

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of  
The Securities Exchange Act of 1934

Date of Report: May 10, 1999

JNS MARKETING

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(Exact name of registrant as specified in its charter)

Colorado	0-13215	84-0940146
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(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

10200 W. 44th Ave., Suite 400, Wheat Ridge, CO 80033

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(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (303) 422-8127

c/o Schlueter & Associates, PC 1050 17th Street, Suite 1700

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(Former name or former address, if changed since last report.)

Item 1. Changes in Control of Registrant

On February 19, 1999, Walter Galdenzi entered into a Share Purchase Agreement with four principal shareholders of JNS Marketing, Inc. in which Mr. Galdenzi agreed to acquire 225,000 shares of common stock of registrant. Such shares being purchased represent 89.3% of the outstanding capital stock of the Company. Mr. Galdenzi contemplates listing the Company on the OTCBB and seeking a merger or acquisition for the Company.

Item 2. Acquisition or Disposition of Assets

None.

Item 3. Bankruptcy or Receivership

None.

Item 4. Changes in Accountants

None.

Item 5. Other Events

Walter Galdenzi was appointed President of the Company and Susan Galdenzi was appointed Secretary.

Mr. Galdenzi also entered into an agreement to issue 150,000 shares of common stock of registrant to be registered on Form S-8 (if applicable) upon completion of an acquisition and listing of the Company for trading on the OTC Bulletin Board.

Item 6. Resignation of Directors/Appointment of Directors

Walter Galdenzi has been appointed a Director of the Registrant After compliance with Section 14f of the Securities Exchange Act of 1934, Susan Galdenzi will be appointed to the Board of Directors, and David Gregarek and Frederick Huttner will resign. Henry F. Schlueter resigned as a Director effective May 7, 1999.

Item 7. Financial Statements Pro Forma Financial & Exhibits

Not Applicable.

Exhibits

7.1	Share Purchase Agreement
7.2	Stock Compensation Agreement
7.3	Fee Agreement

#### 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.

Date: May 18, 1999

KIMBELL deCAR CORPORATION

By: /s/ Walter Galdenzi

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Walter Galdenzi  
President

EXHIBIT 7.3

FEE AGREEMENT

FEE AGREEMENT

For and in consideration of mutual benefits, detriments, and promises, the adequacy of which is hereby acknowledged, the parties hereto, Walter Galdenzi ("WG"), Business Exchange Holding Corporation ("BEHC"), Hometown Investments, Inc. ("HI"), and Jarrold R. Bachman ("JB"), hereby covenant and agree as follows:

1. JB, HI, and BEHC have provided valuable services and assistance in negotiating the acquisition of the contract of JNS Marketing, Inc. and consulting in structuring and closing the transaction and arranging for listing for trading.

2. WG agrees that in consideration for the services rendered, WG shall pay JB, HIC, and BEHC the sum of \$50,000 as follows: \$50,000 upon approval for trading of JNS Marketing, Inc. by the NASD on the OTC Bulletin Board, through the filing of a 15c2-11 Disclosure Statement. Payment is due within 3 days after NASD approval.

3. HIC, BEHC, and JB agree to use best efforts to promptly file and pursue the approval of the 15c2-11 Disclosure Statement of JNS Marketing, Inc. for trading on the OTC Bulletin Board.

4. In the event it is necessary to commence legal action to enforce this Agreement, then the prevailing party shall be entitled to an award of legal fees and costs.

5. Venue and jurisdiction shall be in Denver County District Court, State of Colorado.

6. Any amendment to this Agreement must be in writing and signed by all parties to be effective.

Dated: \_\_\_\_\_

BUSINESS EXCHANGE HOLDING CORP.

By: \_\_\_\_\_

\_\_\_\_\_  
Walter Galdenzi

HOMETOWN INVESTMENTS, INC.

\_\_\_\_\_  
Jarrold R. Bachman

By: \_\_\_\_\_

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Walter Galdenzi

HOMETOWN INVESTMENTS, INC.

\_\_\_\_\_  
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