

1.

THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES

To simplify the language in this offering circular the words "1800FLY1800," "we," "our" and "us" refer to 1800FLY1800, INC., a California corporation, the franchisor. "You" and "your" means the person, persons, or corporation, partnership, limited liability company or other legal entity ("business entity") who is buying the franchise.

The Business

We offer franchises to drivers who will provide demand responsive and/or scheduled fixed-route luxury sedan or luxury sport utility vehicle transportation services to passengers within a specified metropolitan area, expressly excluding ordinary taxi services ("Transportation Services"). We do not offer franchises for limousine services. The market for your business is established and you will have to compete with other businesses offering the same or similar services on a local, regional and national basis. You will sign a Franchise Agreement (see Exhibit "B"), to operate a single luxury sedan or luxury sport utility vehicle ("Vehicle").

1800FLY1800, INC.

1800FLY1800, Inc., a California corporation was incorporated in the State of California on November 28, 2005. Its principal place of business is 636 South La Brea Avenue, Inglewood, California 90301. Prior to this Offering Circular, it has not offered franchises for businesses similar to the type offered in this offering circular, or for any other business. We do not ourselves conduct a business similar to the type to be operated by you, however, our affiliates, ACS, Sky, Citywide, Justice, People, Indigot, and Linqit, operate businesses similar to the type to be operated by you. Other than selling franchises, we do not conduct any other business.

Airline Coach Service (LAX), Inc., a Delaware corporation ("ACS"), was incorporated in the State of Delaware on February 16, 1996. Its principal place of business is 636 South La Brea Avenue, Inglewood, California 90301. It does business under the names "Airline Coach Service" and "ACS." It has not offered franchises for businesses similar to the type offered in this offering circular, or for any other businesses. It has conducted a business similar to the type you will operate since January 1, 1997.

ACS Transportation Services, LLC., dba Sky Limo, a Delaware limited liability company ("Sky"), was formed in the State of Delaware on January 14, 1998. Its principal place of business is 636 South La Brea Avenue, Inglewood, California 90301. It does business under the names "Sky Limo" and "Sky." It has not offered franchises for businesses similar to the type offered in this offering circular, or for any other businesses. It has conducted a business similar to the type you will operate since February 16, 2001.

Citywide Blackcar, LLC, a Delaware limited liability company ("Citywide"), was formed in the State of Delaware on November 26, 2002. Its principal place of business is 12812 Valley View Street #10, Garden Grove, California 92845. It does business under the names "Citywide Blackcar" and "Citywide" It has not offered franchises for businesses similar to the type offered in this offering circular, or for any other businesses. It has conducted a business similar to the type you will operate since February 22, 2005.

Justice Cars, LLC, a Delaware limited liability company ("Justice"), was formed in the State of Delaware on December 9, 2002. Its principal place of business is 636 South La Brea Avenue, Inglewood, California 90301. It does business under the name "Justice." It has not offered franchises for businesses similar to the type offered in this offering circular, or for any other businesses. It has conducted a business similar to the type you will operate since on or about July 1, 2003.

Indigot, Inc., a California corporation ("Indigot"), was incorporated in the State of California on December 8, 2005. Its principal place of business is 636 South La Brea Avenue, Inglewood, California 90301. It does business under the names "Indigot." It has not offered franchises for business similar to the type offered in this offering circular, or for any other businesses. It has conducted a business similar to the type you will operate since January 1, 2006.

Linqit, Inc., a California corporation ("Linqit"), was incorporated in the State of California on December 8, 2005. Its principal place of business is 636 South La Brea Avenue, Inglewood, California 90301. It does business under the names "Linqit." it has not offered franchises similar to the type offered in this offering circular, or for any other businesses. It has conducted a business similar to the type you will operate since January 1, 2006.

People Porter, LLC, a limited liability company ("People"), was formed in the State of Delaware on November 4, 2002. Its principal place of business is 636 South La Brea Avenue, Inglewood, California 90301. It does business under the name "People Porter". It has not offered franchises for businesses similar to the type offered in this offering circular, or for any other businesses. It has conducted a business similar to the type you will operate since on or about April 30, 2004.

Special Industry Regulation

A variety of federal, state, and local environmental laws, rules, and regulations ("laws") have been enacted that may impact the operation of your franchised business. Examples include city, county or state laws which require you to register your vehicle, and to maintain a state drivers license and documentation evidencing title to your vehicle. Governmental regulations may also control the fares that may be charged for Transportation Services, and require you and us to have certain business licenses, permits, registrations, or certificates under applicable law, for example, airport authority permits. In addition, the California Vehicle Code sets limits on the number of hours a person who provides compensated passenger transport may drive. You should research and investigate whether there are regulations and requirements that may apply in the geographic area in which you intend to conduct business and should consider both their effect and cost of compliance.

Agent for Service of Process

Unger Corporate Services, Inc. located at 1801 Century Park East, Suite 1250, Los Angeles, CA 90067 is our registered agent for service of process.

2.

BUSINESS EXPERIENCE

Paul Choo - Manager & President

Mr. Choo has been, and continues to be, the Manager and President of 1800FLY1800 since its organization in 2004. He has also been, and continues to be, the President of Citywide, Justice and People, each located in Los Angeles, California, since 2002. He has also been, and continues to be, the President of Indigot and Linqit, each located in Los Angeles, California since 2005.

**3.
LITIGATION**

No litigation is required to be disclosed in this Offering Circular.

**4.
BANKRUPTCY**

No person previously identified in Items 1 or 2 of this Offering Circular has been involved as a debtor in proceedings under the U.S. Bankruptcy Code required to be disclosed in this Item.

