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

FORM 10-QSB

[X] QUARTERLY REPORT UNDER SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 1999

or

[ ] TRANSITION REPORT UNDER SECTION 13 OR 15 (d) OF THE EXCHANGE ACT OF 1934
For the transition period from to

Commission file number: 0-25097

SWIFTY CARWASH AND QUIK-LUBE, INC.
(Exact Name of Small Business Issuer in Its Charter)

Florida	65-078-3722
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

17521 Crawley Road, Odessa, Florida 33556
(Address of principal executive offices) (Zip Code)

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

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

The number of shares of the registrant's common stock, par value $.0001 per share, outstanding as of July 30, 1999 was 8,604,120.

Index to Form 10QSB

Part I. Financial Information

Item 1. Financial Statements

SWIFTY CARWASH & QUIKLUBE, INC.

BALANCE SHEET

(Unaudited)

ASSETS

	June 30, 1999
Current assets	
Cash and cash equivalents ....$	46,165
Inventory	5,613
Loans to stockholders	32,500
Deposit held by stockholder	210,000
Prepaid expenses	152,633
Total current assets	446,911
Property and equipment	
Land	312,500
Building	653,084
Equipment	351,173
	1,316,757
Less: Accumulated depreciation	(29,822)
Total property and equipment	1,286,935
Other assets	
Loans to stockholders	56,437
Deposits	32,600
Prepaid expenses, longterm portion	73,606
Other assets	14,194
Total other assets	176,837
	===========
Total Assets	$ 1,910,683

LIABILITIES AND STOCKHOLDERS' EQUITY

Current liabilities	
Accounts payable and accrued expenses	$ 75,599
Payable to stockholders	5,700
Current maturities of notes payable and longterm debt	74,500
Total current liabilities	155,799
Longterm liabilities	
Notes payable and longterm debt, less current maturities ...	699,070
Stockholders' equity	
Common stock; $.0001 par value; 50,000,000 shares authorized; 8,604,120 shares issued and outstanding	860
Paid in capital	1,671,701
Accumulated deficit	(616,747)
Total stockholders' equity	1,055,814

	===========
Total Liabilities and Stockholders' Equity	$ 1,910,683

See accompanying notes to financial statements.

SWIFTY CARWASH & QUIKLUBE, INC.

STATEMENTS OF OPERATIONS

(Unaudited)

<TABLE>
<CAPTION>

	Three Months Ended June 30,		Six Months Ended June 30,	
	1999	1998	1999	1998
Revenues				
<S>	<C>	<C>	<C>	<C>
Operating revenues ....$	47,069	$	$ 85,207	$
Interest income	1,371	2,304	3,594	6,011
Total revenues	48,440	2,304	88,801	6,011
Expenses				
Operational costs	80,333		125,848	
Depreciation and amortization	52,696		106,811	
Other general and administrative	49,581	80,198	88,426	126,132
Interest expense	19,201		33,408	
Total expenses	201,811	80,198	354,493	126,132
Net loss	$ (153,371)	$ (77,894)	$ (265,692)	$ (120,121
Net loss per common share	$ (.02)	$ (.01)	$ (.03)	$ (.01)
Weighted average common shares outstanding	8,604,120	8,278,254	8,504,120	8,259,293

</TABLE>

See accompanying notes to financial statements.

SWIFTY CARWASH & QUIKLUBE, INC.

STATEMENTS OF CASH FLOWS

Increase (Decrease) in Cash and Cash Equivalents

(Unaudited)

<TABLE>
<CAPTION>

	Six Months Ended June 30,	
	1999	1998
<S>	<C>	<C>
Cash flows from operating activities		
Net loss	$(265,692)	$(120,121)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	106,811	--
Stock issued for services	17,500	--
Increase in interest receivable on shareholder loans	(3,139)	--
Increase in inventory	(5,613)	--
Increase in accounts payable and accrued expenses ..	2,437	22,297
Total adjustments	100,496	39,797
Net cash used in operating activities	(165,196)	(80,324)
Cash flows from investing activities		
Acquisition of building and equipment	(10,545)	(393,691)
Decrease (increase) in deposits and other assets	550	(24,412)
Net cash used in investing activities	(9,995)	(418,103)
Cash flows from financing activities		
Payments on notes payable	(1,886)	
Net proceeds from issuance of stock	200,000	322,655
Net loans to a stockholder	(47,444)	(61,100)
Net cash provided by financing activities	150,670	261,555
Net decrease in cash and cash equivalents	(24,521)	(236,872)
Cash and cash equivalents, beginning of period	70,686	357,419
Cash and cash equivalents, end of period	$ 46,165	$ 120,547

</TABLE>

See accompanying notes to financial statements.

