



**FRANCHISE OFFERING CIRCULAR
[CALIFORNIA]**

Wireless Accessories, LLC
3901 S.W. 47th Avenue, Suite 400
Davie, Florida 33314
888-809-4934

The franchise is a business selling wireless/cellular telephones, services and accessories and such other related products in accordance with the System and Marks. The business generally operates through carts or retail merchandise units in shopping malls. The Initial Franchise Fee is \$12,500.00 and the Opening Assistance Fee is \$2,500.00 for a total of \$15,000.00. The cost of initial inventory that you will purchase from us will range from \$8,000.00 to \$9,000.00. If you purchase the computer hardware and software from us, the cost is currently \$3,200.00. If you sublease the location from us or our affiliate, you may be required to pay us or our affiliate a security deposit of one month's rent and the first month's rent. In addition you may also be required to pay us or our affiliate for the cost of the buildout of the RMU which currently costs \$5,000. The estimated total initial investment required for a franchise is \$32,200.00 to \$50,950.00. **[See California State Law Addendum.]**

Risk Factors:

THE FRANCHISE AGREEMENT REQUIRES THAT CERTAIN DISAGREEMENTS BE SETTLED BY LITIGATION OR ARBITRATION IN FLORIDA. OUT OF STATE LITIGATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE OR ARBITRATE WITH US IN FLORIDA THAN IN YOUR HOME STATE.

THE FRANCHISE AGREEMENT STATES THAT FLORIDA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

[THE FORM OF THE LEASE AGREEMENT IS NOT INCLUDED IN THE UFOC, HOWEVER, ALL MATERIAL PROVISIONS REGARDING YOUR COSTS AND RIGHTS ARE INCLUDED IN THE SUBLEASE.]

GENERALLY, THE TERM OF THE SUBLICENSE AGREEMENT WILL BE THE SAME TERM AS THE LICENSE AGREEMENT INCLUDING OPTIONS TO EXTEND THE TERM, IF ANY. UNDER THE LICENSE AGREEMENT, ONE OF THE LANDLORDS, GENERAL GROWTH, HAS

THE RIGHT TO TERMINATE THE LICENSE AGREEMENT AT ANY TIME FOR ANY REASON. WE OR OUR AFFILIATES HAVE THAT SAME RIGHT IN THE SUBLICENSE AGREEMENT. YOU SHOULD REVIEW OR HAVE YOUR ADVISORS REVIEW SECTIONS 2, 4 AND 5 OF THE SUBLICENSE AGREEMENT VERY CAREFULLY AS THESE SECTIONS CONTAIN INFORMATION WHICH MAY BE VERY IMPORTANT TO YOUR BUSINESS.

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

[THIS REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE CALIFORNIA COMMISSIONER OF CORPORATIONS.]

Information about comparisons of franchisors is available. Call the state administrators listed in Exhibit D or your public library for sources of information.

Registration of this franchise with a state does not mean that the state recommends it or has verified the information in this offering circular. If you learn that anything in this offering circular is untrue, contact the Federal Trade Commission.

{Issuance Date: March 1, 2005

~~Some states require franchisors to make additional disclosures related to the information contained in this offering circular and the franchise agreement. If applicable, these additional disclosures and amendments will be contained in a state law addenda included in this offering circular and attached to the franchise agreement.}~~

[Effective Date is]

{356048.DOC;13} **[527862.DOC;4]**

WIRELESS ACCESSORIES, LLC

**INFORMATION FOR PROSPECTIVE
FRANCHISEES REQUIRED BY
FEDERAL TRADE COMMISSION**

*** * * * ***

Date of Issuance: March 1, 2005

TO PROTECT YOU, WE HAVE REQUIRED YOUR FRANCHISOR TO GIVE YOU THIS INFORMATION. WE HAVEN'T CHECKED IT, AND DON'T KNOW IF IT IS CORRECT. IT SHOULD HELP YOU MAKE UP YOUR MIND. STUDY IT CAREFULLY. WHILE IT INCLUDES SOME INFORMATION ABOUT YOUR CONTRACT, DO NOT RELY ON IT ALONE TO UNDERSTAND YOUR CONTRACT. READ ALL OF YOUR CONTRACT CAREFULLY, BUYING A FRANCHISE IS A COMPLICATED INVESTMENT. TAKE YOUR TIME TO DECIDE. IF POSSIBLE, SHOW YOUR CONTRACT AND THIS INFORMATION TO AN ADVISOR, LIKE A LAWYER OR AN ACCOUNTANT.

IF YOU FIND ANYTHING YOU THINK MAY BE WRONG OR ANYTHING IMPORTANT THAT'S BEEN LEFT OUT, YOU SHOULD LET US KNOW ABOUT IT. IT MAY BE AGAINST THE LAW.

THERE MAY ALSO BE LAWS ON FRANCHISING IN YOUR STATE. ASK YOUR STATE AGENCIES ABOUT THEM.

Federal Trade Commission
Washington, D.C.

**WIRELESS ACCESSORIES, LLC
UNIFORM FRANCHISE OFFERING CIRCULAR**

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WIRELESS ACCESSORIES, LLC UNIFORM FRANCHISE OFFERING CIRCULAR

ITEM 1 THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES

To simplify the language in this offering circular "WIRELESS," "we" "us" or "our" means Wireless Accessories, LLC, the franchisor. "You" means the person who buys a franchise from us. If the franchise will be owned by a corporation, partnership, limited liability company, or other entity, certain provisions of the Franchise Agreement will also apply to your owners, and in those cases, "you" will also mean the owners of the corporation or partners of the partnership or members or managers of the limited liability company.

Wireless Accessories, LLC is a Nevada limited liability company which was formed on March 6, 2002. Our principal place of business is at 3901 S. W. 47th Avenue, Suite 400, Davie, FL 33314. In addition to operating our Wireless Dimensions franchise system, we have two separate divisions that distribute wireless accessories to big box retailers and cellular telephone providers under the tradenames "Wireless Generations" and "World Wide Accessories" respectively. You will do business under the fictitious or assumed name "Wireless Dimensions™".

Our Predecessors and Affiliates

Our affiliate, WD Licensing, LLC (referred to as "WD") was organized in Nevada on March 6, 2002, under the name of Wireless Dimensions, LLC. In May 2002, WD changed its name to WD Licensing, LLC. On or about March 28, 2002, WD purchased certain assets, such as inventory, tradenames, marketing materials, customer lists, accounts receivables, and goodwill from Wireless Dimensions, Inc. under the terms of an Asset Purchase Agreement. Included in the purchase were license agreements between Wireless Dimensions, Inc. and its licensees. These license agreements granted licensees the right to operate a business similar to the business you will be operating under the Franchise Agreement under the name of "Wireless Dimensions™". However, these license agreements differ in various respects from the terms and conditions of your Franchise Agreement. These licenses contained terms of 4 or 5 years with rights of renewal for additional 2 year terms. We offered the former licensees of Wireless Dimensions, Inc. an opportunity to convert their license agreements to a Franchise Agreement with certain modifications and most of these licensees have converted or closed. WD assigned its common law rights to use the Marks to us and we filed the application to register the Marks with the United States Patent and Trademark Office. WD also acquired certain assets of Wireless Electronics, Inc. and Faceplates.CC, Inc., both affiliates of Wireless Dimensions, Inc. Wireless Dimensions, Inc.'s principal place of business was 2994 W. New Haven Ave. Melbourne, Florida 32904. On March 1, 2004, WD Licensing, LLC merged into WIRELESS.

Our affiliate, Wireless Accessories Real Estate, L.L.C. ("WARE") was organized under the laws of the State of Nevada on December 17, 2004. WARE has or plans to enter into various license agreement with General Growth Properties or an entity affiliated with or related to it ("General Growth Properties"), the owner or manager of these properties for the right to lease space. WARE may sublease these locations to you or other WIRELESS franchisees. WARE's principal place of business is 3901 S. W. 47th Avenue, Suite 400, Davie, FL 33314.

Our agents for service of process in various states are disclosed in Exhibit E.

The Franchise Business

We grant franchises for the operation of businesses selling wireless/cellular telephone, services and wireless accessories and such other products that we may offer. The businesses generally operate

through carts or retail merchandise units (which we refer to as "RMU") or kiosks in shopping malls and sell products for resale and provide services related to such products. You will purchase most of your inventory directly from us or from our approved suppliers. You will package most of your products in blister packs with inserts containing the name "Wireless Dimensions™". In this Circular, we sometimes refer to the business you will be operating as the "Business." "Wireless Dimensions Stores" refers to any store operating under the Wireless Dimensions mark, including those which are owned by us or our affiliates and those which are licensed or franchised by us or our affiliates. The place you will operate your Business is referred to as the "Location." In order to purchase a franchise, you will be required to sign a Franchisee Agreement (Exhibit A).