**5.
INITIAL FRANCHISE FEE**

Initial Franchise Fee. You must pay us an initial franchise fee equal to \$5,000.00 if the Vehicle is a sedan and \$7,500 if the Vehicle is a luxury sport utility vehicle, \$1,000.00 payable when you sign your Franchise Agreement, and the balance payable in 60 equal monthly installments. This fee is not refundable under any circumstances.

**6.
OTHER FEES**

| Name of Fee | Amount | Due Date | Remarks |
|--------------------------|---|---|---|
| Service Fee ¹ | \$100 per week if there is 1 designated driver; and \$125 per week if there are 2 designated drivers. | Payable Semi-Monthly on the 5 th and 20 th day of each month. | <p>We will deduct this Service Fee from the sums we collect on your behalf through our operations center or otherwise (e.g., credit card or debit card payments). You will receive a commission of 62% of your Net Fares on account of Transportation Services provided during Available Times⁶. We will pay you the amount by which your commission exceeds your Service Fee, Dispatch Fee, Vehicle Inspection Fees, Marketing Fees and any other sums owed to us, provided you have submitted all of your day sheets and other reports timely on or before your next weekly reporting date.</p> <p>¹“Net Fares” includes all revenue you or we collect from Transportation Services you perform, other than Special Fares.² “Net Fares” does not include tips, airport fees, parking charges, tolls and port fees, sales or service tax or similar tax receipts, or the Transaction Fee.</p> |

| Name of Fee | Amount | Due Date | Remarks |
|---------------------------------------|--|--|--|
| Transaction Fee ¹ | \$1 for each order confirmation number issued by the Operations Center for each Transportation Services transaction performed during Available Times ⁶ and \$5 for each other confirmation number issued by the operating center for each Transportation Services Transaction performed during Unavailable Times ⁶ . | Same as Service Fee | |
| Unavailable Times Royalty | 20% of Net Fares on account of Transportation Services provided during Unavailable Times ⁶ | Same as Service Fee | |
| Marketing Fee ¹ | Up to 3% of Net Fares currently 1% | Same as Service Fee | We may establishing a Marketing Fund on 30 days written notice to you. If and when we establish a Marketing Fund, you must contribute an amount not to exceed 3% of Net Fares. |
| Vehicle Inspection Fee ³ | Our standard fee then being charged uniformly to all franchisees. The fee is currently \$100.00 | Same as Service Fee | Payable only if your Vehicle fails the inspection. |
| Parking, Tolls, Airport and Port Fees | Actual fee charged by the relevant airport or port | Upon demand | Unless otherwise instructed, you must pay all parking, tolls, airport or port fees directly to the relevant authority. If applicable Governmental authorities prefer us to pay any fees on your behalf, you must reimburse us for these fees. |
| Interest ⁴ | 1.5% per month or the highest rate allowed by law, whichever is lower | Continues to accrue until paid | Payable only if any portion of any sums due to us are not paid when due |
| Initial Training ¹ | As established by us. Fees will be uniform for all franchisees. Currently \$500.00. | Upon demand | There is no charge for the initial training program for 1 or 2 designated drivers specified when you sign your Franchise Agreement. If we need to retrain a designated driver who fails to complete our initial program to our satisfaction, or if you desire to change your designated driver or add an additional designated driver, you must pay our then-current training fee. |
| Additional Training ¹ | Established by us. Fees will be uniform for all franchisees | On demand | There is no charge for mandatory additional training courses. You may be required to pay us a fee for optional training courses which we may periodically offer and for additional training which you request |
| Transfer ¹ | \$2,500.00 | Prior to transfer | Payable when you sell your franchise. |
| Renewal Fee ¹ | One-half of the then-current initial franchise fee, currently \$ 2,500.00. | Payable when your sign your renewal Franchise Agreement. | Payable only if you renew your franchise. |
| Insurance ⁵ | Amount of Unpaid Premiums | Upon demand | Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you |

Notes:

1. All fees are imposed by and are payable to us. All fees are non-refundable.
2. Special Fares are those fares for which we have established a flat or fixed rate, and are subject to change upon written notice to you. If you have submitted all of your Day Sheets and other reports timely, we will pay you on or before Friday of each week for Transportation Services transactions which you performed during the preceding Week for which we have established a Special Fare.
3. You must maintain your Vehicle in good condition and repair in accordance with our Operations Manuals. In order to insure that your Vehicle complies with applicable law and our standards and requirements, we will establish arrangements with one or more designated vehicle maintenance and repair facilities who will provide monthly scheduled inspections of your Vehicle. These facilities may also offer a vehicle maintenance program to provide periodic oil change, lubrication, tire rotation and other ordinary and route vehicle maintenance services ("Vehicle Maintenance Program"). You may use any repair facility which meets our specifications and which has been approved by us for routine vehicle maintenance services, however, we intend to require designated vehicle maintenance and repair facilities to waive the Vehicle Inspection Fee for franchisees who participate in the Vehicle Maintenance Program.
4. Interest begins from the date of the underpayment.
5. You must maintain insurance of the types and minimum amounts (including us as an additional insured) that we specify in your Franchise Agreement, the Operations Manual or in supplementary notices. Required coverage may include driver liability coverage, business interruption coverage, workers' compensation, medical/disability, employer's liability, vehicle liability, physical damage, and collision insurance. You may obtain additional insurance as you may desire. Insurance policies may not be subject to amendment or cancellation without at least 10 days' prior written notice to us. You must provide certificates of insurance evidencing coverage on an ongoing basis.
6. You must advise us periodically, at the times and in the manner prescribed by the Operations Manual, of the days and hours during which you desire to accept Transportation Services transactions. Those days and hours that you advise us that you desire to accept Transportation Services transactions are referred to as "Available Times," and all other times are "Unavailable Times."

