to either party's right to terminate the consulting relationship at the end of the Initial Term or on any subsequent anniversary thereof by giving the other party at least 10 days' written notice prior to the effective date of such termination.

4.2 Early Termination. The consulting relationship under this Agreement may be terminated prior to the end of the Initial Term or any renewal term by the death of the Consultant, the disability of the Consultant resulting in the inability of the Consultant to perform the consulting service, or by written notice from the Company that, in the Company's sole determination: (a) the Consultant has refused, failed, or is unable to render consulting services under this Agreement; (b) the Consultant has breached any of the Consultant's other obligations under this Agreement; or (c) the Consultant has engaged or is engaging in conduct that in the Company's sole determination is detrimental to the Company. If the consulting relationship is terminated for any of the reasons set forth in the preceding sentence, the right of the Consultant to the compensation set forth in Section 2 of this Agreement shall cease on the date of such termination, and the Company shall have no further obligation to the Consultant under any of the provisions of this Agreement.

4.3 Effect of Termination. Termination of the consulting relationship shall not affect the provisions of Sections 5, 6, 7, and 8, which provisions shall survive any termination in accordance with their terms.

SECTION 5. DISCLOSURE OF INFORMATION

The Consultant acknowledges that the Company's trade secrets, private or secret processes as they exist from time to time, and information concerning products, developments, manufacturing techniques, new product plans, equipment, inventions, discoveries, patent applications, ideas, designs, engineering drawings, sketches, renderings, other drawings, manufacturing and test data, computer programs, progress reports, materials, costs, specifications, processes, methods, research, procurement and sales activities and procedures, promotion and pricing techniques, and credit and financial data concerning customers of the Company and its subsidiaries, as well as information relating to the management, operation, or planning of the Company and its subsidiaries (the "Proprietary Information") are valuable, special, and unique assets of the Company and its subsidiaries, access to and knowledge of which may be essential to the performance of the Consultant's duties under this Agreement. In light of the highly competitive nature of the industry in which the Company and its subsidiaries conduct their businesses, the Consultant agrees that all

Proprietary Information obtained by the Consultant as a result of the Consultant's relationship with the Company and its subsidiaries shall be considered confidential. In recognition of this fact, the Consultant agrees that the Consultant will not, during and after the Consulting Period, disclose any of such Proprietary Information to any person or entity for any reason or purpose whatsoever, and the Consultant will not make use of any Proprietary Information for the Consultant's own purposes or for the benefit of any other person or entity (except the Company and its subsidiaries) under any circumstances.

SECTION 6. NONCOMPETITION AGREEMENT

In order to further protect the confidentiality of the Proprietary Information and in recognition of the highly competitive nature of the industries in which the Company and its subsidiaries conduct their businesses, and for the consideration set forth herein, the Consultant further agrees as follows:

6.1 Restriction on Competition. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly engage in any Business Activities (hereinafter defined), other than on behalf of the Company or its subsidiaries, whether such engagement is as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than 1% of the outstanding capital stock of a publicly-traded corporation), consultant, advisor, agent, or other participant, in any geographic area in which the products or services of the Company or its subsidiaries have been distributed or provided during the period of the Consultant's consulting relationship with the Company. For purposes of this Agreement, the term "Business Activities" shall mean any business in which the Company is actively engaged as of the termination of this Agreement together with all other activities engaged in by the Company or any of its subsidiaries at any time during the Consultant's consulting relationship with the Company, and activities in any way related to activities with respect to which the Consultant renders consulting services under this Agreement.

6.2 Dealings with Customers of the Company. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly engage in any of the Business Activities (other than on behalf of the Company or its subsidiaries) by supplying products or providing services to any customer with whom the Company or its subsidiaries have done any business during the consulting relationship with the Company, whether as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than one percent (1%) of the outstanding capital stock of a publicly traded corporation), consultant, advisor, agent, or other participant.

6.3 Assistance to Others. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly assist others in engaging in any of the Business Activities in any manner prohibited to the Consultant under this Agreement.

6.4 Company's Employees. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly induce employees of the Company or any of its subsidiaries or affiliates to engage in any activity hereby prohibited to the Consultant or to terminate their employment.

SECTION 7. INTERPRETATION

It is expressly understood and agreed that although the Consultant and the Company consider the restrictions contained in Sections 5 and 6 of this Agreement reasonable for the purpose of preserving the goodwill, proprietary rights, and going concern value of the Company and its subsidiaries, if a final judicial determination is made by a court having jurisdiction that the time or territory or any other restriction contained in Sections 5 and 6 is an unenforceable restriction on the activities of the Consultant, the provisions of such restriction shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such other extent as such court may

judicially determine or indicate to be reasonable. Alternatively, if the court referred to above finds that any restriction contained in Sections 5 and 6 or any remedy provided in Section 9 of this Agreement is unenforceable, and such restriction or remedy cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained in this Agreement or the availability of any other remedy. The provisions of Sections 5 and 6 shall in no respect limit or otherwise affect the obligations of the Consultant under other agreements with the Company.

SECTION 8. DESIGNS, INVENTIONS, PATENTS AND COPYRIGHTS

8.1 Intellectual Property. The Consultant shall promptly disclose, grant, and assign to the Company for its sole use and benefit any and all designs, inventions, improvements, technical information, know-how and technology, and suggestions relating in any way to the products of the Company or its subsidiaries or capable of beneficial use by customers to whom products or services of the Company or its subsidiaries are sold or provided, that the Consultant may conceive, develop, or acquire during the Consultant's consulting relationship with the Company or its subsidiaries (whether or not during usual working hours), together with all copyrights, trademarks, design patents, patents, and applications for copyrights, trademarks, design patents, patents, divisions of pending patent applications, applications for reissue of patents and specific assignments of such applications that may at any time be granted for or upon any such designs, inventions, improvements, technical information, know-how, or technology (the "Intellectual Property").

8.2 Assignments and Assistance. In connection with the rights of the Company to the Intellectual Property, the Consultant shall promptly execute and deliver such applications, assignments, descriptions, and other instruments as may be necessary or proper in the opinion of the Company to vest in the Company title to the Intellectual Property and to enable the Company to obtain and maintain the entire right and title to the Intellectual Property throughout the world. The Consultant shall also render to the Company, at the Company's expense, such assistance as the Company may require in the prosecution of applications for said patents or reissues thereof, in the prosecution or defense of interferences which may be declared involving any of said applications or patents, and in any litigation in which the Company or its subsidiaries may be involved relating to the Intellectual Property.

8.3 Copyrights. The Consultant agrees to, and hereby grants to the Company, title to all copyrightable material first designed, produced, or composed in the course of or pursuant to the performance of work under this Agreement, which material shall be deemed "works made for hire" under Title 17, United States Code, Section 1.01 of the Copyright Act of 1976. The Consultant hereby grants to the Company a royalty-free, nonexclusive, and irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others so to do, any and all copyrighted or copyrightable material created by the Consultant as a result of work performed under this Agreement but not first produced or composed by the Consultant in the performance of this Agreement, provided that the license granted by this paragraph shall be only to the extent the Consultant now has, or prior to the completion of work under this Agreement or under any later agreements with the Company or its subsidiaries relating to similar work may acquire, the right to grant such licenses without the Company becoming liable to pay compensation to others solely because of such grant.

8.4 Patent Compensation. In consideration for the prompt execution and delivery of applications, assignments, descriptions, or other instruments in connection with any patents or patent applications the Company agrees to pay to Consultant $1,000 for each United States patent issued in the name of Consultant during the Consulting Period or within two years after termination of the Consulting Period; provided that the design, invention, improvement, know-how or technology forming the basis of such issued United States patent was conceived and reduced to practice during the Consulting Period.

SECTION 9. REMEDIES

The Consultant acknowledges and agrees that the Company's remedy at law for a breach or threatened breach of any of the provisions of Sections 5, 6, and 8 of this Agreement would be inadequate and, in recognition of this fact, in the event of a breach or threatened breach by the Consultant of any of the provisions of Sections 5, 6, and 8, the Consultant agrees that, in addition to its remedy at law, at the Company's option, all rights of the Consultant under this Agreement may be terminated, and the Company shall be entitled without

posting any bond to obtain, and the Consultant agrees not to oppose a request for, equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, or any other equitable remedy which may then be available. The Consultant acknowledges that the granting of a temporary injunction, temporary restraining order or permanent injunction merely prohibiting the use of Proprietary Information would not be an adequate remedy upon breach or threatened breach of Sections 5 and 6, and consequently agrees upon any such breach or threatened breach to the granting of injunctive relief prohibiting the design, development, manufacture, marketing or sale of products and providing of services of the kind designed, developed, manufactured, marketed, sold or provided by the Company or its subsidiaries during the term of the Consultant's consulting relationship with the Company. Nothing contained in this Section 9 shall be construed as prohibiting the Company from pursuing, in addition, any other remedies available to it for such breach or threatened breach.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1 Assignment. This Agreement shall not be assignable by either party, except by the Company to any subsidiary or affiliate of the Company or to any successor in interest to the Company's business.

10.2 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

10.3 Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses:

As to Consultant:	*Nick Trupiano* _____ _____
As to Company:	*SwiftyNet.com, Inc.* *201 E. Kennedy Blvd., Suite 520* *Tampa, FL 33602*

All notices and other communications shall be deemed to be given at the expiration of three (3) days after the date of mailing. The address of a party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party.

10.4 Litigation Expense. In the event of a default under this Agreement, the defaulting party shall reimburse the nondefaulting party for all costs and expenses reasonably incurred by the nondefaulting party in connection with the default, including without limitation attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation reasonable attorney's fees at the trial level and on appeal.

10.5 Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

10.6 Applicable Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the state of Florida. Exclusive venue for any action arising hereunder or in connection herewith shall lie in state court in Alachua County, Florida.

10.7 Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

Company:

SWIFTYNET.COM, INC.

By: /s/Rachel Steele

Rachel Steele
Title: President

Consultant:

/s/Nick Trupiano

Nick Trupiano

CONSULTING/OPTION AGREEMENT

This Consulting/Option Agreement ("Agreement") is made and entered into on this 1st day of December by and between CandidHosting.com, Inc. ("Consultant") and SwiftyNet.com, Inc. ("Swifty).

PREAMBLE

WHEREAS, Consultant is a Florida corporation in good standing with offices at 412 East Madison, Suite 1000, Tampa, Florida; and

WHEREAS, Swifty is a Florida corporation in good standing with offices at 201 East Kennedy Blvd., Suite 210, Tampa, Florida 33602; and

WHEREAS, Consultant has experience and expertise in the management, marketing and operation of web sites; and

WHEREAS, Consultant desires to provide to Swifty certain services utilizing Consultant's experience and expertise in connection with the management, marketing and operation of web sites and Swifty desires to obtain such services from Consultant.

NOW, THEREFORE, in consideration of the foregoing, of the mutual agreements and promises set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is acknowledged Consultant and Swifty intending to be legally bound, agree as follow:

1. Consulting Services: For the duration of this Agreement Consultant will provide to Swifty advice regarding the management and marketing of Swifty's web sites for the purpose of increasing the profitability and efficient utilization of Swifty's web sites.

All of such consulting services shall be provided by Consultant or subcontractors or affiliates of Consultant, as Consultant deems to be reasonable and appropriate to accomplish its obligations as set forth above.

Consultant shall not be obligated to travel or cause its employees or agents to travel to Swifty's premises to render such consulting services. In the event that it becomes necessary for a representative of Consultant to travel to Swifty's premises in connection with Consultant's performance under this Agreement then Swifty shall pay the cost of business class transportation and first class hotel and accommodations for such person or persons. Swifty acknowledges that Consultant has other business relationships and may not always be immediately available to render the services provided for in this Agreement. Consultant agrees to use its best efforts to provide its services at such times as requested by Swifty or as soon thereafter as it is able to do so.

2. Term. The terms of this Agreement shall be one year commencing on December 1, 2000 and ending on November 30, 2001.

3. Consideration: In consideration for the services to be provided by Consultant pursuant to this Agreement Swifty shall forthwith transfer to Consultant one million, four hundred and thirty thousand (1,430,000) of its common shares. Consultant acknowledges that such shares have not been registered and are restricted from any transfer by Consultant except pursuant to an applicable exemption or effective registration statement. Swifty agrees that Consultant shall have "piggy back rights" allowing the aforesaid shares, or any part thereof as determined by Consultant to be included in any registration statement which Swifty files following the date of execution of this Agreement or which has not yet become effective as of the date of execution of this Agreement.