Market For Franchise Services

You will target customers of all ages who have a need for wireless/cellular telephones, services and accessories, including wireless accessories and such other products that we may authorize.

You will be competing with other businesses and competitive distributors, dealers, licensees, and franchises which offer similar products. Competitors include other carts, kiosks, cellular or wireless telephone stores, internet sites, catalogues, department stores, electronic superstores, and any other stores or outlets that sell similar products and services.

Industry Specific Regulations

Except as described in this paragraph, there are no regulations specific to the industry in which the Business will operate. You must comply with all laws and regulations governing the proper storage and disposal of the type of batteries used in cell phones. You must also comply with all local, state and federal and licensing laws that apply to businesses generally. You must check all applicable governmental laws, regulations, and ordinances to be certain that you are in compliance with them.

Prior Experience

We began offering franchises in May 2002. As of December 31, 2004, we have 128 franchises operating and 3 company-owned locations. We have not conducted a business of the type you will operate. Our affiliate, WD had approximately 150 license agreements of which 134 were purchased from Wireless Dimensions, Inc. and 16 of which were issued by WD based on commitments made by Wireless Dimensions, Inc. These licensees operated businesses similar to your Business; however, they operated under license agreements that contain different terms from those in your Franchise Agreement. All of these licensees were given the opportunity to convert to become our franchisees. All of these licensees did convert to become our franchisees or closed. Wireless Dimensions, Inc. began offering licenses in July 1999. Neither us nor our affiliates have offered or sold any franchises in any other line of business. Our affiliates have not sold any franchises similar to the Business.

ITEM 2 BUSINESS EXPERIENCE

Chief Executive Officer: Douglas J. Von Allmen

Since its inception, Douglas Von Allmen has been a member and chief executive officer of WIRELESS.

Since its inception, Mr. Von Allmen has been a member and chief executive officer of WD Licensing LLC.

Since 2001, Mr. Von Allmen has been the chairman of Von Allmen Capital, Inc. in Ft. Lauderdale, Florida, a company which arranges for investments in privately owned businesses.

Since April 1999, Mr. Von Allmen has been chairman of Beauty Alliance, Inc., a distributor of professional beauty supplies, located in Clearwater, Florida. Prior to that time (dating back to 1987) he has been chairman of various companies that were merged into Beauty Alliance, Inc.

Since 1985, Mr. Von Allmen has been the chairman of Group One Capital, Inc. in St. Louis, Missouri, which arranges for investments in privately held businesses.

President and Chief Operating Officer: Dean Kretschmar

Since February 2003, Dean Kretschmar has been the president and chief operating officer of WIRELESS.

Since February 2003, Mr. Kretschmar has been the president and chief operating officer of WD Licensing, LLC.

From March 2002 to February 2003, Mr. Kretschmar was the vice president of WIRELESS.

From March 2002 to February 2003, Mr. Kretschmar was the vice president of WD Licensing LLC.

Since March 2001, Mr. Kretschmar has been a vice president of Von Allmen Capital, Inc., Ft. Lauderdale, Florida.

From December 1999 until June 2001, Mr. Kretschmar was the vice president of D & L Partners, a company involved in starting various companies.

From August 1997 until December 1999, Mr. Kretschmar was an analyst for Nations Bank, St. Louis, Missouri and Ft. Lauderdale, Florida, which was subsequently acquired by Bank of America.

Executive Administrator/Franchise Coordinator: Janis Hoffman

Since October 2004, Ms. Hoffman has been the Executive Administrator/Franchise Coordinator for WIRELESS.

From September 2003 until June 2004, Ms. Hoffman was the Director of Salon Business Process for HCX Salons International in Florida.

From September 2000 until September 2003, Ms. Hoffman was the Director of Corporate Administration for Haircolorxpress LLC (which later sold to HCX Salons International) in Florida.

From December 1998 until September 2000, Ms. Hoffman was the Manager of Chenzo & Co., the founder of Haircolorxpress LLC.

Controller: Andrea Simon

Since September 2004, Ms. Simon has been the Controller of WIRELESS.

From April 2003 until September 2004, Ms. Simon was the Director of Finance for the Southern Florida Guardianship Program.

From April 1999 until April 2003, Ms. Simon was the Controller of Rapid Wireless of Southern Florida.

Owner Development Training Manager: **Pete M. White**

Since October 2004, Mr. White has been the Owner Development Training Manager for WIRELESS.

From June 1997 until February 2004, Mr. White was employed by Sprint. He held the following positions: Resource Management & Technician, Operations Readiness Analyst, Assistant Operations Manager, Project Manager and Compliance Auditor.

Sales Manager: **Michael Sandlofer**

Since October 2004, Mr. Sandlofer has been the Sales Manager for WIRELESS.

From March 2004 until October 2004, Mr. Sandlofer was the Marketing Sales Service Consultant for Transitioning Lifestyles.

From June 1999 until October 2003, Mr. Sandlofer was the National Vendor Incentive Administrator for Office Depot.

ITEM 3 LITIGATION

No litigation is required to be disclosed in the offering circular. **[See California State Law Addendum.]**

ITEM 4 BANKRUPTCY

On May 5, 2000, PenUltima, Inc., filed a petition to reorganize under Chapter XI of the U. S. Bankruptcy Code in the United States Bankruptcy Court in the Eastern District of Missouri, Eastern Division; Case No. 00-44611-72. PenUltima, Inc. was liquidated pursuant to a plan filed with the Bankruptcy Court on March 8, 2001. Our chief executive officer, Douglas Von Allmen was a vice president of PenUltima, Inc. and a minority shareholder.

Other than the action discussed above, 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.

ITEM 5 INITIAL FRANCHISE FEE

You must pay us an initial franchise fee of \$12,500.00 ("Initial Franchise Fee") for the franchise in a lump sum when you sign the Franchise Agreement.

You must pay us an opening assistance fee of \$2,500.00 ("Opening Assistance Fee") in lump sum when you sign the Franchise Agreement.

You must purchase the initial inventory and supplies in the amount of between \$8,000.00 and \$9,000.00. At the present time, we or our affiliate are the only approved supplier of inventory for the products you will sell. Therefore, you will pay us for the initial inventory and supplies at the time of delivery.

You must purchase a computer/point of sale computer with the required software before you open for business. The requirements are set forth in Item 11. We are an approved supplier of the computer hardware and software although you can purchase your computer hardware from any vendor. If you purchase the hardware and software from us, you must pay us approximately \$3,200.00 prior to shipment of the equipment. The hardware includes the computer, printer, cash drawer, bar code scanner and monitor. If you purchase only the software from us, you must pay us approximately \$1,295.00 prior to shipment. The prices listed for computer hardware and software are the current prices, but are subject to increases which we will pass on based on increases in the cost of the hardware and software.

If you sublease the location from us or our Affiliate, you will be required to pay us or our Affiliate a security deposit of one month's rent and the first month's rent when you sign the Sub-License Agreement to lease the space. The range of the security deposit is between \$1,500 and \$11,000 depending on the amount of the rent. You may also be required to pay us or our Affiliate for the cost of the buildout of the RMU which is \$5,000 at the present time.