**7.
INITIAL INVESTMENT**

| Name of Expenditures | Actual or Estimated Amounts | | Method of Payment | When Due | To Whom Payment Is To Be Made |
|---|-----------------------------|--------------------|----------------------|--|---|
| | Low | High | | | |
| Initial Franchise Fee | \$5,000 | \$7,500.00 | Cash | \$1000 upon execution of Franchise Agreement; balance in 60 equal monthly installments | 1800FLY1800 |
| Service Fee ¹ | \$1,200.00 | \$1,500.00 | Cash | Each Friday | 1800FLY1800 |
| Expenses While Training | \$0 | \$500.00 | As incurred | As arranged | Transportation Lines, Hotels, Restaurants |
| Vehicle, including cost to customize ² | \$2,500.00 | \$45,000.00 | As arranged | As arranged | Automobile Dealer; XPO; Outfitter |
| Insurance ³ | \$1,200.00 | \$12,000.00 | Monthly Installments | Monthly Installments | Insurance Company |
| Radio/Telephone System ⁵ | \$90.00 | \$500.00 | Cash | As arranged | |
| Additional Funds ⁶ (3 months) | \$100.00 | \$1,000.00 | As Incurred | As Incurred | Approved Suppliers, Employees |
| TOTAL | \$10,090.00 | \$68,000.00 | | | |

NOTES:

1. As described in Item 6, the Service Fee is \$100 per week for 1 Designated Driver and \$125 per week for 2 Designated Drivers. The low figure represents 1 Designated Driver for 3 months, and the high figure represents 2 Designated Drivers for 3 months.
2. The Vehicle may be purchased or leased. The low figure represents your lease or purchase payments for 3 months, plus the cost to customize your Vehicle. The high figure is the estimated total cost to purchase a used Vehicle.
3. The low figure represents insurance costs for 3 months. The high figure is the total payment for a full year if paid in one lump sum and represents our current estimate of the high-end cost of insurance under current market conditions.
4. The low figure represents 3 months rental charge. The high figure represents our estimate of the full-price if purchased.
5. The low figure represents telephone company service charge for basic service level for 3 months. The high figure represents our estimate of the charge for 3 months' of enhanced service levels.
6. The above amounts are the minimum recommended levels to cover operating expenses, including employee' salaries for 3 months. However, we cannot guarantee that these amounts will be sufficient. Additional working capital may be required depending on the number of hours you operate your Vehicle, and the need for Transportation Services in your Market Area. The disclosure laws require us to include this estimate of all costs and expenses to operate your franchise during the "initial phase" of your business, which is defined as a 3 months or longer period if "reasonable for the industry." We are not aware of any established longer "reasonable period" for a sedan or luxury sport utility vehicle transportation service, so our disclosure covers a 3 month period.

GENERAL

We have prepared these estimates based on our experience. Except as expressly indicated otherwise, these estimates cover your initial cash investment up to the time you begin operation of your Vehicle. They do not provide for your cash needs to cover any financing incurred by you or your other expenses. You should not plan to draw income from the operation during the start-up and development stage of your business, the actual duration of which will vary materially from business to business and cannot be predicted by us for your business (and which may extend for longer than the three month "initial phase" described in Note 4). You must have additional sums available, whether in cash or through a bank line of credit, or have other assets which you may liquidate or against which you may borrow, to cover other expenses and any operating losses you may sustain, whether during your start-up and development stage, or beyond. The amount of necessary reserves will vary greatly from franchisee to franchisee and will depend upon many factors, including the number of hours you operate your Vehicle, the demographics and economic conditions in the area in which your Vehicle is operated, public awareness of our business and Marks within the general vicinity of your Market Area, and competition. Because the exact amount of reserves will vary from operation to operation and cannot be meaningfully estimated by us, we urge you to retain the services of an experienced accountant or financial advisor to develop a business plan and financial projections for your particular operation.

8.

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Vehicle. We specify the make and model of the Vehicle that you must purchase or lease before starting business. The Vehicle must be equipped, detailed and otherwise customized in compliance with our standards and specifications set forth in our Operations Manual. You must at all times maintain the Vehicle in good condition and repair and must not place the vehicle into service if it is not clean and free of dents, scratches or other damage or mechanical problems which adversely affect its appearance or which render it unsafe, excessively noisy or uncomfortable for your passengers. Your Vehicle must be no older than 5 years old, must not have been driven more than 250,000 miles, and must be either the same body style of the same model vehicle currently being manufactured, or the immediately preceding body style. If at any

time during the term, your Vehicle does not meet these requirements, you must replace the Vehicle no later than 60 days after the Vehicle fails to meet the requirements, but not more than once every 5 years. You must acquire your Vehicle, through purchase or lease, within 1 month after you sign your Franchise Agreement, and must complete the customization within 2 months after you sign your Franchise Agreement.

If you are leasing your Vehicle, you must submit your proposed lease to us for approval before you sign it, and provide a fully signed copy promptly following signing. Your lease must provide that: (i) at our option, we or our designee will have the option, without cost or expense, to assume your lease upon termination or expiration of your Franchise Agreement for any reason; (ii) you may assign the lease to us or another 1800FLY1800 franchisee approved by us; (iii) the lessor shall give us notice and opportunity to cure any default by you; (iv) upon expiration or termination of the lease for any reason, you shall, upon our demand, remove all of our Trademarks and Dispatch Equipment from the Vehicle, and if you fails to do so, we will be given written notice and the right to access the Vehicle to make such alterations.

You must perform the periodic maintenance on the vehicle in accordance with the timetable in the Operations Manual. You must also comply with all governmental safety, maintenance and appearance regulations. All routine and periodic maintenance and repair work on your Vehicle must be performed at a facility which meets our specifications set forth in the Operations Manual and which has been approved by us.