4. Consultant's Warranties: Consultant warrants that it has the right to enter into this Agreement and to perform its obligations hereunder.

5. Failure to Lawfully Issue Shares: In the event Swifty shall not be able to transfer the shares referred to in paragraph 3 to Consultant then this Agreement shall forthwith terminate and Consultant shall have no further obligation to perform any services hereunder.

6. Option to Purchase Shares: Swifty hereby grants to Consultant the option to purchase from Swifty an additional one million (1,000,000) shares of Swifty's common stock at a price of fifty cents ($.50) per share. Consultant acknowledges that such shares, when issued, shall be restricted shares as defined above. The option provided for herein may be exercised at any time up to the third anniversary of the execution of this Agreement. This option may be exercised on one or more occasions for all or any portion of the said one million (1,000,000) shares. The options shares shall have the same "piggy back rights" as provided for the shares to be issued pursuant to paragraph 3 of this Agreement.

7. Swifty's Warranties: Swifty warrants that it is lawfully able to issue to Consultant the shares referred to in paragraphs 3 and 8 hereof and that other than the lack of registration there are and/or will be no liens, restrictions or limitations upon the issuance of said shares or the shares themselves.

9. Representation on Swifty's Board of Directors: Consultant shall have the right, to be exercised in its sole discretion, to nominate one of its officers or directors to serve as a director of SwiftyNet.com, Inc. Swifty shall cooperate to the fullest extent possible to cause such person nominated by Consultant to be elected to Swifty's board of directors.

10. Miscellaneous Provisions:

a. Enforceability: If any term or condition of this Agreement shall be found, by a court of competent jurisdiction, to be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement, and such term or condition except to the extent or in such application which is held to be invalid or unenforceable, shall be affected thereby and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law. Notwithstanding the foregoing, in the event such term or condition held to be invalid or unenforceable shall render the purpose or intent of this Agreement to be materially impaired then this Agreement may be terminated by either party upon ten (10) days written notice to the other party.

b. Notice: All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be made by: (i) certified mail, return receipt requested; (ii) Federal Express, Express Mail, or similar overnight or courier service; or (iii) delivery (in person or by facsimile or similar telecommunication transmission) to the party to whom it is to be given, to the address appearing elsewhere in this Agreement or to such other address as any party hereto may have designated by written notice forwarded to the other party in accordance with the provisions of this Section. Any notice or other communication given by certified mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof. Any notice given by other means permitted by this Section shall be deemed given at the time of receipt thereof.

c. Application of Florida Law: This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Florida. Venue shall be deemed located in Hillsborough, Florida.

d. Counterparts: This Agreement may be executed by any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. Binding Effect: Each of the provisions and agreements herein contained shall be binding upon and inure to the benefit of the personal representatives, devisees, heirs, successors, transferees and assigns of the respective parties hereto.

f. Jurisdiction: The parties agree that, irrespective of any wording that might be construed to be in conflict with this paragraph, this Agreement is one for performance in Florida. The parties to this Agreement agree that they waive any objection, constitutional, statutory otherwise, to a Florida court's taking jurisdiction of any dispute between them. By entering into this Agreement, the parties, and each of them understand that they might be called upon to answer a claim asserted in a Florida court.

g. Waiver: No waiver of any provision of this Agreement shall be deemed, or

shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

h. Entire Agreement: This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreement, representations, and understandings of the parties. No supplement, modifications, or amendment of this Agreement shall be binding unless executed in writing by all parties.

i. Authority and Binding Effect: Each of the undersigned do hereby warrant and represent that they have been duly authorized to enter to this Agreement on behalf of their respective companies.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first stated above.

SwiftyNet.com, Inc.	*CandidHosting.com, Inc.*
By: /s/ Rachel Steele	*By:/s/ David Marshlach*
_____	_____
Rachel Steele	*David Marshlach*
President	

EXHIBIT 10.25

CONSULTING/OPTION AGREEMENT

This Consulting/Option Agreement ("Agreement") is made and entered into on this 19th day of December by and between David S. Goldman ("Consultant") and SwiftyNet.com, Inc. ("Swifty").

PREAMBLE

WHEREAS, Consultant is a Florida resident with offices at 851 Indian Rocks Road, Belleair, Florida; and

WHEREAS, Swifty is a Florida corporation in good standing with offices at 201 East Kennedy Blvd., Suite 210, Tampa, Florida 33602; and

WHEREAS, Consultant has experience and expertise in the management, marketing and operation of web sites; and

WHEREAS, Consultant desires to provide to Swifty certain services utilizing Consultant's experience and expertise in connection with the management, marketing and operation of web sites and Swifty desires to obtain such services from Consultant.

NOW, THEREFORE, in consideration of the foregoing, of the mutual agreements and promises set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is acknowledged Consultant and Swifty intending to be legally bound, agree as follow:

1. Consulting Services: For the duration of this Agreement Consultant will provide to Swifty advice regarding the management and marketing of Swifty's web sites for the purpose of increasing the profitability and efficient utilization of Swifty's web sites.

All of such consulting services shall be provided by Consultant or subcontractors or affiliates of Consultant, as Consultant deems to be reasonable and appropriate to accomplish its obligations as set forth above.

Consultant shall not be obligated to travel or cause its employees or agents to travel to Swifty's premises to render such consulting services. In the event that it becomes necessary for a representative of Consultant to travel to Swifty's premises in connection with Consultant's performance under this Agreement then Swifty shall pay the cost of business class transportation and first class hotel and accommodations for such person or persons. Swifty acknowledges that Consultant has other business relationships and may not always be immediately available to render the services provided for in this Agreement. Consultant agrees to use its best efforts to provide its services at such times as requested by Swifty or as soon thereafter as it is able to do so.

2. Term. The terms of this Agreement shall be one year commencing on December 19, 2000 and ending on December 18, 2001.

3. Consideration: In consideration for the services to be provided by Consultant pursuant to this Agreement Swifty shall forthwith transfer to Consultant one million, four hundred and thirty thousand (1,430,000) of its common shares. Consultant acknowledges that such shares have not been registered and are restricted from any transfer by Consultant except pursuant to a applicable exemption or effective registration statement. Swifty agrees that Consultant shall have "piggy back rights" allowing the aforesaid shares, or any part thereof as determined by Consultant to be included in any registration statement which Swifty files following the date of execution of this Agreement or which has not yet become effective as of the date of execution of this Agreement.

4. Consultant's Warranties: Consultant warrants that it has the right to enter into this Agreement and to perform its obligations hereunder.

5. Failure to Lawfully Issue Shares: In the event Swifty shall not be able to transfer the shares referred to in paragraph 3 to Consultant then this

Agreement shall forthwith terminate and Consultant shall have no further obligation to perform any services hereunder.

6. Option to Purchase Shares: Swifty hereby grants to Consultant the option to purchase from Swifty an additional one million (1,000,000) shares of Swifty's common stock at a price of fifty cents ($.50) per share. Consultant acknowledges that such shares, when issued, shall be restricted shares as defined above. The option provided for herein may be exercised at any time up to the third anniversary of the execution of this Agreement. This option may be exercised on one or more occasions for all or any portion of the said one million (1,000,000) shares. The options shares shall have the same "piggy back rights" as provided for the shares to be issued pursuant to paragraph 3 of this Agreement.

7. Swifty's Warranties: Swifty warrants that it is lawfully able to issue to Consultant the shares referred to in paragraphs 3 and 8 hereof and that other than the lack of registration there are and/or will be no liens, restrictions or limitations upon the issuance of said shares or the shares themselves.

9. Representation on Swifty's Board of Directors: Consultant shall have the right, to be exercised in its sole discretion, to nominate one of its officers or directors to serve as a director of SwiftyNet.com, Inc. Swifty shall cooperate to the fullest extent possible to cause such person nominated by Consultant to be elected to Swifty's board of directors.

10. Miscellaneous Provisions:

a. Enforceability: If any term or condition of this Agreement shall be found, by a court of competent jurisdiction, to be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement, and such term or condition except to the extent or in such application which is held to be invalid or unenforceable, shall not be affected thereby and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law. Notwithstanding the foregoing, in the event such term or condition held to be invalid or unenforceable shall render the purpose or intent of this Agreement to be materially impaired then this Agreement may be terminated by either party upon ten (10) days written notice to the other party.

b. Notice: All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be made by: (i) certified mail, return receipt requested; (ii) Federal Express, Express Mail, or similar overnight or courier service; or (iii) delivery (in person or by facsimile or similar telecommunication transmission) to the party to whom it is to be given, to the address appearing elsewhere in this Agreement or to such other address as any party hereto may have designated by written notice forwarded to the other party in accordance with the provisions of this Section. Any notice or other communication given by certified mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof. Any notice given by other means permitted by this Section shall be deemed given at the time of receipt thereof.

c. Application of Florida Law: This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Florida. Venue shall be deemed located in Hillsborough, Florida.

d. Counterparts: This Agreement may be executed by any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. Binding Effect: Each of the provisions and agreements herein contained shall be binding upon and inure to the benefit of the personal representatives, devisees, heirs, successors, transferees and assigns of the respective parties hereto.

f. Jurisdiction: The parties agree that, irrespective of any wording that might be construed to be in conflict with this paragraph, this Agreement is one for performance in Florida. The parties to this Agreement agree that they waive any objection, constitutional, statutory otherwise, to a Florida court's taking jurisdiction of any dispute between them. By entering into this Agreement, the parties, and each of them understand that they might be called upon to answer a

claim asserted in a Florida court.

g. Waiver: No waiver of any provision of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

h. Entire Agreement: This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreement, representations, and understandings of the parties. No supplement, modifications, or amendment of this Agreement shall be binding unless executed in writing by all parties.

i. Authority and Binding Effect: Each of the undersigned do hereby warrant and represent that they have been duly authorized to enter to this Agreement on behalf of their respective companies.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first stated above.

SwiftyNet.com, Inc.	*Consultant*
By: /s/ Rachel Steele	*By: /s/ David S. Goldman*
Rachel Steele	
President	*David S. Goldman*

CONSULTING/OPTION AGREEMENT

This Consulting/Option Agreement ("Agreement") is made and entered into on this 1st day of December by and between Voice Media, Inc. ("Consultant") and SwiftyNet.com, Inc. ("Swifty").

PREAMBLE

WHEREAS, Consultant is a Nevada corporation in good standing with offices at 2533 North Carson Street, Suite 1091, Carson City, Nevada 69708; and

WHEREAS, Swifty is a Florida corporation in good standing with offices at 201 East Kennedy Blvd., Suite 210, Tampa, Florida 33602; and

WHEREAS, Consultant has experience and expertise in the management, marketing and operation of web sites; and

WHEREAS, Consultant desires to provide to Swifty certain services utilizing Consultant's experience and expertise in connection with the management, marketing and operation of web sites and Swifty desires to obtain such services from Consultant.

NOW, THEREFORE, in consideration of the foregoing, of the mutual agreements and promises set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is acknowledged Consultant and Swifty intending to be legally bound, agree as follow:

1. Consulting Services: For the duration of this Agreement Consultant will provide to Swifty advice regarding the management and marketing of Swifty's web sites for the purpose of increasing the profitability and efficient utilization of Swifty's web sites.

All of such consulting services shall be provided by Consultant as Consultant deems to be reasonable and appropriate to accomplish its obligations as set forth above.

Consultant shall not be obligated to travel or cause its employees or agents to travel to Swifty's premises to render such consulting services. In the event that it becomes necessary for a representative of Consultant to travel to Swifty's premises in connection with Consultant's performance under this Agreement then Swifty shall pay the cost of business class transportation and first class hotel and accommodations for such person or persons. Swifty acknowledges that Consultant has other business relationships and may not always be immediately available to render the services provided for in this Agreement. Consultant agrees to use its best efforts to provide its services at such times as requested by Swifty or as soon thereafter as it is able to do so.