All of these fees and costs are nonrefundable. **[See California State Law Addendum.]**

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ITEM 6 OTHER FEES*

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
License Fee Note 1	6% of Gross Revenues	Payable monthly by 10 th day of the following month	License Fees and sales reports are due
Additional or Refresher Training or Assistance Note 2	Reasonable fees and travel expenses	As required	No fees for initial training and assistance
Product Purchases Note 3	On Price List	Pay by check with each order	Payment must include cost of goods, shipping and handling
Interest and Late Fee Note 4	Lesser of 1 ½% per month or maximum legal rate and to the extent permissible by applicable law and a late fee of \$100 for each month that you fail to pay any amounts due to us and our affiliates or you fail to provide a report in a timely manner.	Upon demand	Payable on all overdue amount amounts, including Royalties, inventory purchases, and all other amounts that you owe us and our affiliates.
Rent and Lease Deposit	A lease deposit of 1 month's rent and monthly rent	Lease Deposit due upon signing the sublease and rent due monthly by the 1st day of each month	This is payable to us or our Affiliate only if you sublease the space for the RMU from us or our Affiliate. Otherwise you will pay this directly to your landlord.
Transfer Fee	25% of the most current initial franchise fee and the current opening assistance fee	At the time of transfer	Not charged if the transfer is to a designated heir
Costs and Attorneys' Fees	Expenses and attorneys' fees	As incurred	Payable if you fail to comply with the Franchise Agreement
Renewal Fee	Reasonable fee to cover our out of pocket expenses	At the time you sign the most current franchise agreement	Payable when you renew the franchise
Arbitration Fee	Cost of Arbitration and attorneys' fees	As incurred	If awarded by Arbitrators
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we incur any expenses in defending ourselves or are held liable for claims arising from your Business

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Advertising Materials	Reasonable fees	If you desire to use the materials and if we provide you the materials	We may provide advertising materials and we reserve the right to charge you a reasonable fee if you purchase these materials.
Audit Fees Note 4	Cost of audit	Upon demand	If audit shows you under-reported by more than 2%
Liquidated Damages Fee Note 5	\$200 per day	Upon demand	Payable for each day unauthorized products or services are offered for sale or sold

* All fees are imposed by and are payable to us except as noted below. All fees are non-refundable.

Note 1: License Fee. You are required to pay us a License Fee by the 10th day of each month of 6% of Gross Revenues of the previous month. "Gross Revenues" means the total amounts of all sales of goods and services (including activation fees, rebates and commissions received from providers of cellular services) and other merchandise sold from, through, or in connection with the Business, whether for cash, on credit, barter or otherwise, exclusive of applicable sales use or service taxes and any bona fide refunds and allowances actually given to customers.

Note 2: Training and Assistance. There is no charge for the initial training program, however you are responsible for any travel, food, incidental and lodging expenses incurred by you and your employees attending the training. We will make available continuing advisory assistance in a manner as we deem appropriate, and we can charge a reasonable fee for it as well as require you to be responsible for any travel, meals, incidental and lodging expenses incurred by the person providing the assistance. There is no charge for the opening assistance we provide so long as you have paid the Opening Assistance Fee as discussed in Item 5 above. However, we reserve the right to charge you a reasonable fee for any training we provide to you and your employees after the opening of the Business. You will also be responsible for any travel, meal, incidental, and lodging expenses incurred by persons conducting the training programs and attending the training program.

Note 3: Product Purchases. You may purchase from us or our affiliate certain products which you will sell in your Business. (See Item 8) The price and terms and conditions for these purchases are contained on our Price List. The terms and conditions for these purchases may be changed by us or its affiliates at any time on 30 days notice. All of the individuals who guaranteed the Franchise Agreement must also guarantee all of your purchases of products and equipment. You must pay for all shipping and handling costs. If you fail to pay for any products or equipment when payment is due, we or our affiliates can require you to pay for future products and/or equipment on a C.O.D. basis or withhold shipment of products and/or equipment in addition to requiring you to paying late fees and interest.

Note 4: Late Fees and Audit Fees. If you under-report your Gross Revenues, in addition to paying us for the amount of unpaid License Fees you owe, you must pay interest on any unpaid amounts at the rate of the lesser of one and one-half percent (1 ½%) per month or the maximum legal rate in the jurisdiction where your Business is located. If you are late in paying any amounts owed to us and our affiliate, in addition to the interest you will owe, you will also owe us or our affiliate, to the extent permissible by applicable law, a late fee of \$100 for each month that you fail to pay. If the amount of Gross Revenues you report for any calendar year is less than 98% of the actual Gross Revenues for that

period, you must reimburse us for all costs of the investigation or audit that uncovered the under-reported sales, including salaries, professional fees, travel, meals, and lodging. You are required to send your monthly reports by the 10th day of the following month. If you are late in sending any financial reports, you must pay \$100 for each report that is late.

Note 5: **Liquidated Damages for Sale of Unauthorized Products or Services.** Uniformity of products and services offered by all Wireless Dimensions stores is of utmost importance to us and the entire franchise system. If you offer to sell or do sell products or services which are not authorized by us, you agree we will be damaged by your non-compliance. These damages will be calculated at the rate of \$200 per day for each day unauthorized products or services are offered or sold. We have the right to collect these amounts in addition to any and all of our other rights for non-compliance provided for under the Franchise Agreement. You agree that a precise calculation of the full extent of the damages that we will incur from the offer or sale of unauthorized products and services are difficult to determine and we and you desire certainty in this matter and agree that the damages provided here are reasonable, constitute liquidated damages and not a penalty.

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ITEM 7 YOUR ESTIMATED INITIAL INVESTMENT

ITEM	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee	\$12,500	Lump Sum	Signing Franchise Agreement	Us
Opening Assistance Fee	\$ 2,500	Lump sum	Signing Franchise Agreement	Us
Rent and Lease Deposit (Note 1)	\$ 1,500- \$ 11,000	Lump sum	Signing Lease	Landlord or our Affiliate if you sublease from our Affiliate
RMU display and buildout (Note 2)	\$ 3,000 – \$ 5,000	Prior to delivery	Prior to Opening	Approved supplier
Inventory and supplies (Note 3)	\$ 8,000- \$ 9,000	As incurred	Signing Franchise Agreement	Approved supplier including us
Computer Hardware and software (Note 4)	\$ 3,200 \$ 4,000	As incurred	Prior to Opening	Vendors or us.
Business licenses, permits, utilities and other prepaid expenses	\$ 100- \$ 200	As incurred	Prior to Opening	Government agencies, utilities etc.
Professional Fees	\$ 0 – \$ 750	As incurred	Prior to Opening	Accountants, attorneys, Advisors
Signage (Note 5)	\$ 0 \$ 200	As incurred	Prior to Opening	Vendor
Insurance	\$ 400- \$ 800	As incurred	Prior to Opening	Insurance company
Additional Funds 3 months (Note 6)	\$ 1,000 – \$ 5,000	As incurred	Prior to Opening	Employees, suppliers etc.
TOTAL * (Note 7)	\$32,200 - \$50,950			

* None of the above fees are refundable.

THE EXPENSES LISTED ABOVE ARE MERELY ESTIMATES. YOU ARE ENCOURAGED TO MAKE AN INDEPENDENT INVESTIGATION AND ANALYSIS OF THE POTENTIAL EXPENSES WHICH MAY BE INCURRED IN ORDER TO START THE BUSINESS.

Note 1: **Rent and/or Security Deposit.** Typically you will be responsible for paying your first month's rent under the lease or sublease and as well as a security deposit which is generally one month's rent. This is payable to us or our Affiliate only if you sublease the location from us or our Affiliate. Otherwise you will pay this directly to your landlord.

Note 2: **RMU Display and Buildout.** This is the estimate of what it will cost you to customize the cart or buildout the RMU that you will rent from the shopping mall landlord. If you sublease through us or our Affiliate, you will be responsible for the \$5,000 buildout that General Growth Properties is currently requiring in order to buildout the RMU. If you decide to build a kiosk instead of using a cart of RMU, your costs will be significantly higher, because you will actually be paying for the building of the kiosk and all of the customization. The prices will range from \$3,000.00-\$30,000.00 depending on the size of the kiosk, the building costs in your location, and the decorations you choose.

Note 3: **Inventory and Supplies.** You will need to purchase certain inventory and supplies to operate the Business.

Note 4: **Computer Hardware and Software.** The computer hardware and software purchases and requirements are explained in Item 11 below.

Note 5: **Sign.** You may need a sign depending on the requirements of the shopping mall or other place where your Business is located.

Note 6: **Additional Funds.** This estimates the amount of additional expenses you can expect to incur during the first three months your Business is open. These expenses include payroll costs, benefits, additional supplies, etc., but do not include License Fees and do not include any expenses which are listed in the above chart. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market; the prevailing wage rate; rent levels; competition; and the sales level reached during the initial period.