Your vehicle must be inspected at a repair facility designated by us at least once each month to insure that your Vehicle complies with our standards and applicable law. The designated inspection facilities may also offer a vehicle maintenance program providing periodic oil change, lubrication, tire rotation and other ordinary and routine vehicle maintenance services ("Vehicle Maintenance Program"). We intend to require each designated inspection facility to waive their vehicle inspection fee if you participate in their Vehicle Maintenance Program.

Designated Drivers for the Vehicle.

Only the person(s) you identify as designated driver(s) ("Designated Driver") may operate your Vehicle. If you are a corporate, limited liability company or partnership franchisee, then an owner of at least 50% of the stock, membership interests, or partnership rights, must be a Designated Driver. Each additional Designated Driver must own at least 50% of your stock, membership interests or other equity of you if you are a legal entity.

Fares

We will use commercially reasonable efforts to refer Transportation Services to you during the time periods that you have advised us that you are willing to accept and perform Transportation Services. You are not obligated to accept any Transportation Services if the price we negotiated with the customer is unacceptable to you but once you accept you have to perform.

Computer or Other Electronic Communication Equipment At the present time you are required to have two-way paging, communication and dispatch equipment ("Dispatch Equipment"), which will permit two-way communication between your vehicle and the reservation and dispatching center which you must maintain in good condition. We may require you to upgrade or replace the two-way radio at your expense. In addition, on 60 days written

notice to you, you must purchase or lease a mobile data and communications terminal for your vehicle to transmit and receive dispatching and routing information.

Proprietary and Non-Proprietary Products. We may specify certain proprietary computer software and periodic updates and certain proprietary equipment manufactured in accordance with our proprietary specifications ("Proprietary Products") which you must purchase, use, offer and/or promote in connection with the operation of your Vehicle.

You must purchase Proprietary Products from us or our designees. We may also specify certain computer hardware, furnishings and accessories, equipment, uniforms or attire, supplies, forms and other products and equipment other than Proprietary Products ("Non-Proprietary Products") which you may or must use in connection with the operation of your Vehicle. You may use, offer or sell only those Non-Proprietary Products that we have expressly authorized or that were purchased for us or a supplier designated or approved by us.

Approval of Suppliers. We will provide you with our Operations Manuals and various supplemental bulletins and notices that will contain the specifications on your purchase of products and services. Suppliers will be approved or rejected in our discretion. We will use our best efforts to approve or reject proposed suppliers within 30 days after submission of all requested information and, if applicable, samples. You must operate your business in strict compliance with the standard procedures, policies, rules and regulations contained in the Operations Manuals.

Telephone Numbers and Directory Advertising. You must not subscribe for or maintain any telephone numbers in the white pages or yellow pages of any telephone directory in connection with your 1800FLY1800 Business without our written permission. You may only use the telephone number "1-800-FLY-1800", or another telephone number we authorize.

Vehicle Advertising. You must not, without our prior written consent, advertise any products or services or display or affix signs or decals on the exterior or interior of your Vehicle. We may, at our own expense as part of a marketing and promotional campaign, produce flyers, handouts, signage, etc., which you must display on the interior or exterior of your Vehicle as we specify.

Reservation System. All reservation calls are processed through our, or our designee's, central reservations and dispatch system ("Operations Center"). Reservations will be dispatched to you through your two-way radio or mobile data terminal.

No Marketing Sites. You may not operate any transportation referral site such as hotel reservation desks without our prior written consent.

No Diversion of Business. Except on an emergency basis (as determined by us), you may not refer or otherwise divert potential customers to any other transportation provider, including any other business which you operate. You must immediately report to us any referrals which you have made.

Insurance. You must maintain suitable insurance coverage and minimum amounts specified in the Operations Manual or by written notice (See Item 7). If you fail to obtain insurance, we may purchase it on your behalf at your expense. You are free to obtain additional insurance coverage as you feel necessary. You may purchase your insurance from any supplier.

Records. At our request, all of your bookkeeping and accounting records, financial statements, and all reports you submit to us must conform to the requirements described in the Operations Manual.

Payments from Franchisees for Goods and Services. We will not receive revenue from purchases of products and services by you.

We do not provide or withhold material benefits to you (such as renewal rights or the right to operate additional vehicles) based on whether or not you purchase through the sources we designate or approve. However, purchases of unapproved products or from unapproved vendors in violation of the Franchise Agreement will entitle us, among other things, to terminate your Franchise Agreement.

We estimate that substantially all of your expenditures for leases and purchases in establishing and operating your business will be for goods and services which are subject to sourcing restrictions (that is, for which suppliers must be approved by us, or which must meet our standards or specifications).

We do not derive revenue from suppliers for the purpose of allowing the supplier to serve as one of our approved suppliers.

We may negotiate volume purchase agreements with any vendors for Vehicles, gas, insurance, routine vehicle maintenance or repair, or other products or services to franchisees at discounted prices or other favorable terms. At this time no volume purchase agreements exist.

We intend to require each designated inspection facility to waive their vehicle inspection fee for franchisees who participate in the Vehicle Maintenance Program. Although we have not done so at this time, we may negotiate a favorable fee for the inspection facility's Vehicle Maintenance Program.

9.