2. Term. The terms of this Agreement shall be one year commencing on December 1, 2000 and ending on November 30, 2001.

3. Consideration: In consideration for the services to be provided by Consultant pursuant to this Agreement Swifty shall forthwith transfer to Consultant one million, four hundred and thirty thousand (1,430,000) of its common shares. Consultant acknowledges that such shares have not been registered and are restricted from any transfer by Consultant except pursuant to an applicable exemption or effective registration statement. Swifty agrees that Consultant shall have "piggy back rights" allowing the aforesaid shares, or any part thereof as determined by Consultant to be included in any registration statement which Swifty files following the date of execution of this Agreement or which has not yet become effective as of the date of execution of this Agreement.

4. Consultant's Warranties: Consultant warrants that it has the right to enter into this Agreement and to perform its obligations hereunder.

5. Failure to Lawfully Issue Shares: In the event Swifty shall not be able to transfer the shares referred to in paragraph 3 to Consultant then this Agreement shall forthwith terminate and Consultant shall have no further obligation to perform any services hereunder.

6. Option to Purchase Shares: Swifty hereby grants to Consultant the option to purchase from Swifty an additional one million (1,000,000) shares of Swifty's common stock at a price of fifty cents ($.50) per share. Consultant acknowledges that such shares, when issued, shall be restricted shares as defined above. The option provided for herein may be exercised at any time up to the third anniversary of the execution of this Agreement. This option may be exercised on one or more occasions for all or any portion of the said one million (1,000,000) shares. The options shares shall have the same "piggy back rights" as provided for the shares to be issued pursuant to paragraph 3 of this Agreement.

7. Swifty's Warranties: Swifty warrants that it is lawfully able to issue to Consultant the shares referred to in paragraphs 3 and 8 hereof and that other than the lack of registration there are and/or will be no liens, restrictions or limitations upon the issuance of said shares or the shares themselves.

9. Representation on Swifty's Board of Directors: Consultant shall have the right, to be exercised in its sole discretion, to nominate one of its officers or directors to serve as a director of SwiftyNet.com, Inc. Swifty shall cooperate to the fullest extent possible to cause such person nominated by Consultant to be elected to Swifty's board of directors.

10. Miscellaneous Provisions:

a. Enforceability: If any term or condition of this Agreement shall be found, by a court of competent jurisdiction, to be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement, and such term or condition except to the extent or in such application which is held to be invalid or unenforceable, shall not be affected thereby and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law. Notwithstanding the foregoing, in the event such term or condition held to be invalid or unenforceable shall render the purpose or intent of this Agreement to be materially impaired then this Agreement may be terminated by either party upon ten (10) days written notice to the other party.

b. Notice: All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be made by: (i) certified mail, return receipt requested; (ii) Federal Express, Express Mail, or similar overnight or courier service; or (iii) delivery (in person or by facsimile or similar telecommunication transmission) to the party to whom it is to be given, to the address appearing elsewhere in this Agreement or to such other address as any party hereto may have designated by written notice forwarded to the other party in accordance with the provisions of this Section. Any notice or other communication given by certified mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof. Any notice given by other means permitted by this Section shall be deemed given at the time of receipt thereof.

c. Application of Florida Law: This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Florida. Venue shall be deemed located in Hillsborough, Florida.

d. Counterparts: This Agreement may be executed by any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. Binding Effect: Each of the provisions and agreements herein contained shall be binding upon and inure to the benefit of the personal representatives, devisees, heirs, successors, transferees and assigns of the respective parties hereto.

f. Jurisdiction: The parties agree that, irrespective of any wording that might be construed to be in conflict with this paragraph, this Agreement is one for performance in Florida. The parties to this Agreement agree that they waive any objection, constitutional, statutory otherwise, to a Florida court's taking jurisdiction of any dispute between them. By entering into this Agreement, the parties, and each of them understand that they might be called upon to answer a claim asserted in a Florida court.

g. Waiver: No waiver of any provision of this Agreement shall be deemed, or

shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

h. Entire Agreement: This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreement, representations, and understandings of the parties. No supplement, modifications, or amendment of this Agreement shall be binding unless executed in writing by all parties.

i. Authority and Binding Effect: Each of the undersigned do hereby warrant and represent that they have been duly authorized to enter to this Agreement on behalf of their respective companies.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first stated above.

SwiftyNet.com, Inc.	*Voice Media, Inc.*
By:/s/ Rachel Steele	*By:/s/*
_____	_____
Rachel Steele	
President	

Shoreliner Capital

Shoreliner Capital Limited Partnership
3265 St. Annes Drive
North Vancouver, B.C.
V7L 1B7

For the purpose of public relations this contract is between Shoreliner Capital Limited Partnership and Swiftynet.com, Inc. Swiftynet.com agrees to issue 200,000 shares (which is to be registered in the registration statement) plus issue 500,000 warrants exercisable at $.50/warrant (also to be registered in the next registration statement) in exchange for public relations work to be conducted by Shoreliner Capital. This work shall include assistance with introducing the company to potential investors, both individual and institutional, as well as any assistance that may be required on the internet.

This contract will be in force for exactly six (6) months from the date signed and may be renewed by the consent of both parties. If not renewed, after the six (6) months has elapsed, this contract shall be considered null and void.

/s/Joe T. Brainard *Date 1/12/2001*
Joe T. Brainard
General Partner
Shoreliner Capital Limited Partnership

/s/ Raymond Lipsch
Swiftynet.com, Inc.

TRAFFIC PROMOTION AGREEMENT

This Traffic Promotion Agreement ("Agreement") is made and entered into on this day of November by and between Voice Media, Inc. ("Promoter") and SwiftyNet.com, Inc. ("Swifty").

PREAMBLE

WHEREAS, Promoter is a Nevada corporation in good standing with offices at 2533 North Carson Street, Suite 1091, Carson City, Nevada 69708; and

WHEREAS, Swifty is a Florida corporation in good standing with offices at 201 East Kennedy Blvd., Suite 210, Tampa, Florida 33602; and

WHEREAS, Promoter has experience and expertise in the management, marketing and operation of web sites; and

WHEREAS, Promoter desires to provide to Swifty certain services utilizing Promoter's expertise in connection with the management, marketing and operation of web sites for the purpose of procuring traffic for Swifty's web sites and Swifty desires to obtain such services from Promoter.

NOW, THEREFORE, in consideration of the foregoing, of the mutual agreements and promises set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is acknowledged Promoter and Swifty intending to be legally bound, agree as follow:

1. Traffic Procuring Services: Promoter shall use its best efforts during the term of this agreement to obtain to obtain traffic for Swifty's web sites for the purpose of increasing the efficiency and profitability of Swifty's web sites. Such services to be rendered at such times and in such manner as Promoter, in its sole discretion, deems reasonable for the purpose of this Agreement. Such services shall include assistance in obtaining and maintaining traffic and customers.

Promoter shall not be obligated to travel or cause its employees or agents to travel to Swifty's premises to render such services. In the event that it becomes necessary for a representative of Promoter to travel to Swifty's premises in connection with Promoter's performance under this Agreement then Swifty shall pay the cost of business class transportation and first class hotel and accommodations for such person or persons. Swifty acknowledges that Promoter has other business relationships and may not always be immediately available to render the services provided for in this Agreement. Promoter agrees to use its best efforts to provide its services at such times as requested by Swifty or as soon thereafter as it is able to do so.

2. Term. The terms of this Agreement shall be one year commencing on December 1, 2000 and ending on November 30, 2001.

3. Consideration: In consideration for the services to be provided by Promoter pursuant to this Agreement Swifty shall forthwith transfer to Promoter one million, four hundred and thirty thousand (1,430,000) of its common shares. Promoter acknowledges that such shares have not been registered and are restricted from any transfer by Promoter except pursuant to an applicable exemption or effective registration statement. Swifty agrees that Promoter shall have "piggy back rights" allowing the aforesaid shares, or any part thereof as determined by Promoter to be included in any registration statement which Swifty files following the date of execution of this Agreement or which has not yet become effective as of the date of execution of this Agreement.

4. Confidentially: Promoter shall not during the term of this Agreement or thereafter, disclose to any third person or entity, or use for its own benefit, any confidential information of Swifty which is entitled to legal protection and which information has been received by Promoter by virtue of Promoter's services hereunder unless Promoter shall have first obtained Swifty's written consent to such disclosure.

5. Limitation on Services of Promoter: For the consideration set forth in paragraph 3 hereof Promoter shall, as soon as reasonably possible following execution of this Agreement, commence providing traffic to Swifty's web sites and shall continue to provide such traffic until Swifty's web sites have received an aggregate of 45,000,000 hits. Promoter shall not be obligated to provide any additional traffic thereafter unless the parties shall have entered into a further agreement relating to the providing of such traffic and the compensation to be paid for such traffic. Not later than fifteen (15) days following the end of each month during the term of this agreement Swifty shall report to Promoter, in writing, stating the number of hits received by Swifty during the month for which the report is made. Together with such report Swifty shall remit to Promoter such sum, if any, as may be due to Promoter pursuant to this paragraph.

6. Promoter's Warranties: Promoter warrants that it has the right to enter into this Agreement and to perform its obligations hereunder.

7. Swifty's Warranties: Swifty warrants that it is lawfully able to issue to Promoter the shares referred to in paragraph 3 hereof and that other than the lack of registration there are no liens, restrictions or limitations upon the issuance of said shares or the shares themselves.

8. Failure to Lawfully Issue Shares: In the event Swifty shall not be able to transfer the shares referred to in paragraph 3 to Promoter then this Agreement shall forthwith terminate and Promoter shall have no further obligation to perform any services hereunder.

9. Miscellaneous Provisions:

a. Enforceability: If any term or condition of this Agreement shall be found, by a court of competent jurisdiction, to be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement, and such term or condition except to the extent or in such application which is held to be invalid or unenforceable, shall not be affected thereby and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law. Notwithstanding the foregoing, in the event such term or condition held to be invalid or unenforceable shall render the purpose or intent of this Agreement to be materially impaired then this Agreement may be terminated by either party upon ten (10) days written notice to the other party.

b. Notice: All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be made by: (i) certified mail, return receipt requested; (ii) Federal Express, Express Mail, or similar overnight or courier service; or (iii) delivery (in person or by facsimile or similar telecommunication transmission) to the party to whom it is to be given, to the address appearing elsewhere in this Agreement or to such other address as any party hereto may have designated by written notice forwarded to the other party in accordance with the provisions of this Section. Any notice or other communication given by certified mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof. Any notice given by other means permitted by this Section shall be deemed given at the time of receipt thereof.

c. Application of Florida Law: This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Florida. Venue shall be deemed located in Hillsborough, Florida.

d. Counterparts: This Agreement may be executed by any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. Binding Effect: Each of the provisions and agreements herein contained shall be binding upon and inure to the benefit of the personal representatives, devisees, heirs, successors, transferees and assigns of the respective parties hereto.

f. Jurisdiction: The parties agree that, irrespective of any wording that might be construed to be in conflict with this paragraph, this Agreement is one for performance in Florida. The parties to this Agreement agree that they waive any objection, constitutional, statutory otherwise, to a Florida court's taking

jurisdiction of any dispute between them. By entering into this Agreement, the parties, and each of them understand that they might be called upon to answer a claim asserted in a Florida court.

g. Waiver: No waiver of any provision of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

h. Entire Agreement: This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreement, representations, and understandings of the parties. No supplement, modifications, or amendment of this Agreement shall be binding unless executed in writing by all parties.

i. Authority and Binding Effect: Each of the undersigned do hereby warrant and represent that they have been duly authorized to enter to this Agreement on behalf of their respective companies.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first stated above.

SwiftyNet.com, Inc. *Voice Media, Inc.*

By: /s/ Rachel Steele *By: /s/*

President

TRAFFIC PROMOTION AGREEMENT

This Traffic Promotion Agreement ("Agreement")is made and entered into this 1st day of December by and between CandidHosting.com, Inc. ("Promoter") and SwiftyNet.com., Inc. ("Swifty").

PREAMBLE

WHEREAS. Promoter is a Florida corporation in good standing with offices a 412 East Madison, Suite 1000, Tampa Florida 32602; and

WHEREAS. Swifty is a Florida corporation in good standing with offices at 201 East Kennedy Blvd., Suite 210, Tampa, Florida 33602; ;and

WHEREAS. Promoter desires to provide to Swifty certain services utilizing Promoter's expertise in connection with the management, marketing and operation to the web site for the purpose of procuring traffic for Swifty's web sites and Swifty desires to obtain such services from Promoter;

NOW THEREFORE, in consideration of the foregoing, of the mutual agreements and promises set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is acknowledged Promoter and Swifty intending to be legally bound, agree as follows:

1. Traffic Procuring Services: Promoter shall use its best efforts during the term of this agreement to obtain for Swifty's web sites for the purpose of increasing the efficiency and profitability of Swifty's web sites. Such services to be rendered at such times and in such manner as Promoter, in its sole discretion, deems reasonable for the purpose of this Agreement. Such services shall include assistance in obtaining and maintaining traffic and customers.