SWIFTY CARWASH & QUIKLUBE, INC.

STATEMENTS OF CASH FLOWS

Increase (Decrease) in Cash and Cash Equivalents

(Unaudited)

(Continued)

Supplemental disclosures of noncash investing and financing activities:

In March 1999, the Company issued 10,000 shares of common stock due under a consulting contract executed in 1998 valued at $62,500.

The Company had financed construction in progress with a mortgage payable of approximately $100,000 at June 30, 1998.

Supplemental disclosure of cash flow information:

The Company paid approximately $33,000 and $1,000 in interest for the six months ended June 30, 1999 and 1998, respectively.

See accompanying notes to financial statements.

SWIFTY CARWASH & QUIKLUBE, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 1999

(Unaudited)

The information presented herein as of June 30, 1999, and for the six and three months ended June 30, 1999 and 1998, is unaudited.

(1) Basis of Presentation:

The accompanying financial statements have been prepared in accordance with generally accepted accounting principles for interim financial information and with the instructions to Form 10QSB and Rule 1001 of Regulation SX. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation have been included.

Operating results for the six and three month periods ended June 30, 1999, are not necessarily indicative of the results that may be expected for the year ending December 31, 1999. For further information, refer to the financial statements and footnotes included in the Company's annual report of Form 10KSB for the year ended December 31, 1998.

() Development Stage Enterprise:

Prior to January 1, 1999, the Company was considered a development stage enterprise.

() Notes Payable:

The Company borrowed $41,000 from three shareholders during the six months ended June 30, 1999. These notes are payable in annual installments of $15,623, including interest at 7%, beginning June 1, 1999. The debt is convertible into shares of the Company's common stock at a price of $1.00 per share.

(4) Income Taxes:

The Company has provided a 100% valuation allowance for the income tax benefit resulting from the losses incurred since inception. Therefore, no income tax provision or benefit is provided in the accompanying statement of operations.

(5) Stock Offering:

The Company received $200,000 during 1999 from the sale of 200,000 shares of common stock in a private placement.

On February 18, 1998, the Company offered 160,000 shares of common stock and 320,000 common stock warrants through a private placement memorandum to raise $1.0 million. Each warrant entitles the holder to purchase one share of the Company's common stock at $7.25 per share at any time after 30 days from their *issue date through December 31, 2000. Prior to their expiration, each warrant may be redeemable by the Company at a price of $.01.*

As of December 31, 1998, 159,120 shares of stock and 318,240 common stock warrants have been issued under the above offering.

() Commitments and Related Party Transactions:

During the period ended December 31, 1998, subsequent to the Company's reorganization, the Company issued 2,235,000 shares of stock to directors and officers at $.01 per share.

During 1998, the Company advanced approximately $118,000 to the majority stockholder. Of this amount, $96,166 was formalized into an unsecured promissory note which bears interest at eight percent. The note is to be repaid to the Company in quarterly installments of principal and interest of $5,000 beginning on November 15, 1998 until the balance is repaid in full. The balance of this note at June 30, 1999, together with interest, amounted to approximately $64,000.

The Company loaned $25,000 to a stockholder under a note receivable. Quarterly payments of $6,250 plus interest at prime plus 1% are due quarterly beginning October 1, 1999 until paid in full.

During 1998, the president performed services for the Company at no cost. The Board of Directors valued these services at $35,000 for 1998 and recorded this amount as additional paidin capital. Other general and administrative expenses for the six months ended June 30, 1999, includes $17,500 in expense for these services.