FRANCHISEE'S OBLIGATIONS

THIS TABLE LISTS YOUR PRINCIPAL OBLIGATION UNDER THE FRANCHISE AND OTHER AGREEMENTS. IT WILL HELP YOU FIND MORE DETAILED INFORMATION ABOUT YOUR OBLIGATIONS IN THESE AGREEMENTS AND IN OTHER ITEMS OF THIS OFFERING CIRCULAR.

| Obligation | Section in Franchise Agreement | Item in Offering Circular |
|--|--------------------------------|---------------------------|
| a. Site selection and acquisition/lease | N/A | N/A |
| b. Pre-opening purchases/leases | Section III | Item 8 |
| c. Site development and other pre-opening requirements | N/A | N/A |
| d. Initial and ongoing training | Section 9.1 | Item 11 |

| Obligation | Section in Franchise Agreement | Item in Offering Circular |
|---|--------------------------------|---------------------------|
| e. Opening | Section 3.2.2 | Item 11 |
| f. Fees | Section 5.1 - 5.8 | Items 5 and 6 |
| g. Compliance with standards and policies/Operations Manual | Section VIII | Item 11 |
| h. Trademarks and proprietary information | Section VI | Items 13 and 14 |
| i. Restrictions on products/services offered | Sections 8.4 - 8.6 | Item 16 |
| j. Warranty and customer service requirements | Sections 8.1 | Item 11 |
| k. Territorial development and sales quotas | N/A | Item 12 |
| l. Ongoing product/service purchases | Section 3.5 | Item 8 |
| m. Maintenance, appearance and remodeling requirements | Sections 3.5 | Item 11 |
| n. Insurance | Section 8.9 | Items 6 and 8 |
| o. Advertising | Section VII | Items 6 and 11 |
| p. Indemnification | Section 14.2 | Item 6 |
| q. Owner's participation/ management/staffing | Section 8.2 | Items 11 and 15 |
| r. Records/reports | Sections 5.9 and 8.109 | Item 6 |
| s. Inspections/audits | Section 8.11 | Items 6 and 11 |
| t. Transfer | Section 10.2 | Item 17 |
| u. Renewal | Section 4.2 | Item 17 |
| v. Post-termination obligations | Section XII | Item 17 |
| w. Non-competition covenants | Section 3.63 | Item 16 |
| x. Dispute resolution | Section XIII | Item 17 |

**10.
FINANCING**

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

**11.
FRANCHISOR'S OBLIGATIONS**

Except as listed below, we need not provide any assistance to you (All references are to your Franchise Agreement (Exhibit "B")) unless otherwise noted:

PRE-OPENING OBLIGATIONS

We have the following obligations to you before you start your franchised business:

1. We will conduct an initial training program as described below. (Section 9.1.)
2. We will loan you one copy of our confidential Operations Manual to use during the term of the Franchise Agreement. The Operations Manual contains our standard operational procedures, policies, rules and regulations with which you must comply. (Section 8.4.) A copy of the table of contents of our Operations Manual which indicates the number of pages devoted to each subject and the total number of pages in the Operations Manual is attached as Exhibit "C".
3. We will provide you, at no additional charge, all Day Sheets and other reporting forms that you must use. (Section 9.2)

POST-OPENING OBLIGATIONS

We have the following obligations to you during the operation of your business:

1. Reservation System. We, or our designee, will operate a telephone reservation system, and will route and dispatch passengers to you and our other franchisees. (Section 8.5)
2. Billing and Payment. We will collect all credit card payments made by passengers using our Reservations System. If you have timely submitted all Day Sheets and other reports, we will pay you, on or before your next weekly reporting date, all amounts collected on your behalf after deducting all amounts due to us under your Franchise Agreement, Promissory Note, if any, and any other agreement between you and us. (Section 5.6)
3. Vehicle Inspections. We will establish arrangements with one or more designated vehicle maintenance and repair facilities who will provide monthly scheduled vehicle inspections of your Vehicle, at rates established by us. Inspection facilities may also offer Vehicle Maintenance Programs. We intend to require each designated inspection facility to waive their vehicle inspection fee for franchisees who participate in the Vehicle Maintenance Program.

Local Advertising

The format, content and media of all of your advertising must meet our specifications as set forth in our Manuals. You may not use any promotional materials and advertising until it has been submitted to and approved by us.

Marketing Fund.

As of the date of this Offering Circular, we have not established a Marketing Fund. When established, you must pay us a Marketing Fee equal to not more than 3% of your Net Fares. We will administer the Marketing Fund to promote and enhance the image, identify or patronage of 1800FLY1800 Transportation Services Businesses. The sums you and other franchisees pay to us as a Marketing Fee will be deposited in our general operating account, segregated administratively on our books, but commingled with our general operating revenues. When we establish a Marketing Fund, we will allocate for each Vehicle operated by us or any

affiliate the amount that would be required to be contributed to the Marketing Fund if it were a franchised Vehicle. If we spend less than the total of all contributions to the Marketing Fund during any fiscal year, we may accumulate those sums for use in later years. If we advance money to the Marketing Fund beyond what we contribute on account of our company or affiliate-owned Vehicles, we will be entitled to reimbursement.

At your request, we will furnish to you within 120 days after the end of each calendar year, an unaudited report certified as correct by an 1800FLY1800 showing the Marketing Fund balance at the beginning of the year, the total amount contributed by franchisees and allocated by us on behalf of our company or affiliate-owned Vehicles, and the amount actually expended for the year, and remaining balance or deficit in the Marketing Fund at the end of the fiscal year end.

We must spend Marketing Fund revenue for national, regional or local advertising, public relations and promotional campaigns, typically in media such as direct mail advertising, newspapers, magazines, radio, and cable and local television. This sum may also be spent for other items including conducting marketing studies; and the production and purchase of advertising art, commercials, musical jingles, print advertisements, point of sale materials, media advertising, outdoor advertising art, and direct mail pamphlets and literature, and may also be allocated to reimburse us or our affiliates for internal expenses of operating an advertising department and administration of our advertising program. We determine, in our discretion, exercised in good faith, all matters relating to advertising, public relations and promotional campaigns and we are not required to allocate or expend Marketing Fund contributions for the benefit of any particular franchisee or group of franchisees on a pro rata or proportional basis. (Section 7.2)

Test Marketing

We may, on occasion, require you to test market products and/or services in connection with the operation of your Vehicle. You must cooperate with us in conducting these test marketing programs and must comply with all rules and regulations established by us.

