

# SECURITIES AND EXCHANGE COMMISSION

## FORM S-1/A

General form of registration statement for all companies including face-amount certificate companies [amend]

Filing Date: **2013-01-28**  
SEC Accession No. [0001165527-13-000107](#)

([HTML Version](#) on [secdatabase.com](#))

### FILER

#### **ARROW CARS INTERNATIONAL INC**

CIK: **1559001** | IRS No.: **000000000** | State of Incorporation: **FL** | Fiscal Year End: **1231**  
Type: **S-1/A** | Act: **33** | File No.: **333-184611** | Film No.: **13551388**  
SIC: **7510** Auto rental & leasing (no drivers)

Mailing Address  
CARRETERA DE COIN 42  
CHURRIANA  
MALAGA U3 29140

Business Address  
CARRETERA DE COIN 42  
CHURRIANA  
MALAGA U3 29140  
3212000142

Registration No. 333-184611

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

AMENDMENT NO. 2

to  
FORM S-1  
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

Arrow Cars International Inc.  
(Name of small business issuer in its charter)

<TABLE>		
<CAPTION>		
<S>	<C>	<C>
Florida	7510	99-0374918
(State or jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)
</TABLE>		

Calle del Escritor Herrera Santaolalla, No. 2  
Churriana, Malaga, Spain 29140  
Telephone (0034) 952623297  
(Address and telephone number of registrant's principal executive offices)

Jeremy D. Harris  
President  
Calle del Escritor Herrera Santaolalla, No 2  
Churriana, Malaga, Spain 29140  
Telephone (0034) 952623297  
(Name, address and telephone number of registrant's agent for service)

Copies to:  
David E. Wise, Esq.  
Law Offices of David E. Wise, P.C.  
9901 IH-10 West, Suite 800  
San Antonio, Texas 78230  
Telephone: (210) 558-2858  
Facsimile: (210) 579-1775  
Email: Wiselaw@verizon.net

Approximate date of proposed sale to the public: As soon as practicable after this Registration Statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act Registration Statement number of the earlier effective Registration Statement for the same offering.  \_\_\_\_\_

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act Registration Statement number of the earlier effective Registration Statement for the same offering.  \_\_\_\_\_

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act Registration Statement number of the earlier effective Registration Statement for the same offering.  \_\_\_\_\_

If delivery of the prospectus is expected to be made pursuant to Rule 434, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company.

Large accelerated filer  Accelerated filer   
Non-accelerated filer  Smaller reporting company

<TABLE>					
<CAPTION>					
<S>	<C>	<C>	<C>	<C>	<C>
CALCULATION OF REGISTRATION FEE					

Title of Each Class of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price per Share (\$)	Proposed Maximum Aggregate Offering Price (\$)(2)	Amount of Registration Fee(\$)
Shares of Common Stock, par value \$0.001	12,500,000	\$ .40	\$5,000,000	\$682.00

</TABLE>

- (1) 12,500,000 shares are being offered by a direct offering at the price of \$.40 per share.
- (2) Estimated solely for purposes of calculating the registration fee in accordance with Rule 457 (a) of the Securities Act, based upon the maximum fixed price of the direct offering.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

THE INFORMATION IN THIS PRELIMINARY PROSPECTUS IS NOT COMPLETE AND MAY BE CHANGED. THIS PRELIMINARY PROSPECTUS IS NOT AN OFFER TO SELL THESE SECURITIES AND IT IS NOT SOLICITING AN OFFER TO BUY THESE SECURITIES IN ANY STATE WHERE THE OFFER OR SALE IS NOT PERMITTED.

SUBJECT TO COMPLETION, DATED \_\_\_\_\_, 2013

PROSPECTUS

ARROW CARS INTERNATIONAL INC.