On August 8, 1998, the Company entered into a consulting and contracting agreement with a stockholder whereby the stockholder will explore, investigate, and locate appropriate parcels of land and supplies of equipment on behalf of the Company. In addition, the stockholder will provide certain construction services to the Company. In exchange for these services, the Company will pay the stockholder between three and five percent of the total costs of projects which have been negotiated or performed by the stockholder. No services were earned under this agreement for the six months ended June 30, 1999. Included in deposits at June 30, 1999 is $210,000 paid to the stockholder to be used on behalf of the Company in connection with this agreement.

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

During the year ended December 31, 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 June 30, 1999 is a $30,000 deposit in accordance with the terms of this agreement. The Company is committed under this agreement for an annual fee of $30,000 through 2003. The Company expensed $15,000 and $12,000 for the six months ended June 30, 1999 and 1998, respectively, under this agreement.

The Company entered into a three year advertising promotion and publicity agreement for $270,400. This amount has been capitalized and is being amortized over the threeyear term. The Company expensed $45,000 for the six months ended June 30, 1999, under this agreement.

(7) Warrants:

At June 30, 1999, the Company had outstanding exercisable warrants to purchase 318,240 shares of the Company's common stock of $7.25 per share. The warrants expire on December 31, 2000. At June 30, 1999, 318,240 shares of common stock were reserved for that purpose.

Prior to expiration, the warrants may be redeemed by the Company at a price of $.01.

(8) Net Loss Per Common Share:

Net loss per common share is computed in accordance with the requirements of Statement of Financial Accounting Standards No. 128 (SFAS 128). SFAS 128 requires net loss per share information to be computed using a simple weighted average of common shares outstanding during the periods presented. In computing diluted loss per share, warrants exercisable into 318,240 common shares were excluded because the effect is antidilutive.

Item 2. Management's Discussion and Analysis or Plan of Operations.

The following discussion and analysis should be read in conjunction with the Condensed 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. These and additional risk factors are identified in our annual report to the

Securities and Exchange Commission filed on forms 10-KSB and in other SEC filings.

Liquidity

The Company's working capital was approximately $50,000 as of June 30, 1999. This decrease of $45,000 from December 31, 1998, is due to additional expenses incurred for the opening the initial Prototype Center in January 1999, and a loss from operations to date. The Company incurred a net loss of $265,692 for the six months ended June 30, 1999, on revenues from operations of $85,207 compared to a loss of $121,173 for the six months ended June 30, 1998, when the Company was in the development stage.

As of June 30, 1999, the Company has approximately $774,000 in long-term debt, including an additional $41,000 from three shareholders incurred in 1999. The majority of this debt was used to finance the construction of the building and purchase of equipment for the Prototype Center. The Company anticipates that it will continue to expend resources for land, construction of facilities and equipment for additional Centers. Its business plan calls for the development of approximately two sites in the coming year. The cost of the land will depend upon its location. Equipment and construction costs are anticipated to be $900,000 per Center.

From its inception through December 31, 1998, the Company sold 198.9 Units comprised of common stock and warrants, raising $994,500 in the Company's private offering pursuant to Regulation D. The Company registered its common shares under the Securities and Exchange Act. The registration became effective on January 27, 1999. On March 11, 1999, the Company was approved for trading on the OTC Bulletin Board. In April 1999, the Company sold 200,000 shares of stock for $200,000. Over the long-term the Company will depend on revenue from operations. Profit from operations is anticipated to be sufficient to pay the costs of operating the Prototype Center but is not anticipated to be sufficient to fund the purchase and construction of additional Centers. The Company plans to obtain additional funding from commercial lenders to finance new Centers and may raise additional capital to finance the Company's growth.

Capital Resources

The Prototype Center was constructed and equipped at a cost of approximately $1,300,000, approximately $747,000 of which was financed with long term debt. The annual principal payments on long term debt in 1999 are $79,500. As of June 30, 1999, substantially all of the Company's assets are leveraged against the loans for the construction of its Prototype Center.

The Company plans to increase its size and incur additional expenditures in the coming year by constructing new Centers. Additional sites, when committed, will require additional capital for acquisition of land, building, equipment and initial opening expenses. In anticipation of these future activities, the Company has deposited $210,000 for use by Don Hughes General Contractor, Inc. in the construction of the next Center or capital improvements on the Prototype Center. To date, no new Center sites have been committed.