Promotional Campaigns

We may periodically conduct promotional campaigns on a national or regional basis to promote products or marketing themes. You must participate in all promotional campaigns which we may establish. Participation may require you to purchase advertising material, posters, flyers, displays and other promotional materials.

Training

We will train your Designated Driver(s) in the operation of a 1800FLY1800 business. (Section 9.1) We plan to hold training on an as-needed basis as we determine appropriate. The following table summarizes the subjects covered by the training programs and provides an estimate of the approximate time we expect to devote to each subject:

| Subject | Instructional Material | Hours of Classroom Training | Hours of On the Road Training |
|--------------------|------------------------|-----------------------------|-------------------------------|
| Reservation System | Operations Manual | 2 | 0 |

| Subject | Instructional Material | Hours of Classroom Training | Hours of On the Road Training |
|---|------------------------|-----------------------------|-------------------------------|
| 1800FLY1800 Policies and Procedures | Operations Manual | 1 | 0 |
| Vehicle Maintenance | Operations Manual | 1 | 0 |
| Accounting Reports and Procedures | Operations Manual | 2 | 2 |
| Defensive Driving & Driving Etiquette | Operations Manual | 2 | 2 |
| On the Road Training with an Experienced Driver | Operations Manual | 2 | 2 |
| Map Reading | Operations Manual | 2 | 2 |
| Radio Procedures | Operations Manual | 2 | 0 |
| Dispatch Communications | Operations Manual | 1 | 0 |
| Total | | 15 | 8 |

All training will take place our corporate offices, or at another place we designate, including on-the-road training before your Vehicle is first placed into operation. All training will be conducted by an employee with not less than 2 years experience in the livery industry.

We may periodically offer additional training programs to you covering such subjects as new procedures or programs. Attendance by you may be mandatory or optional, at our discretion. There is no charge for mandatory training courses, but we may charge for optional training courses. All of your expenses incurred while attending or obtaining all training will be borne entirely by you. (Section 9.1.4)

Time Before Starting Business

We estimate that the length of time between signing a Franchise Agreement and starting your business will be approximately one to three months. The factors that may affect this time period include the availability of our training program and the length of time it takes you to acquire and customize your Vehicle.

Communication System

You must purchase a Nextel radio / mobile telephone with two-way text messaging and internet capabilities (commonly referred to as "direct connect"). There is no limitation on the cost of a replacement or upgrade to the radio / mobile telephone system. You must also acquire a mobile data and communications terminal upon not less than 60 days notice. A mobile data communications terminal and/or telephone may continuously or periodically transmit the location and speed of the Vehicle and other information to us. There is no limitation on the cost of a replacement or upgrade to the radio / mobile telephone system.

12.
TERRITORY

You will have the right to operate within a specified geographic area, or as otherwise mutually agreed (the "Market Area"). However, you will not receive any exclusive rights to operate a 1800FLY1800 Vehicle within that Market Area. We may, in our sole discretion, operate or grant franchises to others to operate Vehicles, cars, vans, buses and other vehicles which may be directly or indirectly competitive with your Vehicle at or from any location, within or outside of your Market Area. Such Vehicles may operate under names that are the same as, similar to, or different than "1800FLY1800."

13.
TRADEMARKS

Pursuant to the Franchise Agreement, you are granted the right, license and privilege to use the mark "1800FLY1800" and associated logos, insignias, colors, trade dress, designs and other marks (the "Marks") of 1800FLY1800 in connection with your Business. Although we have not filed an application for registration of the Marks in the U.S. Patent and Trademark Office, it does claim common law rights to the Marks. By not having a Principal Register federal registration for the Marks, we do not have certain presumptive legal rights granted by the registration. There are presently no effective determinations of the United States Patent and Trademark Office or any trademark administrator of any state or any court proceedings which limit or restrict our right to use the above-described Mark which are relevant to your use of said trademarks for your business.

Trademark Protection

If you learn of any alleged infringement of the Trademarks or challenge to your use of the Trademarks under the terms of the Franchise Agreement, you must notify us immediately. While we are not required to defend you against a claim based on your use of the Trademarks, we will indemnify you against any loss, cost or expense you incur as a result of a claim challenging your right to use the Trademarks. You may not settle or compromise any Trademark claim without our prior written consent. We have the right to defend, compromise or settle these claims at our sole cost and expense, using attorneys of our own choosing and you must cooperate fully with us in the defense of this claim. You may participate at your own expense in defense or settlement, but our decisions about the matter will be final.

Both during the term of the Franchise Agreement and afterwards you must not directly or indirectly contest, derogate, disparage or impugn any of our Trademarks.

Modification

Periodically, in the Operations Manual or in directives or supplemental bulletins, we may add to, delete, or modify any or all of the Trademarks. You must modify or discontinue the use of a Trademark, at your expense, if we modify or discontinue it. You must adopt any new Trademark we adopt.

14.

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents or copyrights material to the franchise. However, you must operate your Vehicle in accordance with our standards, specifications, policies and procedures as set forth in the Operations Manual or otherwise communicated to you. You must treat the information contained in the Operations Manual and any other manuals or supplemental material supplied by us as confidential. The Operations Manual is our property and you may not duplicate, copy, disclose or disseminate the contents of the Operations Manual at any time, without our prior written consent. We have the right to modify or supplement the Operations Manual upon notice or delivery to you. You must keep the Operations Manual current at all times, and upon the termination or non-renewal of your franchise return the Operations Manual to us.