SHARES OF COMMON STOCK

\$.40 PER SHARE

12,500,000 SHARES MAXIMUM - 2,500,000 SHARES MINIMUM

Arrow Cars International Inc. ("Company") is offering on a best-efforts basis a maximum of 12,500,000 shares of its common stock at a price of \$.40 per share. The shares are offered on a self-underwritten, "best efforts," directly through our officers and directors. The shares will be offered at a fixed price of \$.40 per share for a period not to exceed 180 days from the date of this prospectus. There is no minimum number of shares required to be purchased by an investor. We intend to open a standard bank checking account at Wells Fargo Bank to be used only for the deposit of funds received from the sale of shares in this offering. The foregoing account is not an escrow, trust or similar account. It is merely a separate account under our control where we have segregated your funds. As a result, creditors could attach the funds.

We are offering a minimum of 2,500,000 up to a maximum of 12,500,000 shares of our common stock in a direct public offering on a best efforts basis, without any involvement of underwriters or broker-dealers. The offering price is \$.40 per share. In the event that 2,500,000 shares are not sold within 180 days, all money received by us will be promptly returned to you without interest or deduction of any kind. In the event that the maximum of 12,500,000 shares of our common stock are sold prior to 180 days after the date of our prospectus, we will terminate this offering. The maximum time during which shares may be sold pursuant to this offering is 180 days from the date of our prospectus. We will not extend this offering beyond such 180 day period. See "Use of Proceeds" and "Plan of Distribution."

No commission or other compensation related to the sale of the shares will be paid to our officers and directors. Our officers and directors will not register as a broker-dealer with the Securities and Exchange Commission in reliance on Rule 3a4-1 of the Securities Exchange Act. The intended methods of communication include, without limitation, telephone and personal contact. For more information, see the section titled "Plan of Distribution" herein.

No officer and director of the issuer or any affiliated parties thereof will purchase shares in this offering.

Any investment in the shares offered herein involves a high degree of risk. You should only purchase shares if you can afford a complete loss of your investment.

Prior to this offering, there has been no public market for our common stock. In the event that we sell at least the minimum number of shares in this

offering, of which there is no assurance, we intend to have our shares of common stock quoted on the Over the Counter Bulletin Board operated by the Financial Industry Regulatory Authority ("FINRA"). There is no assurance that our shares will ever be quoted on the Over the Counter Bulletin Board.

We are an "emerging growth company" as that term is defined in the Jumpstart Our Business Startups Act of 2012 ("JOBS Act") and, as such, may elect to comply with certain reduced public company reporting requirements for future filings. Please refer to our discussions under "Summary of Our Offering" on page 5 and "Risk Factors" on page 7.

INVESTING IN OUR COMMON STOCK INVOLVES RISKS. SEE "RISK FACTORS" STARTING AT PAGE 7.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

	Number of Shares -----	Offering Price -----	Underwriting Discounts and Commissions -----	Proceeds to the Company -----
Per Share	1	\$ .40	\$0.00	\$ .40
Maximum	12,500,000	\$ .40	\$0.00	\$5,000,000
Minimum	2,500,000	\$ .40	\$0.00	\$1,000,000

We do not intend to use this offering prospectus before the effective date of our registration statement.

The date of this prospectus is \_\_\_\_\_, 2013.

	Page No. -----
SUMMARY OF OFFERING	3
RISK FACTORS	7
TAX CONSIDERATIONS	14
USE OF PROCEEDS	14
DETERMINATION OF OFFERING PRICE	15
DILUTION OF THE PRICE YOU PAY FOR YOUR SHARES	15
MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS	16
PLAN OF DISTRIBUTION; TERMS OF THE OFFERING	17
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND PLAN OF DEVELOPMENT STAGE ACTIVITIES	20
BUSINESS	30
MANAGEMENT	36
EXECUTIVE COMPENSATION	38
PRINCIPAL SHAREHOLDERS	39
DESCRIPTION OF SECURITIES	40
CERTAIN RELATIONSHIPS AND TRANSACTIONS	41
SECURITIES AND EXCHANGE COMMISSION POSITION ON INDEMNIFICATION	42
EXPERTS	42
LEGAL MATTERS	42
AVAILABLE INFORMATION	42
FINANCIAL STATEMENTS	42

2  
SUMMARY OF OUR OFFERING

You should read the following summary together with the more detailed

business information, financial statements and related notes that appear elsewhere in this prospectus. In this prospectus, unless the context otherwise denotes, references to "we," "us," "our," "Arrow Cars" and "Company" are to Arrow Cars International Inc. and our wholly-owned subsidiary, Arrow Cars SL.