Promoter shall not be obligated to travel or cause its employees or agents to travel to Swifty's premises to render such services. In the event that it becomes necessary for a representative or Promoter to travel to Swifty's premises in connection with Promoter's performance under this Agreement then Swifty shall pay the cost of business class transportation and first class hotel and accommodations for such person or persons. Swifty acknowledges that Promoter has other business relationships and may not always be immediately available to render the services provided for in this Agreement. Promoter agrees to use its best efforts to provide its services at such times as requested by Swifty or as soon thereafter as it is able to do so.

2. Term: The term of this Agreement shall be one year commencing on December 1, 2000 and ending on November 30, 2001.

3. Consideration: In consideration for the services to be provided by Promoter pursuant to this Agreement Swifty shall forthwith transfer to Promoter one million, four hundred and thirty thousand (1,430,000) of its common shares. Promoter acknowledges that such shares have not been registered and are restricted from any transfer by Promoter except pursuant to an applicable exemption or effective registration statement. Swifty agrees that Promoter shall have "piggy back rights" allowing the aforesaid shares, or any part thereof as determined by Promoter to be included in any registration statement which Swifty files following the date of execution of this Agreement or which has not yet become effective as of the date of execution of this Agreement.

4. Confidentiality: Promoter shall not, during the term of this Agreement or thereafter, disclose to any third person or entity, or use for its own benefit, any confidential information of Swifty which is entitled to legal protection and which information has been received by Promoter by virtue of Promoter's services hereunder unless Promoter shall have first obtained Swifty's written consent to such disclosure.

5. Limitation on Services of Promoter: For the consideration set forth in paragraph 3 hereof Promoter shall, as soon as reasonably possible following execution of this Agreement, commence providing traffic to Swifty's web sites and shall continue to provide such traffic until Swifty's web sites have received an aggregate of 45,000,000 hits. Promoter shall not be obligated to provide any additional traffic thereafter unless the parties shall have entered

into a further agreement relating to the providing of such traffic and the compensation to be paid for such traffic. Not later than fifteen (15) days following the end of each month during the term of this agreement Swifty shall report to Promoter, in writing, stating the number of hits received by Swifty during the month for which the report is made. Together with such report Swifty shall remit to Promoter such sum, if any, as may be due to Promoter pursuant to this paragraph.

6. Promoter's Warranties: Promoter warrants that it has the right to enter into this Agreement and to perform its obligations hereunder.

7. Swifty's Warranties: Swifty warrants that it is lawfully able to issue to Promoter the shares referred to in paragraph 3 hereof and that other than the lack of registration there are no liens, restrictions or limitations upon the issuance of said shares or the shares themselves.

8. Failure to Lawfully Issue Shares: In the event Swifty shall not be able to transfer the shares referred to in paragraph 3 to Promoter then this Agreement shall forthwith terminate and Promoter shall have no further obligation to perform any services hereunder.

2. Miscellaneous Provisions;

a. Enforceability: If any term or condition of this Agreement shall be found, by a court of competent jurisdiction, to be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement, and such term or condition except to the extent or in such application which is held to be invalid or unenforceable, shall not be affected thereby and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law. Notwithstanding the foregoing, in the event such term or condition held to be invalid or unenforceable shall render the purpose or intent of this Agreement to be materially impaired then this Agreement may be terminated by either party upon ten (10) days written notice to the other party.

b. Notice: All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be made by; (i) certified mail, return receipt requested; (ii) Federal Express, Express Mail, or similar overnight delivery or courier service; or (iii) delivery (in person or by facsimile or similar telecommunication transmission) to the party to whom it is to be given, to the address appearing elsewhere in this Agreement or to such other address as any party hereto may have designated by written notice forwarded to the other party in accordance with the provisions of this Section. Any notice or other communication given by certified mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof. Any notice by other means permitted by this Section shall be deemed given at the time of receipt thereof.

c. Application of Florida Law: This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Florida. Venue shall be deemed located in Hillsborough, Florida.

d. Counterparts: This Agreement may be executed by any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. Binding Effect: Each of the provisions and agreements herein contained shall be binding upon and inure to the benefit of the personal representatives, devisees, heirs, successors, transferees and assigns of the respective parties hereto.

f. Jurisdiction: The parties agree that, irrespective of any wording that might be construed to be in conflict with this paragraph, this Agreement is one for performance in Florida. The parties of this Agreement agree that they waive any objection, constitutional, statutory otherwise, to a Florida court's taking jurisdiction of any dispute between them. By entering into this Agreement, the parties, and each of them understand that they might be called upon to answer a claim asserted in a Florida court.

g. Waiver: No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor

shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

h. Entire Agreement: This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter, and it supercedes all prior contemporaneous agreement, representations, and understandings of the parties. No supplement, modifications, or amendment of this Agreement shall be binding unless executed in writing by all parties.

i. Authority and Binding Effect: Each of the undersigned do hereby warrant and represent that they have been duly authorized to enter to this Agreement on behalf of their respective companies.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first stated above.

SwiftyNet.com, Inc.	*CandidHosting.com, Inc.*
BY:/s/ Rachel Steele	*BY: /s/ David Marshlach*
_____	_____
President	*President*

CONSULTING AGREEMENT

DATE: November 25, 2000

PARTIES: PAUL RUNYON (the "Consultant")

SWIFTYNET.COM, INC.
a Florida corporation (the "Company")

AGREEMENTS:

SECTION 1. RETENTION OF CONSULTANT

1.1 Effective Date. Effective November 25, 2000 (the "Effective Date") the Company shall retain the Consultant as a consultant, and the Consultant hereby accepts such consulting relationship, upon the terms and conditions set forth in this Agreement.

1.2 Services. The Consultant agrees to serve the Company as a consultant concerning the Company's acquisitions and mergers. The Consultant shall perform and discharge well and faithfully for the Company such consulting services during the term of this Agreement as may be assigned to the Consultant from time to time by the President or Vice President for Operations of the Company or of SwiftyNet.com, Inc.; provided, however, that no such services shall require the availability of the Consultant in excess of 100 hours per year.

SECTION 2. COMPENSATION

2.1 Consulting Fee and Expense Reimbursement. In full satisfaction for any and all consulting services rendered by the Consultant for the Company under this Agreement, the Company shall issue to the Consultant 500,000 restricted shares of the Company's common stock. In addition to such consulting fees, the Company agrees to reimburse the Consultant for the Consultant's travel and reasonable living expenses away from the location of the Consultant's principal office directly incurred by the Consultant at the Company's request in performing consulting services for the Company. Such travel and living expenses shall be reimbursed monthly, at the same time the consulting fees are paid, so long as the Consultant provides the Company with invoices for such expenses, and such supporting information or receipts as the Company reasonably requests, prior to the date of payment.

2.2 (paragraph deleted)

2.3 Other Compensation and Fringe Benefits. The Consultant shall not receive any other compensation from the Company or participate in or receive benefits under any of the Company's employee fringe benefit programs or receive any other fringe benefits from the Company on account of the consulting services to be provided to the Company under this Agreement, including without limitation health, disability, life insurance, retirement, pension, and profit sharing benefits.

2.4 Time Records and Reports. The Consultant shall prepare accurate and complete records of the Consultant's services for the Company under this Agreement and agrees to submit records on a monthly basis to the Company, along with such other documentation of the services performed under this Agreement as reasonably requested by the Company.

SECTION 3. NATURE OF RELATIONSHIP; EXPENSES

3.1 Independent Contractor. It is agreed that the Consultant shall be an independent contractor and shall not be the employee, servant, agent, partner, or joint venturer of the Company, or any of its officers, directors, or employees. The Consultant shall not have the right to or be entitled to any of the employee benefits of the Company or its subsidiaries. The Consultant has no authority to assume or create any obligation or liability, express or implied, on the Company's behalf or in its name or to bind the Company in any manner whatsoever.

3.2 Insurance and Taxes. The Consultant agrees to arrange for the Consultant's own liability, disability, health, and workers' compensation insurance, and that of the Consultant's employees, if any. The Consultant further agrees to be responsible for the Consultant's own tax obligations accruing as a result of payments for services rendered under this Agreement, as well as for the tax withholding obligations with respect to the Consultant's employees, if any. It is expressly understood and agreed by the Consultant that should the Company for any reason incur tax liability or charges whatsoever as a result of not making any withholdings from payments for services under this Agreement, the Consultant will reimburse and indemnify the Company for the same.

3.3 Equipment, Tools, Employees and Overhead. The Consultant shall provide, at the Consultant's expense, all equipment and tools needed to provide services under this Agreement, including the salaries of and benefits provided to any employees of the Consultant. Except as otherwise provided in this Agreement, the Consultant shall be responsible for all of the Consultant's overhead costs and expenses.

SECTION 4. TERM

4.1 Initial Term; Renewal. Unless otherwise terminated pursuant to the provisions of Section 4.2, the consulting relationship under this Agreement shall commence on the Effective Date and continue in effect until N/A 20___ (the "Initial Term"). Thereafter, the term of the consulting relationship under this Agreement shall be extended for successive one-year periods subject to either party's right to terminate the consulting relationship at the end of the Initial Term or on any subsequent anniversary thereof by giving the other party at least 10 days' written notice prior to the effective date of such termination.

4.2 Early Termination. The consulting relationship under this Agreement may be terminated prior to the end of the Initial Term or any renewal term by the death of the Consultant, the disability of the Consultant resulting in the inability of the Consultant to perform the consulting service, or by written notice from the Company that, in the Company's sole determination: (a) the Consultant has refused, failed, or is unable to render consulting services under this Agreement; (b) the Consultant has breached any of the Consultant's other obligations under this Agreement; or (c) the Consultant has engaged or is engaging in conduct that in the Company's sole determination is detrimental to the Company. If the consulting relationship is terminated for any of the reasons set forth in the preceding sentence, the right of the Consultant to the compensation set forth in Section 2 of this Agreement shall cease on the date of such termination, and the Company shall have no further obligation to the Consultant under any of the provisions of this Agreement.

4.3 Effect of Termination. Termination of the consulting relationship shall not affect the provisions of Sections 5, 6, 7, and 8, which provisions shall survive any termination in accordance with their terms.

SECTION 5. DISCLOSURE OF INFORMATION

The Consultant acknowledges that the Company's trade secrets, private or secret processes as they exist from time to time, and information concerning products, developments, manufacturing techniques, new product plans, equipment, inventions, discoveries, patent applications, ideas, designs, engineering drawings, sketches, renderings, other drawings, manufacturing and test data, computer programs, progress reports, materials, costs, specifications, processes, methods, research, procurement and sales activities and procedures, promotion and pricing techniques, and credit and financial data concerning customers of the Company and its subsidiaries, as well as information relating to the management, operation, or planning of the Company and its subsidiaries (the "Proprietary Information") are valuable, special, and unique assets of the Company and its subsidiaries, access to and knowledge of which may be essential to the performance of the Consultant's duties under this Agreement. In light of the highly competitive nature of the industry in which the Company and its subsidiaries conduct their businesses, the Consultant agrees that all Proprietary Information obtained by the Consultant as a result of the Consultant's relationship with the Company and its subsidiaries shall be considered confidential. In recognition of this fact, the Consultant agrees that the Consultant will not, during and after the Consulting Period, disclose any of such Proprietary Information to any person or entity for any reason or purpose whatsoever, and the Consultant will not make use of any Proprietary Information

for the Consultant's own purposes or for the benefit of any other person or entity (except the Company and its subsidiaries) under any circumstances.