You may not communicate, divulge or use any confidential information concerning our methods, procedures or customer names or information, during or after the term of the Franchise Agreement. If you do so, it is a breach of your agreement with us, and may constitute grounds for termination. Information made available to you may not be divulged to any person other than your financial advisors who reasonably require access to such information for purposes of fulfilling their contractual responsibilities.

15.

**OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION
OF THE FRANCHISE BUSINESS**

You must be a Designated Driver for your 1800FLY1800 Vehicle. You may specify up to 2 Designated Drivers, however, each Designated Driver must at all times own and control at least 50% of all equity interest and voting power of the Franchisee.

16.

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Except in exceptional circumstances, with our prior written consent, your 1800FLY1800 Vehicle may be used only by Designated Drivers specified in the Franchise Agreement. Except as described below, you may use your Vehicle only to transport passengers referred to you by our Operations Center. During those periods which you advise us that you are not available for Transportation Services referred to you by the Operations Center, you may provide transportation services using your 1800FLY1800 Vehicle to a passenger located in your Market Area who does not have a reservation and who solicits your services.

If you desire to provide Transportation Services during Unavailable Times (see Item 6), you may not provide the services to any person or legal entity who has or has had an account or contract with us (or who has obtained Transportation Services under the account or contract of another person or legal entity), or who is affiliated with any a person or legal entity that has an account or contract with us. You may also not provide Transportation Services during Unavailable Times to any person who has arranged for Transportation Services through the Operations Center. However, you may provide Transportation Services during Unavailable Times to customers who you procured solely and exclusively through your own efforts during

Unavailable Times without the use of any of our trademarks, who persons who are not otherwise “Franchisor Customers.”

You must also arrange all reservations and appointments for Transportation Services during Unavailable Times through the Operations Center. You cannot accept or provide Transportation Services at any time unless the reservation or appointment for such Transportation Services is made or arranged by the Operations Center. Except as described above, and the other policies, terms and conditions as we may establish, you may provide Transportation Services to any person during Unavailable Times.

17.

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this offering circular.

| Provision | Section in Franchise Agreement | Summary |
|--|--------------------------------|---|
| a. Term of the franchise | Sections 4.1 | 5 years |
| b. Renewal or extension of the term | Section 4.2 | If you are in good standing, you can renew for an additional 5 years |
| c. Requirements for you to renew or extend | Section 4.3 | You must have complied with your obligations during the Term, sign a new Franchise Agreement, and pay a renewal fee. |
| d. Termination by you | None | |
| e. Termination by us without cause | None | |
| f. Termination by us with cause | Sections 11.1 and 11.3 | We can terminate only if you default under your Franchise Agreement, your Promissory Note for your initial franchise fee, if applicable, or any lease, sublease or other agreement between you and 1800FLY1800 or our affiliate. |
| g. “Cause” defined - defaults which can be cured | Sections 8.13 and 11.1 | <p>You have 5 days to cure non-payment of fees, 10 days to cure non-compliance with laws, and 15 days to cure defaults not listed in Section 11.2.</p> <p>We may establish emergency procedures under which you must remove your Vehicle from service and we may refuse to assign any customer to you for Transportation Services. We will not be liable to you for any losses incurred by you as a result of any emergency procedures.</p> |

| Provision | Section in Franchise Agreement | Summary |
|--|--------------------------------|---|
| h. "Cause" defined - defaults which cannot be cured | Section 112 | Non curable defaults: abandonment, bankruptcy, insolvency, unapproved transfers, knowingly understating your gross fares, repeated defaults, even if cured, misrepresentations in acquiring the franchise, use of a non-Designated Driver. |
| i. Your obligations on termination /nonrenewal | Section 12.1 | You must, among other things, cease use of our trademarks, de-identify, pay all amounts due to us, and return the Operations Manual. |
| j. Assignment of contract by us | Sections 10.1 | No restriction on right to transfer. |
| k. "Transfer" by you - definition | Section 10.2 | Includes transfer of the agreement, change in ownership of the entity with owns it, or the change or addition of a Designated Driver. |
| l. Our approval of transfer by franchisee | Section 10.2 | Transfers require our prior written consent, which will not be unreasonably withheld. |
| m. Conditions for our approval of transfer | Section 10.2 | New franchisee: qualifies, assumes your obligations under the Franchise Agreement, completes training, signs new Franchise Agreement, pays transfer fee. The term of the new Franchise Agreement will be the then remaining term of your agreement. |
| n. Our right of first refusal to acquire your business | Section 10.5 | We may match any offer for your business. We may substitute cash for non-cash consideration. |
| o. Our option to purchase your business | Section 12.3 | Upon expiration or termination of the Franchise Agreement, we can purchase your Vehicle and all or any portion of your assets and any other materials, equipment or supplies bearing our Trademarks. The purchase price for the Vehicle will be the lesser of depreciated book value or fair market wholesale value. If your Vehicle is leased, we may assume the lease without payment of any additional consideration to you. The purchase price for any materials or supplies which you purchased from us will be your cost. |
| p. Your death or disability | Sections 10.2.3 and 11.2.3 | Same requirements as for transfer in "m" above, except there is no transfer fee. If your interest is not transferred within 6 months following your death or legal incapacity, your franchise agreement will be automatically terminated. |