#### OUR BUSINESS

We were incorporated on March 8, 2012, in the State of Florida. On April 4, 2012, we acquired 100% of the shares of Arrow Cars SL, a Spanish corporation, pursuant to a Plan and Agreement of Reorganization ("Reorg Plan"). Pursuant to the Reorg Plan, we issued a total of 27,000,000 restricted shares of common stock to three shareholders of Arrow Cars SL. We exchanged 8,982 shares of our common stock for each one (1) registered share of Arrow Cars SL. The 27,000,000 shares of common stock issued under the Reorg Plan were issued to the following persons in the amounts set forth opposite their respective names:

Jeremy Dean Harris	17,550,000 shares
Nicholas Paul Hill	5,400,000 shares
Sergio Perez Conejo	4,050,000 shares
Total Shares Issued	27,000,000 shares

We have three business models, which provide varying solutions for the difficulties in acquiring a vehicle for both business and personal use.

#### Model No. 1 - "AutoOasis - Easy Car Leasing"

Under our brand name "AutoOasis - Easy Car Leasing," Arrow Cars provides rental vehicles for long term use (28 days minimum lease) as an alternative to conventional methods of vehicle acquisition (i.e., leasing, purchasing via bank or manufacturer loans, or conventional auto rental). We do not conduct credit score checks or require credit card payments, so our clients, who are unwilling or unable to raise financing can still drive a modern, safe, economical vehicle, which may be exchanged for a new vehicle every 12 months. Model No. 1 is designed for the customer who does not want to own the vehicle so the customer does not own the leased vehicle at the end of the rental period.

#### Model No. 2 - "AutoOasis - Rent to Own"

After the vehicle has been leased for between 12 and 36 months under our AutoOasis - Easy Car Leasing program, the vehicle is then transferred to our "AutoOasis - Rent to Own" program. Customers choosing to use our AutoOasis - Rent to Own service make an initial deposit of approximately 30% of the vehicle value, followed by 36 monthly payments. One of our more popular vehicle models is the Skoda Fabia 1.4 TDI. Our current "Easy Car Leasing" 28 day rental rate for an economy group vehicle like the Skoda Fabia 1.4 TDI is \$526. The AutoOasis - Rent to Own monthly rental rate for the same group of vehicles over 36 months is \$316, including insurance of approximately \$54 per month and maintenance of approximately \$68 per month. The monthly maintenance expenses will obviously vary depending on mileage, wear and tear of a particular vehicle. Once the 36 month Rent to Own contract has expired, ownership of the vehicle is transferred to the customer. We do not conduct credit score checks or require credit card payments, so our clients, who are unwilling or unable to obtain financing, can still drive a modern, safe, economical vehicle while participating in our AutoOasis - "Rent to Own" program.

#### Model No. 3 - "Try Before You Buy"

We also offer a "Try Before You Buy" service whereby a customer who is interested in one of our AutoOasis Rent to Own vehicles can rent the car they are interested in for a 28 day trial period. If the customer is happy with the vehicle after the 28 day trial period, then the customer can "Rent to Own" it. If after the 28 day trial period, the customer does not like the vehicle, then the customer can simply return the vehicle to us. We believe our "Try Before You

3

Buy" program increases the "peace of mind" for our customers in making a major financial decision and helps to maximize our fleet utilization by reducing the "down time" of each vehicle.