Future resources of the Company have been committed to a six year license agreement with the Tampa Bay Buccaneers for a Luxury Suite beginning in 1998. The agreement required an initial deposit of $30,000 with annual payments due of $30,000, due in equal installments of $15,000 on September 1, and December 1 each year.

Results of Operations

Prior to January 1, 1999, the Company was considered in the development stage. The Company opened its Prototype Center in January, 1999. For the six months ended June 30, 1999, the Company incurred a net loss of $265,692 on revenues from operations of $85,207 compared to a loss of $121,173 for the six months ended June 30, 1998, when the Company was in the development stage.

The Company's sales increased 23% for the three months ended June 30, 1999 to $47,069 from $38,138 for the previous quarter. However, the Company's $153,371 loss for the three months ended June 30, increased 36% over the previous quarter's loss of $112,321 due to increased operating expenses due primarily to opening and promoting the Prototype Center.

Although it is too soon to determine the profitability of the Company, the Company's revenues from operations have increased each month in the first quarter of 1999 as follows: January $692, February $16,429, and March $21,018. In addition, during the first quarter of operations, the Company has tracked customers and has found a trend of repeat customers.

Administrative and start-up expenses of $126,132 during the six months ended June 30, 1998 were due substantially to the Company's retaining consultants, legal and accounting assistance and personnel costs during the early stages of the Company's formation and the design and construction of the Prototype Center. The Company expects its personnel, depreciation and amortization, interest, advertising and other operating expenses to increase in 1999 due to the opening of the Prototype Center in January 1999. The Company also expects to incur additional legal and accounting expenses as a result becoming a reporting

Company and additional consulting expenses as a result of the Company's expansion plans. When the Company develops additional Centers, additional opening, operating and promotional costs will be incurred.

The Company has begun cooperative marketing in conjunction with the Palm Harbor Gold's Gym and Domino's Pizza in order to increase consumer awareness and attract new customers. The cost of this marketing, which is anticipated to be $3,900, will be allocated between the Company, Domino's Pizza and Gold's Gym. In addition, through its advertising consultant, David Gindley, the Company has begun direct mail marketing to area consumers. Both advertising methods are anticipated to generate more revenue for the Company.

Year 2000

The Company substantially relies on the PDQ Open Line Tunnel with Modifications in it carwash system. Defective date programming in information technology, and computer hardware and software might cause problems in the year 2000. Date errors may impact computer applications and also production resources, and the procedures of outside suppliers and independent contractors. Importantly, it is not always known where such date information is used. The Company has received written assurances that its software is year 2000 compliant. Not only will the Company continue to request written guarantees of year 2000 compliance with all software, hardware and information technology systems it purchases, but also, the Company plans to conduct regular back-ups of any accounting or inventory data throughout the year and immediately prior to the year change to preserve all information contained on its computer systems. Additionally, the carwash system used by the Company may be manually overridden so that it can be operated by hand in the event that its hardware or software is effected by the year 2000.

Part II - Other Information

Item 1. Legal Proceedings.

None.

Item 2. Changes in Securities and Use of Proceeds

The Company issued a total of 200,000 restricted common shares (100,000 on April 19, 1999 and 100,000 shares on April 29, 1999) in a private sale at a price of $1.00 per share. The proceeds of the sales were used to finance operations.

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

None.

Item 6. Exhibits and Reports on Form 8-K.

(a) Exhibits.

Exhibit	Description	Page
(2)	Plan of Acquisition, Reorganization, Arrangement, Liquidation or Succession	None
(4)	Instruments Defining the Rights of Security Holders	None
(10)	Material Contracts	
(10.1)	Employment Agreement of David Weintraub	
(11)	Statement re: Computation of Per Share Earnings ...	Note 8 to Financial Statements
(15)	Letter re: Unaudited Interim Financial Information	None
(18)	Letter re: Change in Accounting Principles	None
(19)	Report Furnished to Security Holders	None
(22)	Published Report re: Matters Submitted to Vote of Security Holders	None
(23)	Consents of Experts and Counsel	None
(24)	Power of Attorney	None
(27)	Financial Data Schedule	
(99)	Additional Exhibits	None
(b)	Reports on Form 8-K	None

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

(Registrant) SWIFTY CARWASH & QUIK-LUBE, INC.