SECTION 6. NONCOMPETITION AGREEMENT

In order to further protect the confidentiality of the Proprietary Information and in recognition of the highly competitive nature of the industries in which the Company and its subsidiaries conduct their businesses, and for the consideration set forth herein, the Consultant further agrees as follows:

6.1 Restriction on Competition. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly engage in any Business Activities (hereinafter defined), other than on behalf of the Company or its subsidiaries, whether such engagement is as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than 1% of the outstanding capital stock of a publicly-traded corporation), consultant, advisor, agent, or other participant, in any geographic area in which the products or services of the Company or its subsidiaries have been distributed or provided during the period of the Consultant's consulting relationship with the Company. For purposes of this Agreement, the term "Business Activities" shall mean any business in which the Company is actively engaged as of the termination of this Agreement together with all other activities engaged in by the Company or any of its subsidiaries at any time during the Consultant's consulting relationship with the Company, and activities in any way related to activities with respect to which the Consultant renders consulting services under this Agreement.

6.2 Dealings with Customers of the Company. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly engage in any of the Business Activities (other than on behalf of the Company or its subsidiaries) by supplying products or providing services to any customer with whom the Company or its subsidiaries have done any business during the consulting relationship with the Company, whether as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than one percent (1%) of the outstanding capital stock of a publicly traded corporation), consultant, advisor, agent, or other participant.

6.3 Assistance to Others. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly assist others in engaging in any of the Business Activities in any manner prohibited to the Consultant under this Agreement.

6.4 Company's Employees. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly induce employees of the Company or any of its subsidiaries or affiliates to engage in any activity hereby prohibited to the Consultant or to terminate their employment.

SECTION 7. INTERPRETATION

It is expressly understood and agreed that although the Consultant and the Company consider the restrictions contained in Sections 5 and 6 of this Agreement reasonable for the purpose of preserving the goodwill, proprietary rights, and going concern value of the Company and its subsidiaries, if a final judicial determination is made by a court having jurisdiction that the time or territory or any other restriction contained in Sections 5 and 6 is an unenforceable restriction on the activities of the Consultant, the provisions of such restriction shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such other extent as such court may judicially determine or indicate to be reasonable. Alternatively, if the court referred to above finds that any restriction contained in Sections 5 and 6 or any remedy provided in Section 9 of this Agreement is unenforceable, and such restriction or remedy cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained in this Agreement or the availability of any other remedy. The

provisions of Sections 5 and 6 shall in no respect limit or otherwise affect the obligations of the Consultant under other agreements with the Company.

SECTION 8. DESIGNS, INVENTIONS, PATENTS AND COPYRIGHTS

8.1 Intellectual Property. The Consultant shall promptly disclose, grant, and assign to the Company for its sole use and benefit any and all designs, inventions, improvements, technical information, know-how and technology, and suggestions relating in any way to the products of the Company or its subsidiaries or capable of beneficial use by customers to whom products or services of the Company or its subsidiaries are sold or provided, that the Consultant may conceive, develop, or acquire during the Consultant's consulting relationship with the Company or its subsidiaries (whether or not during usual working hours), together with all copyrights, trademarks, design patents, patents, and applications for copyrights, trademarks, design patents, patents, divisions of pending patent applications, applications for reissue of patents and specific assignments of such applications that may at any time be granted for or upon any such designs, inventions, improvements, technical information, know-how, or technology (the "Intellectual Property").

8.2 Assignments and Assistance. In connection with the rights of the Company to the Intellectual Property, the Consultant shall promptly execute and deliver such applications, assignments, descriptions, and other instruments as may be necessary or proper in the opinion of the Company to vest in the Company title to the Intellectual Property and to enable the Company to obtain and maintain the entire right and title to the Intellectual Property throughout the world. The Consultant shall also render to the Company, at the Company's expense, such assistance as the Company may require in the prosecution of applications for said patents or reissues thereof, in the prosecution or defense of interferences which may be declared involving any of said applications or patents, and in any litigation in which the Company or its subsidiaries may be involved relating to the Intellectual Property.

8.3 Copyrights. The Consultant agrees to, and hereby grants to the Company, title to all copyrightable material first designed, produced, or composed in the course of or pursuant to the performance of work under this Agreement, which material shall be deemed "works made for hire" under Title 17, United States Code, Section 1.01 of the Copyright Act of 1976. The Consultant hereby grants to the Company a royalty-free, nonexclusive, and irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others so to do, any and all copyrighted or copyrightable material created by the Consultant as a result of work performed under this Agreement but not first produced or composed by the Consultant in the performance of this Agreement, provided that the license granted by this paragraph shall be only to the extent the Consultant now has, or prior to the completion of work under this Agreement or under any later agreements with the Company or its subsidiaries relating to similar work may acquire, the right to grant such licenses without the Company becoming liable to pay compensation to others solely because of such grant.

8.4 Patent Compensation. In consideration for the prompt execution and delivery of applications, assignments, descriptions, or other instruments in connection with any patents or patent applications the Company agrees to pay to Consultant $1,000 for each United States patent issued in the name of Consultant during the Consulting Period or within two years after termination of the Consulting Period; provided that the design, invention, improvement, know-how or technology forming the basis of such issued United States patent was conceived and reduced to practice during the Consulting Period.

SECTION 9. REMEDIES

The Consultant acknowledges and agrees that the Company's remedy at law for a breach or threatened breach of any of the provisions of Sections 5, 6, and 8 of this Agreement would be inadequate and, in recognition of this fact, in the event of a breach or threatened breach by the Consultant of any of the provisions of Sections 5, 6, and 8, the Consultant agrees that, in addition to its remedy at law, at the Company's option, all rights of the Consultant under this Agreement may be terminated, and the Company shall be entitled without posting any bond to obtain, and the Consultant agrees not to oppose a request for, equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, or any other equitable remedy which may then be available. The Consultant acknowledges that the granting of a

temporary injunction, temporary restraining order or permanent injunction merely prohibiting the use of Proprietary Information would not be an adequate remedy upon breach or threatened breach of Sections 5 and 6, and consequently agrees upon any such breach or threatened breach to the granting of injunctive relief prohibiting the design, development, manufacture, marketing or sale of products and providing of services of the kind designed, developed, manufactured, marketed, sold or provided by the Company or its subsidiaries during the term of the Consultant's consulting relationship with the Company. Nothing contained in this Section 9 shall be construed as prohibiting the Company from pursuing, in addition, any other remedies available to it for such breach or threatened breach.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1 Assignment. This Agreement shall not be assignable by either party, except by the Company to any subsidiary or affiliate of the Company or to any successor in interest to the Company's business.

10.2 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

10.3 Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses:

As to Consultant: *Paul Runyon*
_____
_____

As to Company: *SwiftyNet.com, Inc.*
201 E. Kennedy Blvd., Suite 520
Tampa, FL 33602

All notices and other communications shall be deemed to be given at the expiration of three (3) days after the date of mailing. The address of a party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party.

10.4 Litigation Expense. In the event of a default under this Agreement, the defaulting party shall reimburse the nondefaulting party for all costs and expenses reasonably incurred by the nondefaulting party in connection with the default, including without limitation attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation reasonable attorney's fees at the trial level and on appeal.

10.5 Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

10.6 Applicable Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the state of Florida. Exclusive venue for any action arising hereunder or in connection herewith shall lie in state court in Alachua County, Florida.

10.7 Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

Company: *Consultant:*

SWIFTYNET.COM, INC. */s/PAUL RUNYON*
By:/s/Rachel Steele _____

_____

Rachel Steele ***Paul Runyon***

Title: President

NON-EXCLUSIVE LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into on this ___day of November by and between Norman J. Jester, III ("Licensor") and SwiftyNet,com, Inc. ("Licensee").

PREAMBLE

WHEREAS, Licensor is an individual with offices at 9340 Hazard Way, Suite B-3, San Diego, California 92123: and

WHEREAS, Licensee is a Florida corporation in good standing with offices at 201 East Kennedy Blvd., Suite 210, Tampa, Florida 33602; and

WHEREAS, Licensor is the owner of or has the right to license certain valuable software which, among other things, performs the function of a sophisticated search engine, more particularly described as keyword biddable search engine ("the Licensed Software"); and

WHEREAS, Licensor has experience in the operation of the Licensed Software and;

WHEREAS, Licensor desires to license the Licensed Software to Licenses to Licensee and Licensee desires to license the Licensed Software from Licenser.

NOW THEREFORE, in consideration of the foregoing, of the mutual agreements and promises set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is acknowledge Licensor and Licensee, intending to be legally bound, agree as follows:

1. License: Subject to the terms and conditions contained in the Agreement, upon execution of this Agreement Licensor does hereby grant to Licensee, and Licensee hereby accepts the non-exclusive license for the use of the Licensed Software within the territory provided for in paragraph 2 hereof.

2. Territory: The territory is world wide.

3. Use of Software: The Licensed Software shall be used by Licensee in connection with Licensee's present business and any related business which Licensee shall hereinafter commence.

4. Term: The term of this Agreement shall be ten (10) years commencing on December 1, 2000 and ending on November 30, 2010. Thereafter, this Agreement shall be automatically renewed from year to year unless Licensee gives notice in writing of its intent not to renew the license for an additional term and such notice is given not less than 120 days prior to the end of the term of this Agreement.

5. Maintenance of Licensed Software: Licensee shall not make any permanent changes, additions, modifications or alterations (collectively "changes") to the Licensed Software without the prior written consent of Licensor. Any changes made by Licensee shall become the property of Licensor and following the termination of this License Licensee shall have no further right to use such changes. For a period of six (6) months following execution of this Agreement Licensor shall render maintenance and support services to Licensee in connection with implementation and use of the Licensed Software.

6. Consideration: In consideration for the grant of this non-exclusive license, Licensee shall forthwith issue one million, four hundred and thirty thousand (1,430,000) of its common shares as directed by Licensor. Licensor acknowledges that such shares has not been registered and are restricted from any transfer by Licensor except pursuant to an applicable exemption or effective registration statement. Licensee agrees that Licensor shall have "piggy back rights" allowing the aforesaid shares, or any part thereof as determined by Licensor, to be included in any registration statement which Licenses files following the date of execution of this Agreement or which has not yet become effective as of the date of execution of this Agreement.

7. Licenser's Warranties: Licensor warrants that it has the right to enter

into this Agreement and to license the Licensed Software to License as provided herein.

8. Licensee's Warranties: Licensee warrants that it is lawfully able to the shares referred to in paragraph 6 hereof and that other than the lack of registration there are no liens, restrictions, or limitations upon the issuance of said shares or the shares themselves.

9. Failure to Lawfully Issue Shares: In the event Licensee shall not be able to transfer the shares referred to in paragraph 6 to Licensor then this license shall forthwith terminate and Licensee shall have no further right to use the Licensed Software or any portion thereof.

10. Miscellaneous Provisions: a. Enforceability: If any term or condition of this Agreement shall be found, by a court of competent jurisdiction, to be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement, and such term or condition except to the extent or in such application which is held to be invalid or unenforceable shall not be affected thereby and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law. Notwithstanding the foregoing, in the event such term or condition held to be invalid or unenforceable shall render the purpose or intent of this Agreement to be materially impaired then this Agreement may be terminated by either party upon ten (10) days written notice to the other party.

b. Notice: All notice or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be made by; (i) certified mail, return receipt requested; (ii) Federal Express, Express Mail, or similar overnight delivery or courier service; or (iii) delivery (in person or by facsimile or similar telecommunication transmission) to the party to whom it is to be given, to the address appearing elsewhere in this Agreement or to such other address as any party hereto may have designated by written notice forwarded to the other party in accordance with the provisions of this Section. Any notice or other communication given by certified mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof. Any notice given by other means permitted by this Section shall be deemed given at the time of receipt thereof.

c. Application of Florida Law: This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Florida. Venue shall be deemed located in Hillsborough, Florida.

d. Counterparts: This Agreement may be executed by any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. Binding Effect: Each of the provisions and agreements herein contained shall be binding upon and inure to the benefit of the personal representatives, devisees, heirs, successors, transferees and assigns of the respective parties hereto.

f. Jurisdiction: The parties agree that, irrespective of any wording that might be construed to be in conflict with this paragraph, this Agreement is one for performance in Florida. The parties to this Agreement agree that they waive any objection, constitutional, statutory otherwise, to a Florida court's taking jurisdiction of any dispute between them. By entering into this Agreement, the parties, and each of them understand that they might be called upon to answer a claim asserted in a Florida court.

g. Waiver: No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall be waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

h. Entire Agreement This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreement, representations, and understandings of the parties. No supplement, modifications, or amendment of this Agreement shall be binding unless executed in writing by all parties.

i. Authority and Binding Effect: Each of the undersigned do hereby warrant

and represent that they have been duly authorized to enter to this Agreement on behalf of their respective companies.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first stated above.