#### CURRENT OPERATIONS

We are based on the Costa del Sol, Spain and our client base spreads north and east to Madrid and Costa Blanca, Spain. We call our car rental program, "AutoOasis Easy Car Leasing." We currently have a fleet of 124 vehicles, 84 of which are deployed in our long term rental business and 40 of which are deployed in our rent-to-own business. We call our rent to own program, "AutoOasis Rent to Own." Our long term rental fleet consists primarily of vehicles from the current

and immediately preceding model years. We purchase our vehicles through auto dealers and finance our vehicle acquisitions through a number of credit facilities.

Once the vehicles in our AutoOasis Easy Car Rental program are between one and three years old, we deploy them to our AutoOasis Rent to Own program where we sell them under a rent to own contract of 36 months duration (with no credit checks and the option to return the car, if necessary, without penalty if the contract purchaser's circumstances change, such as when the customer can no longer meet the monthly payments due to lack of employment or their own business' poor performance. In any case, the customer can return the vehicle at any time and for any reason without penalty.

Our Rent to Own program offers us additional benefits:

1. Allows us to maintain a modern fleet of rental cars, while providing us the ability to dispose of older vehicles at better prices than we would likely realize as trade-in value or from sales to third parties. In Spain, trade in values are lower than retail values.
2. Provides another income stream due to the financing, insurance and maintenance profit realized from the Rent to Own contracts.

Our long term rentals range from four weeks (28 days). Our long term contracts are generally 28 day renewal contracts. We rent our cars for \$420 to \$800 per four weeks depending on car size and available options, as well as length of the rental contract. Since 2005, the average long term rental for our cars has been seven months. Since acquiring our own fleet in July 2009, the average 28 day rental amount for our cars has been \$495 and our average fleet utilization has been 92%.

Our car rental fleet consists of cars manufactured by Seat (Leon, Ibiza, Altea and Exeo) and Skoda (Fabia). Seat and Skoda are owned by VAG (Volkswagen Audi Group) and are assembled in the country of the brand origin. Our Kangoo cars are manufactured by Renault. Our Doblo and Panda cars are manufactured by Fiat.

HOW DOES AUTOOASIS "EASY CAR LEASING" WORK?

- 1) The customer chooses their preferred vehicle.
- 2) The customer provides us with (a) current driving permit, (b) valid passport and (c) proof of address.
- 3) A \$200 security deposit is paid along with the first 28 day rental payment (payment in advance before taking the vehicle).
- 4) The customer either (a) returns the vehicle at the end of the contract or (b) renews the contract for another 28 day period and so on for as long as the customer's wishes (payment is taken before a new rental contract is executed).

The customer can exchange for a larger, smaller or more economical vehicle at any time, according to their requirements (subject to availability).

All insurance costs, maintenance costs, and a replacement vehicle (in the event of a breakdown or accident) are included in the rental price. The customer DOES NOT OWN the car at the end of the contract.

HOW AUTOOASIS "RENT TO OWN" WORKS?

- 1) The customer chooses their preferred vehicle.
- 2) A 30% deposit (of the value of the car) is paid upfront; the balance is paid in 36 monthly installments - THE DEPOSIT ACTS AS A "FILTER,"

4

CONFIRMING THE CLIENT CAN (A) AFFORD THE CAR AND (B) GAIN "PRIDE OF OWNERSHIP," INSURING THE CLIENT WILL TREAT THE CAR WITH RESPECT.

- 3) To be sure the vehicle is correctly insured, full insurance is provided by Arrow Cars at the customer's expense. The customer can choose to pay either annually or monthly (another income stream).
- 4) To be sure the vehicle is correctly maintained, servicing and repairs are undertaken by Arrow Cars at the customer's expense. Payment for maintenance, servicing and repairs is either due when a service is performed or monthly in advance by signing a service schedule contract (another income stream to us).
- 5) Upon receipt of the final payment, ownership of the vehicle is transferred to the customer.
- 6) Once the Rent to Own contract has expired, the customer can choose to

return the vehicle and pick up another car from the AutoOasis Rent to Own fleet and begin the rent to own process again. The value of vehicles returned to us from the Rent to Own program will be determined according to the mileage, condition, age, market value and cost of repairs, etc. The value of the returned vehicle will be used to offset the deposit required to begin a new Rent to Own contract. If the value of the returned vehicle is less than the initial 30% deposit required for the Rent to Own program, the customer will have to make up the difference by paying additional cash. If the value of the returned vehicle is greater than the initial 30% deposit, the extra amount will be deducted from the Rent to Own contract by either reducing the total contract period or reducing monthly rental amounts, whichever the customer desires. The returned car will be restored to a saleable condition and be "resold" under a new Rent to Own contract.