| Provision | Section in Franchise Agreement | Summary |
|---|---------------------------------|--|
| q. Non-competition covenants during the term of the franchise | Sections 3.6.4, 6.10.2, and 8.7 | You may not use our trade secrets in any business other than in connection with your Vehicle and Business. During Unavailable Times, you may not provide the services to any person or legal entity who has or has had an account or contract with us (or who has obtained Transportation Services under the account or contract of another person or legal entity), or who is affiliated with any a person or legal entity that has an account or contract with us. You may also not provide Transportation Services during Unavailable Times to any person who has arranged for Transportation Services through the Operations Center. Except on an emergency basis (as determined by us), you may not refer or otherwise divert potential customers to any other transportation provider, including any other business which you operate. |
| r. Non-competition covenants after the franchise is terminated or expires | Section 6.10.2 | |
| s. Modification of the agreement | Section 8.4.3 | The Operations Manual is subject to change. Modifications become effective upon delivery of written notice to you, unless the notice specifies a longer period. |
| t. Integration/merger clause | Section 14.9 | All agreements between the parties are in the Franchise Agreement and its exhibits |
| u. Dispute resolution by arbitration or mediation | Section XIII | Except for certain claims, all disputes must be arbitrated in Los Angeles, California or the nearest city with a AAA office. |
| v. Choice of forum | Section 14.8 | We and you waive the right to a jury trial with respect to any dispute under the Franchise Agreement not governed by the arbitration provisions in Section XIII. Except for certain claims, all disputes must be litigated or arbitrated in Los Angeles, California. |
| w. Choice of law | Section 14.8 | California law applies. |

The maximum amount that we will be liable to you for our default of the Franchise Agreement is the amount of the Initial Fee (to the extent actually paid by you).

The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The franchise agreement requires binding arbitration. The arbitration will occur at Los Angeles, California with the costs being borne equally by the parties. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure

Section 1281, and the Federal Arbitration Act) to any provision of a franchise agreement restricting venue to a forum outside the State of California.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

These States have statutes which may supersede the Franchise Agreement in your relationship with the franchisor, including the areas of termination and renewal of your franchise: ARKANSAS [Stat. §170-807], CALIFORNIA [Bus. & Prof. Code §§20000-20043], CONNECTICUT [Gen. Stat. §42-133e et seq.], DELAWARE [Code, tit.], HAWAII [Rev. Stat. §482E-1], ILLINOIS [815 ILCS 705/19 and 705/20], INDIANA [Stat. §23-2-2.7], IOWA [Code §§523H.1-523H.17], MICHIGAN [Stat. §19.854(27)], MINNESOTA (stat. §80C.14), MISSISSIPPI [Code §75-24-51], MISSOURI [Stat. §407.400], NEBRASKA [Rev. Stat. §87-401], NEW JERSEY [Stat. §56:10-1], SOUTH DAKOTA [Codified Laws §37-5a-51], VIRGINIA [Code 13.1-557-574-13.1-564], WASHINGTON [Code §19.100.180], WISCONSIN [Stat. §135.03]. We reserve the right to challenge these statutes. These and other States may have court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

**18.
PUBLIC FIGURES**

We do not use any public figure to promote our franchise.

**19.
EARNINGS CLAIMS**

We do not furnish or authorize our salespersons to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of a 1800FLY1800 Business. Actual results vary from Vehicle to Vehicle and we cannot estimate the results of any particular franchise.

**20.
LIST OF OUTLETS**

**CHART I
FRANCHISED VEHICLE STATUS SUMMARY
FOR FISCAL YEARS ENDING DECEMBER 31, 2003/2004/2005**

| State | Transfers | Canceled or Terminated | Not Renewed | Reacquired By Franchisor | Left the System - Other ² | Total from Left Columns ¹ | Franchises Operating At Year End | 2005 |
|--------------|-----------|------------------------|-------------|--------------------------|--------------------------------------|--------------------------------------|----------------------------------|-------|
| California | | | | | | | | |
| TOTAL | 0/0/0 | 0/0/0 | 0/0/0 | 0/0/0 | 0/0/0 | 0/0/0 | 0/0/0 | 0/0/0 |

CHART II
STATUS OF COMPANY-OWNED AND AFFILIATED-OWNED VEHICLES
FOR FISCAL YEARS ENDING DECEMBER 31, 2003/2004/2005

| State | Vehicles Sold or Transferred to a Franchisee During Year | Vehicles removed from Operation | Vehicles which Started Operating During Year | Total Vehicles Operating At Year End | 2005 |
|------------|--|---------------------------------|--|--------------------------------------|-------|
| California | 0/0/0 | 0/0/0 | 0/0/0 | 0/0/0 | 0/0/0 |
| TOTAL | 0/0/0 | 0/0/0 | 0/0/0 | 0/0/0 | 0/0/0 |

CHART III
PROJECTED FRANCHISED NEW VEHICLES
DURING FISCAL YEAR ENDING DECEMBER 31, 2006

| State | Franchise Agreements Signed But Vehicle Not Operational | Projected Franchised New Vehicles in the Next Fiscal Year | Projected Company or Affiliate-Owned Vehicles in Next Fiscal Year |
|------------|---|---|---|
| California | 0 | 20 | 20 |
| TOTAL | 0 | 20 | 20 |

There were no franchisees who had a franchise agreement terminated, canceled, not renewed, or which otherwise ceased doing business under the Franchise Agreement during the past year, or who has not communicated with 1800FLY1800 within 10 weeks of the date of this Offering Circular.

21.
FINANCIAL STATEMENTS

Attached as Exhibit "A" are the audited Financial Statements of 1800FLY1800 as of _____.

22.
CONTRACTS

Attached as Exhibit "B" is our current form of Franchise Agreement.

23.
RECEIPT

Two copies of an acknowledgment of your receipt of this offering circular appear as Exhibit "D". Please return one copy to us and retain the other for your records.