SwiftyNet.com.,Inc.	*Licensor*
By:/s/Rachel Steele	*By: /s/Norman J. Jester, III*
_____	_____
Rachel Steele *President*	*Norman J. Jester, III*

CLIENT SERVICES AGREEMENT

Agreement between: MARKHAM/NOVELL COMMUNICATIONS, LTD. (AGENCY) 211 East 43rd St., New York NY 10017 and SwiftyNet.com, Inc. of 201 East Kennedy Blvd., Suite 520, Tampa, FL 33602 (CLIENT).

AGENCY is hereby engaged to perform on behalf of CLIENT the services specified on the attached schedule, for the twelve-month period beginning January 1, 2001 through December 31, 2001, unless otherwise terminated or extended as provided below.

In lieu of a cash retainer fee for services from January 1, 2001 to March 31, 2001, AGENCY will be awarded 100,000 shares of form 144 treasury stock in SwiftyNet.com, Inc. (or its success or companies), which will become freely tradable upon registration and will be included in the Client's short form SB2 Registration Statement expected to be filed shortly after execution of this Agreement, The stock will be transferred to AGENCY upon commencement of duties (January 1,2001). In the event the closing price of the company's stock public traded shares reaches the level of $1.00 for a period of five trading days prior to March 31, 2001, CLIENT will convey to AGENCY a certificate for an additional 50,000 shares of the company's stock under the same conditions as above. In the event the closing price of the company's public traded shares reaches the level of $2.00 for a period of five trading days prior to December 31, 2001, CLIENT will convey to AGENCY a certificate for an additional 50,000 shares of the company's stock under the same conditions as above. Retainer fee for services rendered beginning April 1, 2001, such amount to be noted in a document to be attached as a binding amendment to this Agreement.

A per diem surcharge will be paid for out-of-town travel requiring one or more nights away from New York City, at the following rates: $1,000.00 per day by a Principal/Director of AGENCY, and $500.00 by a staff employee, plus expenses.

Any expenses incurred on behalf of CLIENT by AGENCY in connection with activities covered under the attached schedule will be billed separately and will be due and payable within ten days of receipt of a invoice that incorporates appropriate receipts or other appropriate backup.

Any activity requiring an outlay by AGENCY of more than $500.00 will be authorized in advance of execution of the activity and confirmed by written memorandum. Upon request, CLIENT will make advance payments for extraordinary services such as highly concentrated activities requiring additional personnel based on estimated costs. Overpayments, if any, will be credited on subsequent invoices.

Authorized disbursements by AGENCY to third parties whose work it supervises on behalf of CLIENT for printing, production, artwork, photography, audio/visual presentations, annual or quarterly report preparation, and like will be billed to CLIENT at net cost plus a supervisory fee to AGENCY of 17.65%. All other direct expenditures by AGENCY on CLIENT's behalf, such as those for long-distance telephone, facsimile, travel, postage, clipping service, photocopying and entertainment will be billed at net.

Reimbursement by CLIENT for all such expenditures or disbursements shall be made upon presentation of invoices by AGENCY. AGENCY will be entitled to earn a standard agency commission for any media placed on behalf of CLIENT.

CLIENT agrees to hold harmless and indemnify AGENCY for any legal actions arising out of investor relations and/or public relations-related actions it undertakes at CLIENT's request, including information it disseminates upon approval of CLIENT, and to reimburse AGENCY for any reasonable legal costs incurred as a result thereof.

It is understood that certain confidential and proprietary information concerning operations, customer attraction programs, marketing activities, financial information, and miscellaneous business and regulatory information may be given to AGENCY by CLIENT AGENCY hereby agrees the information will be kept confidential and shall not, without authorization from CLIENT either verbally or in writing, be disclosed by the AGENCY other than in connection with the actual

or proposed public relations and investor relations activities.

This Agreement may be terminated upon 30-days written notice after the first three months. The Agreement may be renewed upon its terms for an additional period of one year by mutual consent of the parties, Upon termination of this agreement, all outstanding stock options and expenses become immediately payable.

FOR MARKHAM/NOVELL COMMUNICATIONS, LTD.

/s/Jacqueline Markham

_____

Jacqueline Markham Date of Signature 1/9/01

FOR SWIFTYNET.COM., INC,

/s/Rachel L. Steele

_____

As President of (SwiftyNet.Com.)

Consulting/Option Agreement

This Consulting/Option Agreement ("Agreement") is made and entered into on this 10th day of January by and between Mark Dolan ("Consultant") and SwiftyNet.com, Inc. ("Swifty").

PREAMBLE

WHEREAS, Consulting is a Florida attorney, having offices at 112 East Street, Suite B, Tampa, Florida; and

WHEREAS, Swifty is a Florida corporation in good standing with offices at 201 East Kennedy Blvd., Suite 210, Tampa, Florida 33602; and

WHEREAS, Consultant is an attorney with particular experience and expertise in the areas of First Amendment, Intellectual Property, Internet and Transactional law; and

WHEREAS, Consultant desires to provide to Swifty certain services utilizing Consultant's experience and expertise in connection with First Amendment, Intellectual Property, Internet and Transactional law and Swifty desires to obtain such services from Consultant;

NOW THEREFORE, in consideration of the foregoing, of the mutual agreements and promises set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is acknowledged Consultant and Swifty intending to be legally bound, agree as follows:

1. Consulting Services: For the duration of this Agreement Consultant will provide to Swifty advice regarding First Amendment, Intellectual Property, Internet and Transactional law.

All such consulting services shall be provided by Consultant or subcontractors or affiliates of Consultant, as Consultant deems to be reasonable and appropriate to accomplish its obligations as set forth above.

Consultant shall not be obligated to travel or cause its employees or agents to travel to Swifty's premises to render such consulting services. In the event that it becomes necessary for a representative of Consultant to travel to Swifty's premises in connection with Consultant's performance and accommodations of such person or persons. Swifty acknowledges that Consultant has other business relationships and may not always be immediately available to render the services provided for in this Agreement. Consultant agrees to use its best efforts to provide its services at such times as requested by Swifty or as soon thereafter as it is able to do so.

2. Term: The term of this Agreement shall be one year commencing on January 10, 2001 and ending on January 9, 2002.

3. Consideration: In consideration for the services to be provided by Consultant pursuant to this Agreement Swifty shall forthwith issue to Consultant, One Hundred and Twenty Five Thousand, (125,000) fully paid and non-assessable shares of Swifty's common stock, together with and Option Agreement (Option) to purchase from Swifty, Seventy Five Thousand (75,000) shares of Swifty's common stock at a price of fifty cents ($.50) per share. Consultant acknowledges that such shares have not been registered and are restricted from any transfer by Consultant except pursuant to an applicable exemption or effective registration statement. Swifty agrees that Consultant shall have "piggy back rights" allowing the aforesaid shares, or any part thereof as determined by Consultant to be included in any registration statement which Swifty files following the date of execution of this Agreement or which has not yet become effective as of the date of execution of this Agreement.

4. Consultant's Warranties: Consultant warrants that it has the right to enter into this Agreement and to perform its obligation hereunder.

5. Failure to Lawfully Issue Shares: In the event Swifty shall not be able to transfer the shares referred to in paragraph 3 to Consultant then this Agreement shall forthwith terminate and Consultant shall have no further

obligation to perform any services hereunder.

6. Swifty's Warranties: Swifty warrants that it is lawfully able to issue to Consultant the Option referred to in paragraph 3 hereof and that other than the lack of registration and subject to exercise and payment of the option price, there are and/or will be no liens, restrictions or limitations upon the issuance of said shares or the shares themselves.

7. Miscellaneous Provisions:

a. Enforceability: If any term or condition of this Agreement shall be found, by a court of competent jurisdiction, to be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement, and such term or condition except to the extent or in such application which is held to be invalid or unenforceable, shall not be affected thereby and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law. Notwithstanding the foregoing, in the event such term or condition held to be invalid or unenforceable shall render the purpose or intent of this Agreement to be materially impaired then this Agreement may be terminated by either party upon ten (10) days written notice to the other party.

b. Notice: All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be made by: (i) certified mail, return receipt requested, (ii) Federal Express, Express Mail, or similar overnight delivery or courier service, or (iii) delivery (in person or by facsimile or similar telecommunication transmission) to the party to whom it is to be given, to the address appearing elsewhere in this Agreement or to such other address as any party hereto may have designed notice forwarded to the other party in accordance with the provisions of this Section. Any notice or other communication given by certified mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof. Any notice given by other means permitted by this Section shall be deemed given at the time of receipt thereof.

c. Application of Florida Law: This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Florida. Venue shall be deemed located in Hillsborough, Florida.

d. Counterparts: This Agreement may be executed by any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. Binding Effect: Each of the provisions and agreements herein contained shall be binding upon and inure to the benefit of the personal representatives, devisees, heirs, successors, transferees and assigns of the respective parties hereto.

f. Jurisdiction: The parties agree that, irrespective of any wording that might be construed to be in conflict with this paragraph, this Agreement is one for performance in Florida, The parties to this Agreement agree that they waive any objection, constitutional, statutory otherwise to a Florida court's taking jurisdiction of any dispute between them. By entering into this Agreement, the parties, and each of them understand that they might be called upon to answer a claim asserted in a Florida court.

g. Waiver: No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

h. Entire Agreement: This Agreement constitutes the entire Agreement between the partie3s pertaining to its subject matter, and it supersedes all prior contemporaneous agreement. Agreement shall be binding unless executed in writing by all parties.

i. Authority and Binding Effect: Each of the undersigned do hereby warrant and represent that they have been duly authorized to enter to this Agreement on behalf of their respective companies.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the

date first stated above.

SwiftyNet.com, Inc.	*Consultant*
By: /s/Rachel Steele	*By: /s/Mark R. Dolan*
_____	_____
Rachel Steele, President	*Mark R. Dolan*

ASSIGNMENT OF CONTRACT

THIS AGREEMENT is made this _____ day of December, 2000, between NETELLIGENT CONSULTING, INC., a Florida corporation, hereinafter called "Assignor," and CANDIDHOSTING.COM, INC., a Florida Corporation, hereinafter called "Assignee."

RECITALS

WHEREAS, a Consultant Agreement was executed on October 11, 2000, between SwiftyNet.com, Inc., and Assignor for a term of one (1) year, commencing on October 11, 2000, which term may be extended as therein provided (the "Agreement"); and

WHEREAS, the Assignor now desires to assign the Agreement to the Assignee, and the Assignee desires to accept the assignment thereof:

ASSIGNMENT

NOW, THEREFORE, for and in consideration of the sum of $10.00 and other valuable consideration, receipt of which is hereby acknowledged, and the agreement of the Assignee, hereinafter set forth, the Assignor hereby assigns and transfers to the Assignee all of its right, title, and interest in and to the Agreement hereinbefore described, and a copy of which is attached hereto as Exhibit A, and the Assignee hereby agrees to and does accept the assignment, and in addition expressly assumes and agrees to keep, perform, and fulfill all the terms, covenants, conditions, and obligations required to be kept thereunder.

Executed the day and year first above written.

ASSIGNOR:

NETELLIGENT CONSULTING, INC.

By:_____

Title:_____

ASSIGNEE:

CANDIDHOSTING.COM, INC.

By:_____

Title:_____

CONSENT

SwiftyNet.com, Inc. hereby consents to the assignment by Assignor of the Agreement, provided that Assignor shall remain liable for all obligations under the Agreement.

SWIFTYNET.COM, INC.

By:_____

Title:_____

CONSULTING AGREEMENT

DATE: *January 3, 2000*

PARTIES: *Marlene Trupiano (the "Consultant")*

SwiftyNet.com, Inc.
a Florida corporation (the "Company")

AGREEMENTS:

SECTION 1. RETENTION OF CONSULTANT

1.1 Effective Date. Effective January 3, 2000 (the "Effective Date") the Company shall retain the Consultant as an independent contractor consultant, and the Consultant hereby accepts such consulting relationship, upon the terms and conditions set forth in this Agreement.