For our fiscal year ended December 31, 2011 and 2010, we realized a net loss of \$318,607 and \$97,053 respectively. For the nine month period ended September 30, 2012 and September 30, 2011, we realized a net loss of \$38,535, and \$217,218, respectively.

Our monthly "burn rate," the amount of expenses we expect to incur on a monthly basis, is approximately \$56,250 during the 180 days during which this offering will be made. We will fund these expenses from our normal operations.

In order to complete our plan of operations, we estimate that \$1,000,000 in gross funds from this offering will be required. The source of such funds is anticipated to be the gross proceeds from this offering. If we fail to generate \$1,000,000 from this offering, we may not be able to fully carry out our plan of operations.

Assuming we raise the minimum amount of \$1,000,000 in this offering, we believe we can satisfy our cash requirements during the next 12 months and begin to implement our business plan, but at a slower pace than if we raise the maximum amount in this offering.

Assuming we raise the maximum amount of \$5,000,000 in this offering, we believe we can fully implement our business plan.

#### EMERGING GROWTH COMPANY STATUS

We are an "emerging growth company," as defined in the JOBS Act. For so long as we are an "emerging growth company," we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies," including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding advisory "say-on-pay" votes on executive compensation and shareholder advisory votes on golden parachute compensation.

Under the JOBS Act, we will remain an "emerging growth company" until the earliest of:

- \* The last day of the fiscal year during which we have total annual gross revenues of \$1 billion or more;
- \* The last day of the fiscal year following the fifth anniversary of the completion of this offering;
- \* The date on which we have, during the previous three-year period, issued more than \$1 billion in non-convertible debt; and

5

- \* The date on which we are deemed to be a "large accelerated filer" under the Securities Exchange Act of 1934 ("Exchange Act"). We will qualify as a large accelerated filer as of the first day of the fiscal year after we have (i) more than \$700 million in outstanding common equity held by our non-affiliates and (ii) been public for at least 12 months. The value of our outstanding common equity will be measured each year on the last day of our second fiscal quarter.

Section 107 of the JOBS Act provides that we may elect to utilize the extended transition period for complying with new or revised accounting standards and such election is irrevocable if made. As such, we have made the decision to use the extended transition period for complying with new or revised accounting standards under Section 102(b)(1) of the JOBS Act. Please refer to our discussion on page 7 under "Risk Factors" of the effect on our financial statements of such election.

We believe the proceeds from the offering will allow us to operate for at least twelve months, whether the minimum or maximum is raised. However, the extent of our operations will be less if we only raise the minimum. Our principal and executive offices are located at Calle del Escritor Herrera Santaolalla, No. 2, Churriana, Malaga, Spain 29140.

Our telephone number is (0034) 952623297. Our corporate website is [www.autooasisseurope.com](http://www.autooasisseurope.com).

Our fiscal year end is December 31.

#### THE OFFERING

Following is a brief summary of this offering:

Securities being offered: A minimum of 2,500,000 shares of common stock and a maximum of 12,500,000 shares of common stock

Offering price per share: \$.40

Offering period: The shares are being offered for a period not to exceed 180 days. In the event we do not sell the minimum of 2,500,000 shares before the expiration date of the offering, all funds raised will be promptly returned to the investors, without interest or deduction.

Net proceeds to our company: Approximately \$1,000,000 assuming the minimum number of shares is sold. Approximately, \$5,000,000, assuming the maximum number of shares is sold.

Use of proceeds: We intend to use the proceeds to pay for offering expenses, the implementation of our business plan and for working capital.