Note 7: **Estimated Total Costs.** Costs and expenses can vary depending on factors such as local economic and market conditions. We based these figures on information provided to us by Wireless Dimensions, Inc., which information was based on its experience since 1998 and our experiences and our Affiliates experiences since March of 2002 to present. Except as described above, none of the fees listed in this Item are refundable. Your financial condition and arrangements negotiated by you and the business decisions you make will all impact the success of your Business and possibly the initial costs which you incur in opening your Business. We cannot assure you that the experience of a particular franchisee will correspond with the information presented above. You should review these figures carefully with a business advisor before you purchase the franchise. We do not offer, either directly or indirectly, financing to you for any of these items except as provided in Item 10.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In order to maintain the quality of products sold by franchisees, we have established standards and specifications for you to follow. Therefore, you must purchase all services, supplies, inventory, equipment, and materials you need to operate the Business from manufacturers, suppliers, or distributors we approve, or from other suppliers who meet our specifications and are able to provide services, supplies, and equipment in accordance with our standards as to quality and service. The suppliers must show their ability to supply the goods to you in a timely and reliable manner. We have imposed these requirements in order to assure quality and uniformity of franchisees products, equipment and services.

Approved suppliers may be designated to you by written memoranda, bulletins, or in the Confidential Operations Manual. We may modify the list of approved brands, equipment, products, materials and suppliers, and will notify you of any modification by sending you a bulletin or supplement to the Confidential Operations Manual.

At the present time we or our affiliate are the only approved suppliers of the inventory of products that will be sold at the Business. If you want to use alternate suppliers for services, products, equipment, or materials other than those previously approved by us, we may require, at your expense, that samples from other suppliers be delivered to us for further testing before approval. Further, all proposed manufacturers, suppliers or distributors must agree to permit our agents or representatives to inspect their facilities regularly, both initially and from time to time as we may be reasonably require to assure us of the proper production and transportation of the services, supplies or materials you purchase and must agree to our other reasonable requirements necessary to protect the franchise system, the Marks, and our goodwill. We will advise you within a reasonable period of time (no more than 60 days after request and receipt of necessary information) of its approval or disapproval of alternate sources of services, supplies, materials and equipment. We are not required to approve an inordinate number of suppliers of a given item which in our reasonable judgment would prevent our effective supervision of suppliers. We reserve the right in our sole discretion to modify this policy, including, without limitation modifying the number and identity of authorized suppliers of the products.

In addition, we or our Affiliate may sublease the space for the RMU in the shopping mall to you. The agreement you will sign in order to sublease the space from us or our Affiliate is the same or similar as the Sub-License Agreement form in Exhibit IV of the Franchise Agreement.

As we determine consumer preferences and trends in the marketplace, or develop new marketing techniques, technologies, products and services, we may formulate and modify our specifications as we consider appropriate and useful, and notify you through amendments to the Manual, articles, newsletters, or other bulletins.

We may negotiate volume purchase agreements with some vendors for the purchase of goods and equipment needed to operate your Business.

We will derive revenue from products and leasing that you obtain from us. The estimated proportion of these required purchases to all purchases by you of goods and services in establishing and operating the Business represents approximately 90% or more of your total purchases in connection with the establishment of your Business and approximately 90% or more of your overall purchases in operating your Business. During the fiscal year ending December 31, ~~{2003}~~ **[2004]**, our revenues from the sale of products and equipment to franchisees ~~{and licensees of our Affiliate}~~ was approximately ~~[\$4,163,523,]~~ **[\$2,379,656.]** or ~~{83%}~~ **[71%]** of our total revenues of ~~[\$4,964,523]~~ **[\$3,364,943]**.

In addition to the purchases or leases described above, you must buy and maintain, at your own expense, insurance coverage that we require from time to time and to meet the other insurance-related obligations in the Franchise Agreement. The cost of coverage will vary depending on the insurance carrier's charges, terms of payment and your history. All insurance policies must name us and our affiliate as additional insured parties.

Except as described above, neither we nor our affiliate currently derive revenue or other material consideration as a result of required purchases or leases, however we retain the right to do so in the future. There are currently no purchasing or distribution cooperatives. We may negotiate purchase arrangements with suppliers for the benefit of franchisees, and/or to derive revenue or other material consideration as a result of required purchases or leases in the future.

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

ITEM 9 FRANCHISEE'S OBLIGATIONS

THIS TABLE LISTS YOUR PRINCIPAL OBLIGATIONS 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.

OBLIGATIONS	SECTION IN FRANCHISE AGREEMENT	ITEM IN OFFERING CIRCULAR
(a) Site selection and acquisition/lease	Sections II.C and VI.D.	Items 7, 8, 11 and 12
(b) Pre-opening purchases/leases	Sections II.C and VI.D	Items 5, 6, 7 and 8
(c) Site Development and other pre-opening requirements	Sections II.C and VI.D	Items 6, 7 and 11
(d) Initial and ongoing training	Section VI.A	Item 11
(e) Opening	Section VII.A	Item 11
(f) Fees	Section V	Items 5 and 6
(g) Compliance with standards and policies/Operating Manual	Section X	Item 8 and 11
(h) Trademarks and proprietary information	Sections VIII and IX	Items 13, 14 and 17
(i) Restrictions on products/services offered	Section VII	Items 8 and 16
(j) Warranty and customer service requirements	Section VII	Item 16
(k) Territorial development and sales quotas	Section II	Item 12
(l) Ongoing product/service purchases	Section VII	Item 8
(m) Maintenance, appearance and remodeling requirements	Sections IV and VII	Items 9 and 11
(n) Insurance	Section VII.D.	Items 7 and 8
(o) Advertising	Section VII.H.	Items 6 and 11
(p) Indemnification	Section XVI	Item 6
(q) Owner's participation/Management/staffing	Section VII.I	Item 11 and 15
(r) Records/Reports	Section V.G	Items 6 and 11
(s) Inspections/audits	Section V.E.	Items 6 and 11
(t) Transfer	Section XIV	Items 6 and 17
(u) Renewal	Section IV	Items 6 and 17
(v) Post-termination obligations	Section XI	Item 17
(w) Non-competition covenants	Section IX	Item 17
(x) Dispute Resolution	Section XXVI	Item 17

ITEM 10 FINANCING

Generally we do not offer direct or indirect financing. However, under limited circumstances we have provided franchisees with financing for Opening Assistance Fees, Initial Franchise Fees, Transfer Fees and/or opening inventory cost and we reserve the right to do so in the future. We will decide to provide such financing on a case by case basis depending on your creditworthiness, because we have not required security for such financing. If we provide such financing, you would sign a promissory note for the amount being financed at the time you sign the Franchise Agreement. The promissory notes have

varied in length from 2 months to 12 months. In the past we have not charged any interest on the principal, however we reserve the right to do so in the future. If you fail to pay the amount due, the interest rate will be 18% per annum or the highest interest rate allowable under the law. If you default in the payments under the promissory note we have the right to accelerate the indebtedness and declare the entire amount, with interest, due immediately and you may be required to pay court costs and attorneys' fee for collection and termination of the franchise or other cross defaults. The makers, sureties, endorsers and guarantors of the promissory note waive demand, presentment for payment, notice of non-payment, protest, notice of protest and diligence in bringing suit against any party. The promissory note may be pre-paid in whole or in part at any time without penalty. A default under the promissory note is considered a default under the Franchise Agreement. We do not plan nor is it our practice to sell, assign, or discount to a third party all or part of the promissory note. The promissory note will be personally guaranteed by the individuals who sign the Guarantee for the Franchise Agreement. The promissory note and guarantee will be in the same or similar form as found in Exhibit B. If you default under the promissory note, it is considered a default under the Franchise Agreement and vice versa.

You may sublease the space for an RMU or kiosk in the shopping mall pursuant to a Sub-License Agreement that will be the same or similar to the form found in Exhibit IV of the Franchise Agreement. The term will vary depending upon the term of the License Agreement between General Growth Properties and us ("License Agreement").

You will sign a Sub-License Agreement with us which will, among other things, have the following provisions and requirements:

- a. Security Deposit – 1 month rent. **[(Section 6 of the Sub-License Agreement.)]**
- b. Rent – both base rent and percentage rent and sales tax **[(Section 4 of the Sub-License Agreement.)]**
- c. Other monetary obligations including common area maintenance (CAM), taxes or insurance expenses
- d. Term – Generally, the term will be the same term as the License Agreement including options to extend the term, if any. Under the License Agreement, General Growth has the right to terminate the License Agreement at any time for any reason. We or our Affiliates have that same right in the Sub-License Agreement. **[(Section 2 of the Sub-License Agreement.)]**
- e. Prepayment Penalty – None
- f. Guaranty – The personal guarantee of you and other partners if you are a partnership, or shareholders if you operate as a corporation, or members if you operate as a limited liability company, will be required.
- g. Consequences of Default – We have the right to terminate the Sub-License Agreement and remove you from the property. You are also obligated to pay us a late fee of \$100 per day for any rent or other monetary obligations not paid when due and interest at the rate of 4% over Prime Rate not to exceed the maximum interest rate allowed by the law in your jurisdiction. The Prime Rate means the prime rate as published by the Wall Street Journal or any successor publication. **[(Section 5 of the Sub-License Agreement.)]**

- h. The Sub-License contains a waiver by you of any notices regarding default and termination. **[(Section 5 of the Sub-License Agreement.)]**

Other than as discussed above, we do not offer direct or indirect financing. We do not guarantee your note, lease or obligations. We do not place any financing with third parties and therefore do not receive direct or indirect payments for placing financing. **[See California State Law Addendum.]**

ITEM 11 FRANCHISOR'S OBLIGATIONS

Except as listed below, we are not required to provide any assistance to you.