1.2 Services. The Consultant agrees to serve the Company as a consultant regarding the design and construction of its web sites. The Consultant shall perform and discharge well and faithfully for the Company such consulting services during the term of this Agreement as may be assigned to the Consultant from time to time by the President or Operations Manager of the Company. Design and construction shall be subject to the Company's reasonable approval.

SECTION 2. COMPENSATION

2.1 Consulting Fee and Expense Reimbursement. In full satisfaction for any and all consulting services rendered by the Consultant for the Company under this Agreement, the Company shall pay the Consultant a consulting fee of 60,000 restricted shares at the reduced current market price of $.75/share.

2.2 Other Compensation and Fringe Benefits. The Consultant shall not receive any other compensation from the Company or participate in or receive benefits under any of the Company's employee fringe benefit programs or receive any other fringe benefits from the Company on account of the consulting services to be provided to the Company under this Agreement, including without limitation health, disability, life insurance, retirement, pension, and profit sharing benefits.

2.3 Time Records and Reports. The Consultant shall prepare accurate and complete records of the Consultant's services for the Company under this Agreement and agrees to submit records on a monthly basis to the Company, along with such other documentation of the services performed under this Agreement as reasonably requested by the Company.

SECTION 3. NATURE OF RELATIONSHIP; EXPENSES

3.1 Independent Contractor. It is agreed that the Consultant shall be an independent contractor and shall not be the employee, servant, agent, partner, or joint venturer of the Company, or any of its officers, directors, or employees. The Consultant shall not have the right to or be entitled to any of the employee benefits of the Company or its subsidiaries. The Consultant has no authority to assume or create any obligation or liability, express or implied, on the Company's behalf or in its name or to bind the Company in any manner whatsoever.

3.2 Insurance and Taxes. The Consultant agrees to arrange for the Consultant's own liability, disability, health, and workers' compensation insurance, and that of the Consultant's employees, if any. The Consultant further agrees to be responsible for the Consultant's own tax obligations accruing as a result of payments for services rendered under this Agreement, as well as for the tax withholding obligations with respect to the Consultant's employees, if any. It is expressly understood and agreed by the Consultant that should the Company for any reason incur tax liability or charges whatsoever as a result of not making any withholdings from payments for services under this Agreement, the Consultant will reimburse and indemnify the Company for the same.

3.3 Equipment, Tools, Employees and Overhead. The Consultant shall provide, at the Consultant's expense, all equipment and tools needed to provide services under this Agreement, including the salaries of and benefits provided to any employees of the Consultant. Except as otherwise provided in this Agreement, the Consultant shall be responsible for all of the Consultant's overhead costs and expenses.

SECTION 4. TERM

4.1 Initial Term; Renewal. Unless otherwise terminated pursuant to the provisions of Section 4.2, the consulting relationship under this Agreement shall commence on the Effective Date and continue in effect until the web sites are completed to the Company's reasonable satisfaction (the "Initial Term").

4.2 Early Termination. The consulting relationship under this Agreement may be terminated prior to the end of the Initial Term or any renewal term by the death of the Consultant, the disability of the Consultant resulting in the inability of the Consultant to perform the consulting service, or by written notice from the Company that, in the Company's sole determination: (a) the Consultant has refused, failed, or is unable to render consulting services under this Agreement; (b) the Consultant has breached any of the Consultant's other obligations under this Agreement; or (c) the Consultant has engaged or is engaging in conduct that in the Company's sole determination is detrimental to the Company. If the consulting relationship is terminated for any of the reasons set forth in the preceding sentence, the right of the Consultant to the compensation set forth in Section 2 of this Agreement shall cease on the date of such termination, and the Company shall have no further obligation to the Consultant under any of the provisions of this Agreement.

4.3 Effect of Termination. Termination of the consulting relationship shall not affect the provisions of Sections 5, 6 and 7, which provisions shall survive any termination in accordance with their terms.

SECTION 5. DISCLOSURE OF INFORMATION

The Consultant acknowledges that the Company's trade secrets, private or secret processes as they exist from time to time, and information concerning products, developments, manufacturing techniques, new product plans, equipment, inventions, discoveries, patent applications, ideas, designs, engineering drawings, sketches, renderings, other drawings, manufacturing and test data, computer programs, progress reports, materials, costs, specifications, processes, methods, research, procurement and sales activities and procedures, promotion and pricing techniques, and credit and financial data concerning customers of the Company and its subsidiaries, as well as information relating to the management, operation, or planning of the Company and its subsidiaries (the "Proprietary Information") are valuable, special, and unique assets of the Company and its subsidiaries, access to and knowledge of which may be essential to the performance of the Consultant's duties under this Agreement. In light of the highly competitive nature of the industry in which the Company and its subsidiaries conduct their businesses, the Consultant agrees that all Proprietary Information obtained by the Consultant as a result of the Consultant's relationship with the Company and its subsidiaries shall be considered confidential. In recognition of this fact, the Consultant agrees that the Consultant will not, during and after the Consulting Period, disclose any of such Proprietary Information to any person or entity for any reason or purpose whatsoever, and the Consultant will not make use of any Proprietary Information for the Consultant's own purposes or for the benefit of any other person or entity (except the Company and its subsidiaries) under any circumstances.

SECTION 6. INTERPRETATION

It is expressly understood and agreed that although the Consultant and the Company consider the restrictions contained in Section 5 of this Agreement reasonable for the purpose of preserving the goodwill, proprietary rights, and going concern value of the Company and its subsidiaries, if a final judicial determination is made by a court having jurisdiction that the time or territory or any other restriction contained in Section 5 is an unenforceable restriction on the activities of the Consultant, the provisions of such restriction shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such other extent as such court may judicially determine or indicate to be reasonable. Alternatively, if the court referred to

above finds that any restriction contained in Section 5 or any remedy provided in Section 8 of this Agreement is unenforceable, and such restriction or remedy cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained in this Agreement or the availability of any other remedy. The provisions of Section 5 shall in no respect limit or otherwise affect the obligations of the Consultant under other agreements with the Company.

SECTION 7. DESIGNS, INVENTIONS, PATENTS AND COPYRIGHTS

7.1 Intellectual Property. The Consultant shall promptly disclose, grant, and assign to the Company for its sole use and benefit any and all designs, inventions, improvements, technical information, know-how and technology, and suggestions relating in any way to the products of the Company or its subsidiaries or capable of beneficial use by customers to whom products or services of the Company or its subsidiaries are sold or provided, that the Consultant may conceive, develop, or acquire during the Consultant's consulting relationship with the Company or its subsidiaries (whether or not during usual working hours), together with all copyrights, trademarks, design patents, patents, and applications for copyrights, trademarks, design patents, patents, divisions of pending patent applications, applications for reissue of patents and specific assignments of such applications that may at any time be granted for or upon any such designs, inventions, improvements, technical information, know-how, or technology (the "Intellectual Property").

7.2 Assignments and Assistance. In connection with the rights of the Company to the Intellectual Property, the Consultant shall promptly execute and deliver such applications, assignments, descriptions, and other instruments as may be necessary or proper in the opinion of the Company to vest in the Company title to the Intellectual Property and to enable the Company to obtain and maintain the entire right and title to the Intellectual Property throughout the world. The Consultant shall also render to the Company, at the Company's expense, such assistance as the Company may require in the prosecution of applications for said patents or reissues thereof, in the prosecution or defense of interferences which may be declared involving any of said applications or patents, and in any litigation in which the Company or its subsidiaries may be involved relating to the Intellectual Property.

7.3 Copyrights. The Consultant agrees to, and hereby grants to the Company, title to all copyrightable material first designed, produced, or composed in the course of or pursuant to the performance of work under this Agreement, which material shall be deemed "works made for hire" under Title 17, United States Code, Section 1.01 of the Copyright Act of 1976. The Consultant hereby grants to the Company a royalty-free, nonexclusive, and irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others so to do, any and all copyrighted or copyrightable material created by the Consultant as a result of work performed under this Agreement but not first produced or composed by the Consultant in the performance of this Agreement, provided that the license granted by this paragraph shall be only to the extent the Consultant now has, or prior to the completion of work under this Agreement or under any later agreements with the Company or its subsidiaries relating to similar work may acquire, the right to grant such licenses without the Company becoming liable to pay compensation to others solely because of such grant.

SECTION 8. REMEDIES

The Consultant acknowledges and agrees that the Company's remedy at law for a breach or threatened breach of any of the provisions of Sections 5, 6 and 7 of this Agreement would be inadequate and, in recognition of this fact, in the event of a breach or threatened breach by the Consultant of any of the provisions of Sections 5, 6 and 7, the Consultant agrees that, in addition to its remedy at law, at the Company's option, all rights of the Consultant under this Agreement may be terminated, and the Company shall be entitled without posting any bond to obtain, and the Consultant agrees not to oppose a request for, equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, or any other equitable remedy which may then be available. The Consultant acknowledges that the granting of a temporary injunction, temporary restraining order or permanent injunction merely prohibiting the use of Proprietary Information would not be an adequate remedy upon breach or threatened breach of Section 5, 6 and 7 and consequently agrees upon any such breach or threatened breach to the granting of injunctive relief

prohibiting the design, development, manufacture, marketing or sale of products and providing of services of the kind designed, developed, manufactured, marketed, sold or provided by the Company or its subsidiaries during the term of the Consultant's consulting relationship with the Company. Nothing contained in this Section 8 shall be construed as prohibiting the Company from pursuing, in addition, any other remedies available to it for such breach or threatened breach.

SECTION 9. MISCELLANEOUS PROVISIONS

9.1 Assignment. This Agreement shall not be assignable by either party, except by the Company to any subsidiary or affiliate of the Company or to any successor in interest to the Company's business.

9.2 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

9.3 Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses:

As to Consultant: *Marlene Trupiano*
_____
_____

As to Company: *SwiftyNet.com, Inc.*
17521 Crawley Rd.
Odessa, FL 33556

All notices and other communications shall be deemed to be given at the expiration of three (3) days after the date of mailing. The address of a party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party.

9.4 Litigation Expense. In the event of a default under this Agreement, the defaulting party shall reimburse the nondefaulting party for all costs and expenses reasonably incurred by the nondefaulting party in connection with the default, including without limitation attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation reasonable attorney's fees at the trial level and on appeal.

9.5 Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

9.6 Applicable Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the state of Florida. Exclusive venue for any action arising hereunder or in connection herewith shall lie in state court in Alachua County, Florida.

9.7 Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

Company: *Consultant:*

SWIFTYNET.COM, INC.

By:/s/Rachel Steele
_____ */s/Marlene Trupiano*
_____

Rachel Steele, President ***Marlene Trupiano***

CONSULTING AGREEMENT

DATE: *November 25, 2000*

PARTIES: *MARLENE TRUPIANO (the "Consultant")*

SWIFTYNET.COM, INC.
a Florida corporation (the "Company")

AGREEMENTS:

SECTION 1. RETENTION OF CONSULTANT

1.1 Effective Date. Effective _____, 2000 (the "Effective Date") the Company shall retain the Consultant as a consultant, and the Consultant hereby accepts such consulting relationship, upon the terms and conditions set forth in this Agreement.

1.2 Services. The Consultant agrees to serve the Company as a consultant concerning the Company's web site and design. The Consultant shall perform and discharge well and faithfully for the Company such consulting services during the term of this Agreement as may be assigned to the Consultant from time to time by the President or Vice President for Operations of the Company or of SwiftyNet.com, Inc.; provided, however, that no such services shall require the availability of the Consultant in excess of _____ hours per year.

SECTION 2. COMPENSATION

2.1 Consulting Fee and Expense Reimbursement. In full satisfaction for any and all consulting services rendered by the Consultant for the Company under this Agreement, the Company shall issue to the Consultant 250,000 restricted shares of the Company's common stock. In addition to such consulting fees, the Company agrees to reimburse the Consultant for the Consultant's travel and reasonable living expenses away from the location of the Consultant's principal office directly incurred by the Consultant at the Company's request in performing consulting services for the Company. Such travel and living expenses shall be reimbursed monthly, at the same time the consulting fees are paid, so long as the Consultant provides the Company with invoices for such expenses, and such supporting information or receipts as the Company reasonably requests, prior to the date of payment.

2.2 Additional Hours. The annual retainer payment for the Consultant's services is based on anticipated use of Consultant's time in the amount of _____ hours per year. Should the Company utilize Consultant's services in excess of _____ hours per year, Consultant shall be paid $_____ per hour for additional time spent.