Number of shares outstanding before the offering: 30,450,000

Number of shares outstanding after the offering if the minimum 2,500,000 shares are sold: 32,950,000

Number of shares outstanding after the offering if all 12,500,000 shares are sold: 42,950,000

#### 6

#### RISK FACTORS

INVESTING IN OUR COMMON STOCK INVOLVES A HIGH DEGREE OF RISK AND YOU SHOULD BE ABLE TO BEAR THE COMPLETE LOSS OF YOUR INVESTMENT. YOU SHOULD CAREFULLY CONSIDER THE RISKS DESCRIBED BELOW, THE OTHER INFORMATION IN THIS PROSPECTUS AND THE DOCUMENTS INCORPORATED BY REFERENCE HEREIN WHEN EVALUATING OUR COMPANY AND OUR BUSINESS. IF ANY OF THE FOLLOWING RISKS ACTUALLY OCCUR, OUR BUSINESS COULD BE HARMED. IN SUCH CASE, THE TRADING PRICE OF OUR COMMON STOCK COULD DECLINE AND INVESTORS COULD LOSE ALL OR A PART OF THE MONEY PAID TO BUY OUR COMMON STOCK.

#### FORWARD-LOOKING STATEMENTS

Certain statements contained in this Prospectus may be considered forward-looking statements. The forward-looking statements contained herein are subject to known assumptions and other factors that may cause our actual results, performance or achievements to be materially different from those expressed or implied by any such forward-looking statements. Forward-looking statements include information concerning our future financial performance, business strategy, projected plans and objectives. These statements may be identified by the fact that they do not relate to historical or current facts and may use words such as "believes," "expects," "anticipates," "will," "should," "could," "may," "would," "intends," "projects," "estimates," "plans," and similar words, expressions or phrases. The following important factors and assumptions could affect our future results and could cause actual results to differ materially from those expressed in such forward-looking statements:

- \* the high level of competition in the vehicle rental industry and the impact such competition may have on pricing and rental volume;
- \* an increase in our fleet costs as a result of an increase in the cost of new vehicles, disruption in the supply of new vehicles, and/or a decrease in the price at which we dispose of used vehicles either in the used vehicle market or under repurchase or guaranteed depreciation programs;
- \* any reduction in travel demand, including any reduction in airline passenger traffic;
- \* any weakness in economic conditions generally;
- \* our ability to continue to achieve and maintain cost savings and successfully implement our business strategies;
- \* our ability to obtain financing for our operations, including the funding of our vehicle fleet;
- \* an occurrence or threat of terrorism, pandemic disease, natural disasters or military conflict in the locations in which we operate;



- \* our dependence on third-party distribution channels, third-party suppliers of other services and co-marketing arrangements with third parties;
- \* our ability to accurately estimate our future results;
- \* a major disruption in our communication networks or information systems;
- \* our exposure to uninsured claims in excess of historical levels;
- \* our failure or inability to comply with laws, regulations or contractual obligations or any changes in laws, regulations or contractual obligations, including with respect to personally identifiable information;
- \* any impact on us from the actions of our licensees, dealers and independent contractors;
- \* substantial increases in the cost, or decreases in the supply, of fuel, vehicle parts, energy, labor or other resources on which we depend to operate our business;
- \* risks related to tax obligations and the effect of future changes in accounting standards;
- \* risks related to future acquisitions or investments that we may pursue, including any incurrence of incremental indebtedness to help fund such transactions and our ability to promptly and effectively integrate any acquired businesses; and
- \* other business, economic, competitive, governmental, regulatory, political or technological factors affecting our operations, pricing or services.