Obligations Prior to the Opening of the Franchise

1. Grant you the right to operate the Business in a particular location. (Section II of the Franchise Agreement);
2. Provide you an initial training program for the operation of the Business (Section VI.A of the Franchise Agreement);
3. Provide you with on-site opening assistance when you open your Business (Section VI.B. of the Franchise Agreement);
4. Grant you the right and license to use the Marks in connection with the Business. (Section VIII of the Franchise Agreement);
5. Provide specifications for, and approved lists of suppliers for equipment, services, and products. (Section VI of the Franchise Agreement).

Our Obligations During the Operation of the Franchise

During the term of the Franchise Agreement, we will provide the following assistance to you:

1. Furnish you, at your request, with additional guidance and assistance. We reserve the right to charge a reasonable fee. (Section VI of the Franchise Agreement); and
2. Will loan you with a copy of the Confidential Operations Manual ("Manual") once it is completed. (Section X of the Franchise Agreement).

Confidential Operations Manual

We will provide you a copy of the Manual. This Manual is confidential and remains our property. You will operate your business in strict compliance with those operational systems, procedures, policies, methods and requirements found in the Manual which are designated as mandatory and in any supplemental bulletins and notices, revisions, modifications, or amendments thereto, (the "Supplements") all of which are a part of the Manual.

You must treat the Manual, any other manuals or written materials provided by us or our Affiliate for use in the operation of the Business, and the information contained in them, as confidential, and must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record, or otherwise reproduce these materials, in whole or in part, or otherwise make them

available to any unauthorized person. The Manual will remain our sole property and must be kept in a secure place within your Business. It must be returned to us upon termination or expiration of your Franchise Agreement.

We have the right to make additions to, deletions from or revisions to the Manual which you have to comply with at your own cost. You must ensure that the Manual is kept current at all times. If there is any dispute as to the contents of the Manual, the terms of the master copy maintained by us, at our principal office, will be controlling. The table of contents of the Manual, including allocation of pages to each subject, is included as Exhibit C to this offering circular. The Manual is over 55 pages in length.

Advertising

You may develop advertising for your own use, at your expense. You must submit all of your own advertising and sale promotion materials to us for prior consent. You may not advertise or use in advertising or other form of promotion, the Marks without the appropriate copyright, trademark, and service mark registration symbols for those marks which are registered or in a manner which would misuse or dilute the Marks, or damage the goodwill associated with the Marks. All advertising and promotional materials you use must be completely factual, comply with all applicable laws and conform to the highest standards of ethics and quality. You may not advertise or use our Marks on the Internet except with our consent. Any advertising on the Internet shall be pre-approved by us and on terms specified by us.

At our discretion, we may provide you with advertising and promotional materials. We reserve the right to charge you a reasonable fee for such materials. (Section VII.H of the Franchise Agreement). You are not required to participate in any advertising programs.

Selection of Location of Your Business

You will select a location (i.e. city, metropolitan area or county) where you wish to operate the Business ("Location"). The Location is subject to our approval. In making the determination, we may take into account the following factors, as well as other factors: the location, traffic, hours of operation, rent, dollars sold per square foot and general demographics. You will not be allowed to sign a Franchise Agreement until the Location is acceptable to both you and us. Further details regarding the Territory are explained in Item 12.

Length of Time Before Opening

We estimate that the typical length of time between execution of the Franchise Agreement by us and the opening of a business will be between 20 and 45 days. Factors affecting the length of time usually include ability to satisfactorily complete training, obtain business licenses, comply with local laws and ordinances, complete delivery of equipment and inventory, and mall requirements.

We may terminate the Franchise Agreement if you fail to begin operations within 2 months after you sign the Franchise Agreement.

Training Programs

We offer you a four phase training approach to prepare you for operating your Business for the Principal Owner(s) and/or manager (as defined in the Franchise Agreement). Phase I will consist of a prerequisite reading program to ensure that you begin with a base of knowledge upon which you may build. Phase II involves classroom interaction with a trainer and other franchisor specialist in order to obtain the necessary technical knowledge and skills to run your Business. Phase III is a chance for you to

put your newfound classroom knowledge to use in a real world setting by working in a retail kiosk, cart, or retail location. Phase I, Phase II and Phase III constitute our initial training program. Lastly, in Phase IV, we will provide on-site opening assistance to you at your Location.

Phase I is a pre-read designed to prepare you with the basic knowledge necessary as a starting point for classroom learning. These readings will assume that you have little or no knowledge of our industry or business in general. The readings will cover subjects ranging from product manuals to current industry articles to sections involving personnel management skills. In addition, you will be given activities and assignments to further knowledge and aid in retention. Assignments will be given and will be collected on the first day of Phase II. Phase I will require approximately 20 hours to complete prior to coming to our corporate offices in Palm Bay, FL.

Phase II will consist of 40 to 50 hours of instructor led classroom instruction at our principal place of business or another location we choose. Instructors have been selected to offer information from the perspective of real world experience and years of expertise. Training will cover all aspects of establishing and running the business.

Phase III offers the student direct experience in an actual working Wireless Dimensions store run by a licensee of the affiliate or by one of our franchisees. This phase will involve approximately 20 hours of dealing with real customers in a highly supervised environment. The franchisee will apply classroom concepts to real world situations and will exercise and expand their sales and customer service skills as well as their product knowledge.

Subject	Time Begun	Instruction Materials	Classroom	On the Job	Instructors
Introduction	Prior to Opening	Handouts	1 hour		Dean Kretschmar Pete M. White
Introduction To Merchandise	Prior to Opening	Handouts, Products	3 hours		Dean Kretschmar Pete M. White
Visit to the Warehouse	Prior to Opening	Handouts, Hands on experience	4 hours		Dean Kretschmar Pete M. White
Introduction To Accounting	Prior to Opening	Handouts	2 hours		Andrea Simon, Pete M. White
Mall Locations and Relations	Prior to Opening	Handouts	1 hour		Dean Kretschmar Janis Hoffman
Relationship with Corporate	Prior to Opening	Handouts	1 hour		Dean Kretschmar Pete M. White Janis Hoffman Michael Sandlofer
Inventory and Display	Prior to Opening	Handouts, Poster Board	2 hours		Dean Kretschmar Pete M. White
Product Technical Training	Prior to Opening	Handouts	2 hours		Michael Sandlofer Pete M. White
Customer Service	Prior to Opening	Handouts, PowerPoint	4 hours		Janis Hoffman Michael Sandlofer
Sales Training	Prior to Opening	Handouts, PowerPoint	4 hours		Michael Sandlofer Pete M. White
Computer	Prior to	Software	8 hours		Dean Kretschmar

Subject	Time Begun	Instruction Materials	Classroom	On the Job	Instructors
Training on Pangaea	Opening	Manual, Computer			Pete M. White
Running the Business	Prior to Opening	Handouts, Guest Speakers	2 hours		Pete M. White Dean Kretschmar, Michael Sandlofer
Staff Relations	Prior to Opening	Handouts, Video	2 hours		Dean Kretschmar, Pete M. White
Merchandising Location (Practice)	Prior to Opening	Handouts, Flip Charts	2.5 hours		Dean Kretschmar, Pete M. White
Final Review	Prior to Opening	Handouts	2 hours		Dean Kretschmar, Pete M. White
Field Training	Prior to Opening	None		10 hours	Dean Kretschmar, Pete M. White
On the Job Experience	Prior to Opening	None		10 Hours	Dean Kretschmar Pete M. White

*Training may also be conducted by our personnel or personnel of our affiliate or our franchisees or our affiliate's licensees. The subject items and instructors may change from time to time. Currently, the following individuals will be providing training along with Dean Kretschmar, Pete White, Andrea Simon, Michael Sandlofer and Janis Hoffman whose backgrounds are described in Item 2:

The initial training program will be conducted in Palm Bay, Florida. Satisfactory completion of the training program is no assurance of the success of the Business; however, if you do not satisfactorily complete the initial training program (Phase I, Phase II and Phase III), we may terminate the Franchise Agreement. If you are an owner of an existing Wireless Dimensions Store, you will not need to complete the initial training program.