2.3 Other Compensation and Fringe Benefits. The Consultant shall not receive any other compensation from the Company or participate in or receive benefits under any of the Company's employee fringe benefit programs or receive any other fringe benefits from the Company on account of the consulting services to be provided to the Company under this Agreement, including without limitation health, disability, life insurance, retirement, pension, and profit sharing benefits.

2.4 Time Records and Reports. The Consultant shall prepare accurate and complete records of the Consultant's services for the Company under this Agreement and agrees to submit records on a monthly basis to the Company, along with such other documentation of the services performed under this Agreement as reasonably requested by the Company.

SECTION 3. NATURE OF RELATIONSHIP; EXPENSES

3.1 Independent Contractor. It is agreed that the Consultant shall be an independent contractor and shall not be the employee, servant, agent, partner, or joint venturer of the Company, or any of its officers, directors, or employees. The Consultant shall not have the right to or be entitled to any of the employee benefits of the Company or its subsidiaries. The Consultant has no

authority to assume or create any obligation or liability, express or implied, on the Company's behalf or in its name or to bind the Company in any manner whatsoever.

3.2 Insurance and Taxes. The Consultant agrees to arrange for the Consultant's own liability, disability, health, and workers' compensation insurance, and that of the Consultant's employees, if any. The Consultant further agrees to be responsible for the Consultant's own tax obligations accruing as a result of payments for services rendered under this Agreement, as well as for the tax withholding obligations with respect to the Consultant's employees, if any. It is expressly understood and agreed by the Consultant that should the Company for any reason incur tax liability or charges whatsoever as a result of not making any withholdings from payments for services under this Agreement, the Consultant will reimburse and indemnify the Company for the same.

3.3 Equipment, Tools, Employees and Overhead. The Consultant shall provide, at the Consultant's expense, all equipment and tools needed to provide services under this Agreement, including the salaries of and benefits provided to any employees of the Consultant. Except as otherwise provided in this Agreement, the Consultant shall be responsible for all of the Consultant's overhead costs and expenses.

SECTION 4. TERM

4.1 Initial Term; Renewal. Unless otherwise terminated pursuant to the provisions of Section 4.2, the consulting relationship under this Agreement shall commence on the Effective Date and continue in effect until _____, 20___ (the "Initial Term"). Thereafter, the term of the consulting relationship under this Agreement shall be extended for successive one-year periods subject to either party's right to terminate the consulting relationship at the end of the Initial Term or on any subsequent anniversary thereof by giving the other party at least 10 days' written notice prior to the effective date of such termination.

4.2 Early Termination. The consulting relationship under this Agreement may be terminated prior to the end of the Initial Term or any renewal term by the death of the Consultant, the disability of the Consultant resulting in the inability of the Consultant to perform the consulting service, or by written notice from the Company that, in the Company's sole determination: (a) the Consultant has refused, failed, or is unable to render consulting services under this Agreement; (b) the Consultant has breached any of the Consultant's other obligations under this Agreement; or (c) the Consultant has engaged or is engaging in conduct that in the Company's sole determination is detrimental to the Company. If the consulting relationship is terminated for any of the reasons set forth in the preceding sentence, the right of the Consultant to the compensation set forth in Section 2 of this Agreement shall cease on the date of such termination, and the Company shall have no further obligation to the Consultant under any of the provisions of this Agreement.

4.3 Effect of Termination. Termination of the consulting relationship shall not affect the provisions of Sections 5, 6, 7, and 8, which provisions shall survive any termination in accordance with their terms.

SECTION 5. DISCLOSURE OF INFORMATION

The Consultant acknowledges that the Company's trade secrets, private or secret processes as they exist from time to time, and information concerning products, developments, manufacturing techniques, new product plans, equipment, inventions, discoveries, patent applications, ideas, designs, engineering drawings, sketches, renderings, other drawings, manufacturing and test data, computer programs, progress reports, materials, costs, specifications, processes, methods, research, procurement and sales activities and procedures, promotion and pricing techniques, and credit and financial data concerning customers of the Company and its subsidiaries, as well as information relating to the management, operation, or planning of the Company and its subsidiaries (the "Proprietary Information") are valuable, special, and unique assets of the Company and its subsidiaries, access to and knowledge of which may be essential to the performance of the Consultant's duties under this Agreement. In light of the highly competitive nature of the industry in which the Company and its subsidiaries conduct their businesses, the Consultant agrees that all Proprietary Information obtained by the Consultant as a result of the

Consultant's relationship with the Company and its subsidiaries shall be considered confidential. In recognition of this fact, the Consultant agrees that the Consultant will not, during and after the Consulting Period, disclose any of such Proprietary Information to any person or entity for any reason or purpose whatsoever, and the Consultant will not make use of any Proprietary Information for the Consultant's own purposes or for the benefit of any other person or entity (except the Company and its subsidiaries) under any circumstances.

SECTION 6. NONCOMPETITION AGREEMENT

In order to further protect the confidentiality of the Proprietary Information and in recognition of the highly competitive nature of the industries in which the Company and its subsidiaries conduct their businesses, and for the consideration set forth herein, the Consultant further agrees as follows:

6.1 Restriction on Competition. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly engage in any Business Activities (hereinafter defined), other than on behalf of the Company or its subsidiaries, whether such engagement is as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than 1% of the outstanding capital stock of a publicly-traded corporation), consultant, advisor, agent, or other participant, in any geographic area in which the products or services of the Company or its subsidiaries have been distributed or provided during the period of the Consultant's consulting relationship with the Company. For purposes of this Agreement, the term "Business Activities" shall mean any business in which the Company is actively engaged as of the termination of this Agreement together with all other activities engaged in by the Company or any of its subsidiaries at any time during the Consultant's consulting relationship with the Company, and activities in any way related to activities with respect to which the Consultant renders consulting services under this Agreement.

6.2 Dealings with Customers of the Company. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly engage in any of the Business Activities (other than on behalf of the Company or its subsidiaries) by supplying products or providing services to any customer with whom the Company or its subsidiaries have done any business during the consulting relationship with the Company, whether as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than one percent (1%) of the outstanding capital stock of a publicly traded corporation), consultant, advisor, agent, or other participant.

6.3 Assistance to Others. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly assist others in engaging in any of the Business Activities in any manner prohibited to the Consultant under this Agreement.

6.4 Company's Employees. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly induce employees of the Company or any of its subsidiaries or affiliates to engage in any activity hereby prohibited to the Consultant or to terminate their employment.

SECTION 7. INTERPRETATION

It is expressly understood and agreed that although the Consultant and the Company consider the restrictions contained in Sections 5 and 6 of this Agreement reasonable for the purpose of preserving the goodwill, proprietary rights, and going concern value of the Company and its subsidiaries, if a final judicial determination is made by a court having jurisdiction that the time or territory or any other restriction contained in Sections 5 and 6 is an unenforceable restriction on the activities of the Consultant, the provisions of such restriction shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such other extent as such court may judicially determine or indicate to be reasonable. Alternatively, if the court

referred to above finds that any restriction contained in Sections 5 and 6 or any remedy provided in Section 9 of this Agreement is unenforceable, and such restriction or remedy cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained in this Agreement or the availability of any other remedy. The provisions of Sections 5 and 6 shall in no respect limit or otherwise affect the obligations of the Consultant under other agreements with the Company.

SECTION 8. DESIGNS, INVENTIONS, PATENTS AND COPYRIGHTS

8.1 Intellectual Property. The Consultant shall promptly disclose, grant, and assign to the Company for its sole use and benefit any and all designs, inventions, improvements, technical information, know-how and technology, and suggestions relating in any way to the products of the Company or its subsidiaries or capable of beneficial use by customers to whom products or services of the Company or its subsidiaries are sold or provided, that the Consultant may conceive, develop, or acquire during the Consultant's consulting relationship with the Company or its subsidiaries (whether or not during usual working hours), together with all copyrights, trademarks, design patents, patents, and applications for copyrights, trademarks, design patents, patents, divisions of pending patent applications, applications for reissue of patents and specific assignments of such applications that may at any time be granted for or upon any such designs, inventions, improvements, technical information, know-how, or technology (the "Intellectual Property").

8.2 Assignments and Assistance. In connection with the rights of the Company to the Intellectual Property, the Consultant shall promptly execute and deliver such applications, assignments, descriptions, and other instruments as may be necessary or proper in the opinion of the Company to vest in the Company title to the Intellectual Property and to enable the Company to obtain and maintain the entire right and title to the Intellectual Property throughout the world. The Consultant shall also render to the Company, at the Company's expense, such assistance as the Company may require in the prosecution of applications for said patents or reissues thereof, in the prosecution or defense of interferences which may be declared involving any of said applications or patents, and in any litigation in which the Company or its subsidiaries may be involved relating to the Intellectual Property.

8.3 Copyrights. The Consultant agrees to, and hereby grants to the Company, title to all copyrightable material first designed, produced, or composed in the course of or pursuant to the performance of work under this Agreement, which material shall be deemed "works made for hire" under Title 17, United States Code, Section 1.01 of the Copyright Act of 1976. The Consultant hereby grants to the Company a royalty-free, nonexclusive, and irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others so to do, any and all copyrighted or copyrightable material created by the Consultant as a result of work performed under this Agreement but not first produced or composed by the Consultant in the performance of this Agreement, provided that the license granted by this paragraph shall be only to the extent the Consultant now has, or prior to the completion of work under this Agreement or under any later agreements with the Company or its subsidiaries relating to similar work may acquire, the right to grant such licenses without the Company becoming liable to pay compensation to others solely because of such grant.

8.4 Patent Compensation. In consideration for the prompt execution and delivery of applications, assignments, descriptions, or other instruments in connection with any patents or patent applications the Company agrees to pay to Consultant $1,000 for each United States patent issued in the name of Consultant during the Consulting Period or within two years after termination of the Consulting Period; provided that the design, invention, improvement, know-how or technology forming the basis of such issued United States patent was conceived and reduced to practice during the Consulting Period.

SECTION 9. REMEDIES

The Consultant acknowledges and agrees that the Company's remedy at law for a breach or threatened breach of any of the provisions of Sections 5, 6, and 8 of this Agreement would be inadequate and, in recognition of this fact, in the event of a breach or threatened breach by the Consultant of any of the provisions of Sections 5, 6, and 8, the Consultant agrees that, in addition to its remedy at law, at the Company's option, all rights of the Consultant under

this Agreement may be terminated, and the Company shall be entitled without posting any bond to obtain, and the Consultant agrees not to oppose a request for, equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, or any other equitable remedy which may then be available. The Consultant acknowledges that the granting of a temporary injunction, temporary restraining order or permanent injunction merely prohibiting the use of Proprietary Information would not be an adequate remedy upon breach or threatened breach of Sections 5 and 6, and consequently agrees upon any such breach or threatened breach to the granting of injunctive relief prohibiting the design, development, manufacture, marketing or sale of products and providing of services of the kind designed, developed, manufactured, marketed, sold or provided by the Company or its subsidiaries during the term of the Consultant's consulting relationship with the Company. Nothing contained in this Section 9 shall be construed as prohibiting the Company from pursuing, in addition, any other remedies available to it for such breach or threatened breach.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1 Assignment. This Agreement shall not be assignable by either party, except by the Company to any subsidiary or affiliate of the Company or to any successor in interest to the Company's business.

10.2 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

10.3 Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses:

As to Consultant: *Marlene Trupiano*
_____
_____

As to Company: *SwiftyNet.com, Inc.*
201 E Kennedy Blvd., Suite 520
Tampa, FL 33602

All notices and other communications shall be deemed to be given at the expiration of three (3) days after the date of mailing. The address of a party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party.

10.4 Litigation Expense. In the event of a default under this Agreement, the defaulting party shall reimburse the nondefaulting party for all costs and expenses reasonably incurred by the nondefaulting party in connection with the default, including without limitation attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation reasonable attorney's fees at the trial level and on appeal.

10.5 Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

10.6 Applicable Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the state of Florida. Exclusive venue for any action arising hereunder or in connection herewith shall lie in state court in Alachua County, Florida.

10.7 Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

Company:

SWIFTYNET.COM, INC.

By:/s/Rachel Steele

_____

Rachel Steele
Title: President

_____

Consultant:

/s/Marlene Trupiano

_____

MARLENE TRUPIANO