/s/ Rachel Steele
By:(Signature and Title)____
RACHEL STEELE, President, Secretary

7/30/99
Date: __________________________________

/s/ R. Lipsch
By:(Signature and Title)____
RAYMOND LIPSCH, Treasurer
Chief Financial Officer

7/30/99
Date: __________________________________

EMPLOYMENT AGREEMENT

AGREEMENT dated as of April 1, 1999, between Swifty Carwash & Quik-Lube, Inc. (the "Company"), a Corporation having its principal place of business located at 17521 Crawley Rd., Odessa FL 33556, and David Weintraub (the "Employee").

W I T N E S S E T H:

WHEREAS, the Company desires to employ the Employee, and the Employee desires to accept such employment.

NOW, THEREFORE, the parties hereto agree as follows:

1. EMPLOYMENT. The Company hereby employs the Employee and the Employee hereby accepts employment upon the terms and conditions hereinafter set forth.

2. TERM. This Agreement shall be commence on April 1, 1999 (the "effective date"), and shall terminate as of April 1, 2001 unless extended in writing by both parties.

3. COMPENSATION. For all services rendered under this Agreement:

> *The Company shall pay the Employee a salary of $25,000 per year in accordance with the standard bookkeeping policies of the Company.*

5. DUTIES. So long as the Company has not notified the Employee of his disability pursuant to Section 3(a)(ii) and this Agreement has not been terminated, the Employee shall be engaged by the Company as Operations Manager and shall perform and discharge well and faithfully the duties which may be assigned to him from time to time by the Board of Directors in connection with the conduct of its business.

6. EXTENT OF SERVICES. So long as the Company has not notified the Employee of his disability pursuant to Section 8 hereof and this Agreement has not been terminated, the Employee shall devote such time as is necessary to discharge the duties of his office.

7. DISCLOSURE OF INFORMATION.

> *(a) The Employee hereby represents and warrants to the Company that Employee currently has no rights, or interests in any inventions, ideas, disclosures or improvements.*
>
> *(b) The Employee recognizes and acknowledges that the Company's trade secrets and proprietary information and processes, as they may exist from time to time, are valuable, special and unique assets of the Company's business, access to and knowledge of which are essential to the performance of the Employee's duties hereunder. The Employee will not, during or after the term of his employment by the Company, in whole of in part, disclose such secrets, information or processes to any person, firm, corporation, association or other entity for any reason or purpose whatsoever (except as may be required to perform Employee's duties hereunder) regardless of the confidentiality of such information, nor shall the Employee make use of any such property for his own purposes or for the benefit of any person, firm, corporation or other entity (except the Company) under any circumstances during or after the term of his employment, provided that after the term of his employment these restrictions shall not apply to such secrets, information and processes which are then in the public domain (provided that the Employee was not responsible, directly or indirectly, for such secrets, information or processes entering the public domain without the Company's consent.) The Employee agrees to hold as the Company's property, all memoranda, books, papers, letters, customer lists, formulas and other data, and all copies thereof and therefrom, in any way relating to the Company's business and affairs, whether made by him or otherwise coming into his possession, and on termination of his employment, or on demand of the Company, at any time, to deliver the same to the Company.*

8. DISABILITY AND DEATH.

(a) If the Employee shall be unable substantially to perform the duties required of him pursuant to his office and the provisions of this Employment Agreement due to any disability preventing him from performing such services for either a period of three (3) consecutive months or for any six (6) months in a one (1) year period, Employer shall have the right to terminate the Employee's employment hereunder on thirty (30) days' written notice. Notwithstanding any such termination, the Employee shall be entitled to receive any compensation accrued or accruable to the Employee at the time of such termination pursuant to the provisions of Article 2 hereof.

(b) The tern "disability" shall mean the complete inability of the Employee to perform his duties under this Employment Agreement due to injury, illness or disease as determined by an independent physician mutually acceptable to the Employer and the Employee.

(c) In the event of the Employee's death during the Employment Period, the Employee's legal representatives shall be entitled to receive his salary at the rate provided in Article 2 to the last day of the Employer's payroll accounting period in which he death shall occur.