The initial training will be given by us without charge, however, you will be solely responsible for the travel, lodging and personal expenses for yourself and your employees. Neither you nor your employees will be compensated by us while in training. The initial training program is mandatory and you must satisfactorily complete the training program before you open your Business.

Phase IV. We will also send one representative to your Location the day before you open and for 4 days after you open to assist you in the opening of your Business. If you are an existing owner of a Wireless Dimensions Store, we will not provide this opening assistance to you.

If we need to provide any additional assistance, we reserve the right to charge you a reasonable fee. You will also be responsible for the costs of the travel, meals, lodging, and other expenses incurred by us and the trainer.

We may also provide refresher training and other specialized training programs in the future. Additionally, we may provide assistance to you in training your employees. The refresher and additional training programs referred to above are not mandatory at this time, but may be in the future. We reserve the right to charge a reasonable fee for any training provided after the opening of the business. In addition, you will pay for your employees' costs of travel, salary, meals, lodging and other expenses incurred by attending this additional training. The location, duration, and content of the refresher training programs are subject to our future determination.

Computer Requirements

We currently require you to have an IBM compatible computer with a Pentium based processor 300 MHZ or higher, with at least 128 Mb Ram and with a 5 GB hard drive or better, a CD drive, and color monitor (must be able to display 600x800 pixels), 56 K or higher modem, Windows 2000 professional or higher operating system, an Epson TMT8811 receipt printer, a Metrologic Laser Scanner and an APG VB320-BL1616 cash drawer. In addition, you must have Internet access. We are under no obligation to provide you with any ongoing service related to your hardware package. We reserve the right to require you, at your expense and in the time frame determined by us, to update or upgrade the hardware to conform to new standards or specifications. As technology improves, we may require you to upgrade your equipment or purchase new equipment.

You must purchase and use a POS and accounting software program from Pangaea Systems, Inc., 1900 South Harbor City Blvd., Suite 335, Melbourne, FL 32901 (321) 952-2589 (877) 952-2589 (toll free). You will enter into a Software License Agreement with Pangaea Systems Inc. when you purchase the right to use the software. Currently the cost of the software is \$1295 per seat. This is a proprietary software of Pangaea Systems Inc. Pangaea Systems Inc. will provide maintenance, support upgrades and updates for an estimate fee of \$300 per year. You will contract with them directly for these rights. If your rights under the Franchise Agreement terminate or expire, your rights to use the Pangaea Systems Inc. software will end. We are not under any obligation to maintain or update this program. There is no contractual limitation on our use of the information we obtain from you. We may revise our specifications for hardware and software as we determine necessary to meet the needs of the System and there is no contractual limitation on our ability to require the hardware or software to be improved or upgraded. We reserve the right to require different or additional software programs and hardware at any time in the future and you will be responsible for the cost of any new, modified or updated programs and the hardware. We have independent access to information or data in your computer.

ITEM 12 TERRITORY

Typically, you will operate your Business from RMU or a kiosk within a shopping mall. We will grant you the non-exclusive right to operate the Business at the Location described on Exhibit I of your Franchise Agreement. If, however, you are in full compliance with the terms of the Franchise Agreement and demonstrate the ability to operate multiple locations, and if we desire to open or grant to someone else the right to open another Wireless Dimensions store in the mall or building in which your Business is located, you will have a right of first refusal to acquire a franchise on the same terms and conditions as those we offer, provided that you are able to obtain a lease for the location. You will have 15 days after notice of WIRELESS' intent to open or grant a franchise to another, to execute a franchise agreement and comply with the terms of the franchise agreement, or this right of first refusal will lapse.

Subject to the right of first refusal described above, we and our affiliate expressly reserve the right to operate or grant franchises, licenses or distributorships to others to operate any type of business including those which are the same as or similar to the Business under any marks or the Marks. By way of illustration, we and our affiliate reserve the following rights: (a) to operate and to franchise or license to third parties the right to operate wireless/cellular telephones, services and accessories stores anywhere using the Marks or any other marks; (b) to sell wireless/cellular telephones, services and accessories and other products at wholesale or retail and through other channels or methods of distribution, including sales over the internet, mail order and catalogue sales, and sales via radio and television.

You will lease your space either directly from a landlord of a shopping mall or sublease from us or our Affiliates. In either event you will be responsible for the customization of your Location. Many times the terms for the leases for carts, RMUs or kiosks are relatively short and may not contain a right to

renew. If you lose the right to lease your Location, your Franchise Agreement for this Location will terminate.

Furthermore, you agree and affirm that we and our affiliate may sell ourselves, our assets, our proprietary marks and/or their system to a third party; may go public; may engage in a private placement of some or all of its securities; may merge, acquire other corporations or entities, or be acquired by another corporation or entity; and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. You will expressly waive any claims, demands or damages arising from or related to the loss of the Marks' name, proprietary marks (or any variation thereof) and System and/or the loss of association with or identification of "Wireless Dimensions™" as a franchisee under the Franchise Agreement as a result of the activities described in this paragraph.

You are authorized to open and operate only one Business in your Location. A new franchise agreement must be signed for each additional location regardless of the address. You are restricted from selling products through other channels of distribution such as the Internet, catalogues, etc. There are no minimum sales quotas you need to meet. You will maintain rights to your Location even though you do not meet certain sales volume, market penetration or other contingencies.

ITEM 13 TRADEMARKS

We grant you the right to operate a business under the name "Wireless Dimensions™". We may allow you to use our other current or future trademarks to operate your Business in the future. By "Marks," we mean service marks, trademarks, trade dress, trade names and copyrights, as may presently exist, or which we may modify or change, in connection with the operation of the Business. Marks include but are not limited to "Wireless Dimensions™". There are no agreements currently in effect that significantly limit the right of the franchisor to use or license the use of the Marks that are material to the franchise.

We or our affiliates have filed for registration on the Principal Register of the United States Patent and Trademark Office:

TRADEMARKS	REGISTRATION NUMBER (or Serial Number)	REGISTRATION DATE (or Filing Date)
WIRELESS DIMENSIONS (was originally filed by Douglas Von Allmen and transferred to us)	SN: 78111923	Filed March 1, 2002
WIRELESS DIMENSIONS	SN: 78126122	Filed May 3, 2002

The common law mark "Wireless Dimensions" was transferred as one of the assets in the transaction between Wireless Dimensions, Inc. to WD. WD then assigned all of its rights in this common law mark to us. We have granted our affiliate, WD Licensing LLC., the right to use the mark in connection with the license agreements it acquired from Wireless Dimensions, Inc.

By not having a Principal Register federal registration for Wireless Dimensions, we do not have certain presumptive legal rights granted by a registration. Should we be unable to register this mark on a federal level others will be permitted to establish rights to use the Mark. This use will not be in areas where our franchisees are operating, or advertising under the Mark, or in the natural zone of expansion for our shops. However, if others establish rights to use our mark, we may not be able to expand into these areas using the Mark. If we are unable to register the Mark, you may be required to use a different mark. Although we can make no assurances, we believe that our application for the Mark, Wireless Dimensions, will be registered.

We have not registered or filed the above Marks or any other marks connected with the franchise for registration in any states.

You must follow our rules when you use the Marks. You cannot use any Mark as part of your corporate or legal business name or with modifying words, designs or symbols. You cannot use any Marks in connection with the performance or sale of any unauthorized services or products or in any other manner we have not expressly authorized in writing.

There are currently no effective material determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court, and no pending infringement, opposition or cancellation proceedings, and no pending material litigation involving the Marks.

You must notify us immediately of any apparent infringement or challenge to your use of any Mark, or any claim by any person of any rights in any Mark. We will have the sole discretion to take any action we deem appropriate and the right to exclusively control any litigation or administrative proceedings arising out of the infringement, challenge or claim. You must execute any and all instruments and documents, provide such assistance, and take any action that may be necessary or advisable to protect and maintain our interest in any litigation or other proceeding or otherwise to protect and maintain our interest in the Marks. The Franchise Agreement does not require us to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a Mark or if the proceeding is resolved unfavorably to you.