9. COVENANT NOT TO COMPETE.

(a) During the term hereof and, unless this Agreement is terminated pursuant to Section 2(d) hereof, for a period of two (2) years thereafter, the Employee shall not compete, directly or indirectly, with the Company, interfere with, disrupt or attempt to disrupt the relationship, contractual or otherwise, between the Company and any customer, client, supplier, consultant or employee of the Company, including, without limitation, employing or being an investor (representing more than a 5% equity interest) in, or officer, director or consultant to, any person or entity which employs any former key or technical employee whose employment with the Company was terminated after the date which is one (1) year prior to the date of termination of the Employee's employment therewith. An activity competitive with an activity engaged in by the Company shall mean performing services (whether as an employee, officer, consultant, director, partner or sole proprietor) for any person or entity engaged in the business then engaged in by the Company.

(b) It is the desire and intent of the parties that the provisions of this section shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular portion of this section shall be adjudicated to be invalid or unenforceable, this section shall be deemed amended to delete therefrom the portion thus adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of these Section in the particular jurisdiction in which such adjudication is made.

10. REMEDIES. If there is a breach of the provisions of Section 7 of this Agreement, the Company shall be entitled to an injunction restraining the Employee from such breach. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies for such breach or threatened breach. In the event of litigation arising in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees.

11. TERMINATION.

(a) Employer shall have just legal cause to terminate the employment of the Employee under this Employment Agreement only upon a good faith determination of the Chief Employee under this Employment Agreement only upon a good faith determination of the Chief Executive Officer of the Company that the termination of such employment is necessary and in the best interests of the Employer by reason of:

i) the conviction of the Employee of a felony under state or federal law, or the equivalent under foreign law; unless in any such case the Employee performed such act in good faith and in a manner the Employee reasonably believed to be in or not opposed to Employer's best interests, or *ii) the material and continued breach by the Employee of his obligations under this Employment Agreement, after compliance with the provisions of Article 3. Notwithstanding the foregoing, no termination of the Employee's employment under this Employment Agreement shall diminish or affect in any way the Employee's rights to the payments provided for hereunder which have accrued or are accruable to and including the date of such termination; provided that in the event of termination for cause, Employee shall not be entitled to any compensation for periods following the date of termination.*

(b) Employer shall have the right to terminate the employment of the Employee under this Employment Agreement in its sole and absolute discretion and without cause upon its payment to the Employee of an amount equal to the sum of (I) one hundred percent (100%) of any compensation accrued or accruable to the Employee at the time of such termination pursuant to the provisions of Article 2 and (ii) one hundred percent (100%) of the base salary provided for in paragraph (a) (but not paragraphs (b) and (c)) of Article 2 for a period of two (2) years or for the remaining employment period, whichever is less. Such sums shall be due in equal quarterly installments over a period equal to four (4) years or two (2) times the terminated portion of the Employment Agreement, whichever is less.

12. INSURANCE. The Company may, at its election and for its benefit, insure the Employee against accidental loss or death and the Employee shall submit to such physical examination and supply such information as may be required in connection therewith.

13. ASSIGNMENT. This Agreement may not be assigned by any party hereto; provided that the Company may assign this Agreement: (a) to an affiliate so long as such affiliate assumes the Company's obligations hereunder; provided that no such assignment shall discharge the Company of its obligations herein, or (b) in connection with a merger or consolidation involving the Company or a sale of substantially all its assets to the surviving business or purchaser, as the case may be, so long as such assignee assumes the Company's obligations thereunder.

14. NOTICES. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered mail to the Employee at ______________________________, or the Company at its address set forth above, Attention: President.

15. WAIVER OF BREACH. A waiver by the Company or the Employee of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by the other party.

16. APPLICABLE LAW. This contract shall be governed by the laws of the State of Florida applied to contracts entered into within Florida by residents of the State of Florida without regard to choice of law provisions.

17. ENTIRE AGREEMENT. This instrument contains the entire agreement of the parties. It may be changed only by an agreement in writing signed by a party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

SWIFTY CARWASH & QUIK-LUBE, INC.	*EMPLOYEE*
By: /s/ Rachel Steele	*/s/ David Weintraub* *David Weintraub*
Title:President	

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This schedule contains summary financial information extracted from Financial Statements for the six (6) months ended June 30, 1999, and is qualified in its entirety by reference to such form 10-QSB for quarterly period ended June 30, 1999.
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