If we decide to modify or discontinue the use of the Marks and/or to use one or more additional or substitute names or marks, you must change to the new Marks at your own expense and without claim against us. You must comply with the necessary changes within a reasonable time of the request.

ITEM 14 PATENTS AND COPYRIGHTS

We do not own any patents which are material to the franchise.

You acknowledges that you will be making use of, acquiring, and/or adding to confidential information of a special and unique nature and value relating to the Business, including but not limited to, the nature and type of products and services sold and rendered by us and the prices charged, our sales techniques, vendors, suppliers, customers, and other proprietary information belonging to us. You also acknowledge that this confidential information consists of valuable trade secrets under Florida Statutes and that the confidential information is owned exclusively by us and our affiliates. You agree to keep all such confidential information, or any other information supplied to you by us, in confidence, except as otherwise required by Federal, State or local laws or regulations.

ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You agree that one of your Principal Owners is required to use his or her best efforts and is personally responsible for the management of the Business on a day-to-day basis. We, in our sole discretion, may allow you to hire a qualified manager, selected and controlled by you to operate the day-to-day affairs of the Business, however, you must remain actively involved in the operations and management of the Business. The Principal Owner is required to carefully monitor, supervise, and be responsible for the performance of anyone designated to manage the operation of the Business. The designated manager who will operate the business must satisfactorily complete the initial training program and must enter into an agreement to be bound by the terms of this Agreement relating to

maintenance of trade secrets and compliance with the terms of the non-competition provisions of this Agreement. We do not require your manager to have an equity interest in the Business.

If you are a corporation, limited liability company or limited partnership, your owners and their spouses must not only personally guarantee your obligations under the Franchise Agreement and the Sublease, if any, but must also agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement and Sublease, if any, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities. A Guarantee is attached to the Franchise Agreement and Sublease.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to offer and sell only those goods and services that we have approved. (See Item 8). You must offer all goods and services that we designate as required for all franchisees. You will set your own prices and service charges for your own customers. You may serve customers only from the Location you have been authorized to operate.

We have the right to add additional authorized services and goods that you are required to offer. There are no limits on our right to do so. There are some restrictions regarding the customers which you may offer products and services. These restrictions are explained in Item 12.

ITEM 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 franchise	Section IV	6 years
b. Renewal or extension of the term	Section IV	2 additional terms for 6 years each
c. Requirement for you to renew or extend	Section IV	You must be in full compliance, you must sign the most current franchise agreement, sign our release and give written notice to renew, maintain location or new site approved by us
d. Termination by you	Section XI.B	Only if you are in compliance and we are in material default, you provide us written notice, and we do not cure within the cure period.
e. Termination by us without cause	None	None
f. Termination by us with cause	Section XI.A	Only if you breach the agreement, don't complete training or do not open business in timely fashion
g. "Cause" defined – defaults which can be cured	Section XI.A	You have 10 days to cure monetary defaults and 15 days to cure all others
h. "Cause" defined – defaults which cannot be cured	Section XI.A	Non-curable defaults include conviction of felony, repeated defaults even if cured, insolvency and abandonment, unapproved transfer, misuse of our system, impairment

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		of goodwill, or violation of covenant not to compete, material misrepresentations or omissions,
i. Your obligation on termination or non-renewal	Section XII	Cease operations, cease using Marks and System, complete de-identification, pay amounts due, return all materials that contain our Marks, transfer the lease and telephone number if requested, comply with post-term non-covenants
j. Assignment of contract by us	Section XIV.A	Franchise Agreement is fully assignable
k. "Transfer" by you- definition	Section XIV.B	Includes transfer of contract, assets or ownership change
l. Our approval of transfer by franchisee	Section XIV.B	We have the right to approve all transfers.
m. Conditions for our approval or transfer	Section XIV.B	Transferee qualifies, transfer fee paid, debts of transferor paid, new franchise agreement and release signed, training of transferee
n. Our right of first refusal to acquire your business	Section XV	We can match any offer for your business or an ownership interest in you
o. Our option to purchase your business	Section XIII	We have the option to buy the business at the lesser of book value or fair market value after termination or expiration of the Franchise Agreement
p. Your death or disability	Section XIV.B	May designate transferee who must meet our requirements and who we must approve. No transfer fee charged.
q. Noncompetition covenants during the term of the franchise	Section IX.B	You may not engage in a business which has gross revenues of at least 25% in the sales of accessories for wireless/cellular telephones, services and accessories
r. Noncompetition covenant after the franchise is terminated or expires	Section IX.B	For a period of 2 years after termination or expiration, you may not engage in a business that specializes in the sale of accessories for wireless/cellular telephones, services and accessories within the DMA or in any DMA where a Wireless Dimensions Store is operating or is under development
s. Modification of the agreement	Sections X and XVII	No modifications generally but the Operations Manual will be subject to change
t. Integration/merger clause	Section XVII	Only the terms of the franchise agreement are binding (subject to state law.) Any other promises may not be enforceable
u. Dispute resolution by arbitration or mediation	Section XVI	Except for certain claims, all disputes must be mediated and then arbitrated, if necessary, in Broward County, Florida
v. Choice of forum	Section XXII	Litigation must be Broward County, Florida
w. Choice of law	Section XXII	Florida law applies

These states have statutes that may supersede the franchise agreement in your relationship with the franchisor, including the areas of termination and renewal of your franchise:

ARKANSAS (Stat. Section 70807), CALIFORNIA [Bus. & Prof. Code Sections 2000020043], CONNECTICUT (Gen. Stat. Section 42-133e et seq.), DELAWARE (Code, tit.), HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [815 ILCS 705/19 and 705/20], INDIANA (Stat. Section 23-2-2.7), IOWA (Code Sections 523H.1-523H.17), MICHIGAN (Stat. Section 19.854(27)), MINNESOTA (Stat. Section SOC.14), MISSISSIPPI (Code Section 75-24-51), MISSOURI (Stat. Section 407.400), NEBRASKA [Rev.-Stat. Section 87-401], NEW JERSEY (Stat. Section 56:10-1), SOUTH DAKOTA (Codified Laws Section 37-5A51), VIRGINIA (Code 13.1-557-574-13.1-564), WASHINGTON (Code Section 19.100.180), WISCONSIN (Stat. Section 135.03). 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. If a state regulator requires us to make additional disclosures related to the information contained in this Offering Circular, these additional disclosures are contained in a State Law Addenda included in this Offering Circular as Exhibit F. Regardless of any state law to the contrary, we intend to fully enforce the provisions of the Franchise Agreement, including all venue, choice of laws and arbitration provisions and rely on federal preemption under the Federal Arbitration Act (9 U.S.C § 1 et seq.) **[See California State Law Addendum.]**

ITEM 18 PUBLIC FIGURES

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

ITEM 19 EARNINGS CLAIMS

The average monthly Gross Sales figures below are based on historical sales reported by those Wireless Dimensions franchisees who operated for at least 6 months during the last fiscal year ending December 31, {2003} [2004]. These figures represent the average of the reported Gross Sales of the Wireless Dimensions franchisees who operated for the entire 12 months and the annualized Gross Sales of the Wireless Dimensions franchisees who operated for more than 6 months but less than the entire 12 months. (For example, if a franchisee operated only 6 months, the total gross sales during that period would be divided by 6 to get an average monthly sales figure and then multiplied by 12 months.) Any Wireless franchisee or licensee operating for less than 6 months was not included in these averages. No inference to sales relating to future franchises should be drawn from these figures.

- Top 20%: ~~[\$21,601]~~ **[\$17,190]** average monthly Gross Sales
- Bottom 20%: ~~[\$8,030]~~ **[\$5,241]** average monthly Gross Sales
- Average excluding Top and Bottom 20%: ~~[\$13,863]~~ **[\$10,225]** average monthly Gross Sales
- Overall Average: ~~[\$14,383]~~ **[\$10,628]** average monthly Gross Sales

~~{46%}~~
[43%] or ~~{62}~~ **[51]** stores out of a total of the ~~{135}~~ **[120]** franchised stores that operated and provided reports actually attained or surpassed the Overall Average Monthly Gross Sales during the calendar year ~~{2003}~~ **[2004]**.

Results of a particular store can be affected by many factors, some of which are noted below. You should also note that this is a seasonal business, and therefore, sales during peak periods will be significantly higher than sales during non-peak periods.

ASSUMPTIONS

This Gross Sales for the period January 1 through December 31, {2003} [2004], is based upon information we received from our franchisees. WE HAVE NOT VERIFIED ANY OF THE INFORMATION REPORTED TO US. WE DO NOT REPRESENT THAT YOU CAN EXPECT TO ATTAIN THESE SALES LEVELS. We do not provide any information regarding the costs of operating a franchised business.

FACTORS WHICH MAY AFFECT PERFORMANCE OF A STORE

Your sales may differ from those of our other franchisees. Such differences may in part be due to geographic location of the store, the quality of both management and service at the store; competition in the market; success of and traffic in the mall or shopping center in which the store is located; availability of parking; visibility and access; presence of other competing businesses in the mall or shopping center and the area; the length of time that the store has been open for business; demographics, socio-economic factors and income levels of persons who might patronize the store; and consumer preferences in different geographical areas; general economic conditions; qualifications of staff and management; experience; advantages gained from operating multiple stores; and hours of operation, etc. As with any new businesses, you must have sufficient working capital and other resources.

You should only use this as a reference in conducting your own analysis. You should consult with competent, experienced financial, business, and legal advisers in connection with the information contained in this analysis. Substantiation of the data used in preparing this earnings claim will be made available to the prospective franchisee on reasonable request.

[See California State Law Addendum.]

CAVEAT:

THE INDIVIDUAL FINANCIAL RESULTS OF A FRANCHISEE ARE LIKELY TO DIFFER FROM THE INFORMATION DESCRIBED IN THIS ITEM 19.

THE GROSS SALES REFLECTED IN THIS ANALYSIS ARE OF FRANCHISED STORES AND SHOULD NOT BE CONSIDERED AS THE ACTUAL OR POTENTIAL REVENUE THAT WILL BE REALIZED BY YOU. WE DO NOT REPRESENT THAT ANY FRANCHISEE CAN EXPECT TO ATTAIN SUCH REVENUE, NOR CAN ANY INFERENCE BE DRAWN THAT THESE LOCATIONS OR FUTURE LOCATIONS WILL ACHIEVE SUCH RESULTS.

WE DO NOT REPRESENT THAT ANY FRANCHISEE WILL DERIVE INCOME WHICH EXCEEDS THE INITIAL PAYMENT FOR OR INVESTMENT IN A WIRELESS DIMENSIONS STORE. THE SUCCESS OF THE FRANCHISE WILL BE LARGELY DEPENDENT UPON MANY FACTORS, INCLUDING THE ABILITY OF THE FRANCHISEE AND ITS STAFF, THE LOCATION OF THE STORES, THE FRANCHISEE'S ABILITY TO CONTROL QUALITY AND COSTS, FRANCHISEE'S MARKETING AND MANAGERIAL SKILLS, DEDICATION TO THE BUSINESS, GENERAL ECONOMIC CONDITIONS, CONSUMER ACCEPTANCE, MARKETING, AND VARIOUS OTHER FACTORS, WHICH ARE BEYOND OUR CONTROL AND SOME OF WHICH ARE BEYOND YOUR CONTROL. CURRENT ECONOMIC CONDITIONS AND COMPETITION MAY HAVE A SIGNIFICANT IMPACT ON YOUR RESULTS.

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ITEM 20 LIST OF OUTLETS

**FRANCHISED
STORE STATUS SUMMARY
FOR LAST THREE FISCAL YEARS
2004/2003/2002**

State	Transfers	Canceled or Terminated	Not Renewed	Reacquired by Franchisor	Left System Other	Total From Left Columns	Franchises Operating at Fiscal Year End
AL					1/1/0	1/1/0	2/3/4
AR					3/0/0	3/0/0	0/3/0
CA							5/3/1
CO	0/2/0				0/1/0	0/3/0	3/2/3
CT	1/1/0				3/0/0	4/1/0	1/4/5
FL	7/3/0				1/3/2	8/6/2	24/20/18
GA	0/2/0				0/1/0	0/3/0	14/14/14
IA					0/1/0	0/1/0	0/0/1
IL	0/1/0				0/2/1	0/3/1	4/3/4
IN							3/3/3
KS	0/1/0				0/1/0	0/2/0	1/1/1
KY							1/1/1
LA					0/1/0	0/1/0	0/0/1
MA	1/2/0				3/2/0	4/4/0	3/6/8
MD	1/0/0					1/0/0	4/4/3
ME							1/1/1
MN	0/2/0					0/2/0	2/2/1
MO	1/0/0				2/2/0	3/2/0	4/6/6
MS	2/1/0				1/0/0	3/1/0	3/3/3
NC	1/0/0				0/1/0	1/1/0	9/9/9
NE					1/0/0	1/0/0	1/2/2
NJ	2/3/0				0/2/0	2/5/0	2/2/4
NV							2/2/1
NY					1/0/1	1/0/1	0/1/1
OH	0/2/0				1/2/0	1/4/0	13/10/11
PA	1/1/0	0/1/1			1/2/0	2/4/0	2/3/5
RI					1/0/0	1/0/0	0/1/0
SC					1/0/0	1/0/0	6/6/0
SD					1/0/0	1/0/0	0/1/0
TN					3/0/0	3/0/0	6/6/0
VA	2/0/0	0/1/0				2/1/0	6/6/3
VT					0/1/0	0/1/0	0/0/1
WI	0/3/0				2/1/0	2/4/0	6/6/5
Total	19/24/0	0/2/0	0	0	26/28/1	45/54/1	128/135/135

* Note: All numbers are as of December 31 for each year. The numbers in the "Total" column may exceed the number of stores affected because several events may have affected the same store. For example, the same store may have had multiple owners.

Our franchisees are listed on Exhibit D. All of the franchisees who, in the last fiscal year, had a franchise terminated, canceled, not renewed or who has otherwise voluntarily or involuntarily ceased to do business or who has not communicated with us within a ten-week period preceding, if any, are listed in Exhibit D.

STATUS OF COMPANY OWNED STORES
FOR FISCAL YEARS 2004/2003/2002

State	Stores Closed During Fiscal Year	Stores Opened During Fiscal Year	Total Stores
MO	2/0/0	0/2/0	0/0/2
VA		0/1/0	1/1/1
TOTAL	2/0/0	0/3/0	1/3/0

PROJECTED OPENINGS AS OF DECEMBER 31, 2005

State	Franchise Agreement Signed, but Business Not Opened	Projected Franchises in Next Fiscal Year Projected	Company-Owned Stores Opening in Next Fiscal Year
Alabama		1	
Alaska		1	
Arizona		1	
Arkansas		1	
California		1	
Colorado		1	
Connecticut		1	
Delaware		1	
Florida	2	1	
Georgia		1	
Idaho		1	
Illinois		1	
Indiana		1	
Iowa		1	
Kansas		1	
Kentucky		1	
Louisiana		1	
Maine		1	
Maryland		1	
Massachusetts		1	
Michigan		1	
Minnesota		1	
Mississippi		1	
Missouri		1	

State	Franchise Agreement Signed, but Business Not Opened	Projected Franchises in Next Fiscal Year Projected	Company-Owned Stores Opening in Next Fiscal Year
Montana		1	
Nebraska		1	
Nevada		1	
New Hampshire		1	
New Jersey		1	
New Mexico		1	
New York		1	
North Carolina		1	
North Dakota		1	
Ohio		1	
Oklahoma		1	
Oregon		1	
Pennsylvania		1	
Rhode Island		1	
South Carolina		1	
South Dakota		1	
Tennessee		1	
Texas		1	
Utah		1	
Vermont		1	
Virginia		1	
Washington		1	
West Virginia		1	
Wisconsin		1	
Wyoming		1	
TOTAL	2	49	

ITEM 21 FINANCIAL STATEMENTS

Attached to this Circular as Exhibit G are:

Our audited financial statements as of December 31, 2002 (dated March 28, 2003, except for the fourth paragraph of Note 5, as to which the date is May 15, 2003), December 31, 2003 (dated March 19, 2004) and December 31, 2004.

Attached to this Circular as Exhibit H are:

Unaudited financial statements as of December 31, 2004.

ITEM 22 CONTRACTS

The following are attached to this Circular:

Exhibit A - Franchise Agreement

Exhibit B - Promissory Note and Guarantee

Exhibit IV of the Franchise Agreement – Sub-License Agreement

ITEM 23 RECEIPT

See Exhibit I.