7

We operate in a continuously changing business environment and new risk factors emerge from time to time. New risk factors, factors beyond our control, or changes in the impact of identified risk factors may cause actual results to differ materially from those set forth in any forward-looking statements. Accordingly, forward-looking statements should not be relied upon as a prediction of actual results. The discussion and analysis contained in "Management's Discussion and Analysis of Financial Condition and Results of Operations" set forth in this prospectus may contain forward-looking statements and involve uncertainties that could cause actual results to differ materially from those projected in the forward-looking statements. Such statements are based upon assumptions and known risks and uncertainties. Although we believe that our assumptions are reasonable, any or all of our forward-looking statements may prove to be inaccurate and we can make no guarantees about our future performance. Should unknown risks or uncertainties materialize or underlying assumptions prove inaccurate, actual results could materially differ from past results and/or those anticipated, estimated or projected. Except to the extent of our obligations under the federal securities laws, we undertake no obligation to release any revisions to any forward-looking statements, to report events or to report the occurrence of unanticipated events.

#### RISKS RELATED TO OUR BUSINESS

WE ARE AN "EMERGING GROWTH COMPANY" AND ANY DECISION ON OUR PART TO COMPLY ONLY WITH CERTAIN REDUCED DISCLOSURE REQUIREMENTS APPLICABLE TO "EMERGING GROWTH COMPANIES" COULD MAKE OUR COMMON STOCK LESS ATTRACTIVE TO INVESTORS.

We are an "emerging growth company," as defined in the JOBS Act, and, for so long as we continue to be an "emerging growth company," we may choose to take advantage of exemptions from various reporting requirements applicable to other public companies that are not "emerging growth companies," including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act of 2002, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirement of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. We may remain an "emerging growth company" for up to five full fiscal years following our initial public offering or until the last day of the first fiscal year in which our annual gross revenues exceed \$1 billion, (ii) the date that we become a "large accelerated filer," as defined in Rule 12b-2 of the Exchange Act, which would occur if the market value of our common stock that is held by non-affiliates exceeds \$700 million as of the last day of our most recently completed second fiscal quarter, or (iii) the date on which we have issued more than \$1 billion in non-convertible debt during the preceding three year period..

In addition, Section 107 of the JOBS Act also provides that an "emerging growth company" can take advantage of the extended transition period provided by Section 7(a)(2)(B) of the Securities Act of 1933 for complying with new or revised accounting standards. In other words, an "emerging growth company" can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected to opt in to the extended transition period for complying with the revised accounting standards.

We cannot predict if investors will find our common stock less attractive because we may rely on these exemptions. If some investors find our common stock less attractive as a result of our reduced disclosures, there may be less active trading in our common stock (assuming a market ever develops) and our stock price may be more volatile.

Under the JOBS Act, emerging growth companies can also delay adopting new or revised accounting standards until such time as those standards apply to private companies. We have elected to avail ourselves of this exemption from new or revised accounting standards and, therefore, will not be subject to the same new or revised accounting standards as other public companies that are not emerging growth companies.

BECAUSE WE HAVE ELECTED TO DEFER COMPLIANCE WITH NEW OR REVISED ACCOUNTING STANDARDS, OUR FINANCIAL STATEMENT DISCLOSURE MAY NOT BE COMPARABLE TO SIMILAR COMPANIES.

8

We have elected to use the extended transition period for complying with new or revised accounting standards under Section 102(b)(1) of the JOBS Act. This allows us to delay the adoption of new or revised accounting standards that have different effective dates for public and private companies until those standards apply to private companies.

OUR STATUS AS AN "EMERGING GROWTH COMPANY" UNDER THE JOBS ACT MAY MAKE IT MORE DIFFICULT TO RAISE CAPITAL AS AND WHEN WE NEED IT.

Because of the exemptions from various reporting requirements provided to us as an "emerging growth company" and because we will have an extended transition period for complying with new or revised accounting standards, we may be less attractive to investors and it may be difficult for us to raise additional capital as and when we need it. Investors may be unable to compare our business with other companies in our industry if they believe that our financial accounting is not as transparent as other companies in our industry. If we are unable to raise additional capital as and when we need it, our financial condition and results of operations may be materially and adversely affected.

WE DO NOT HAVE AN INDEPENDENT AUDIT OR COMPENSATION COMMITTEE, THE ABSENCE OF WHICH COULD LEAD TO CONFLICTS OF INTEREST OF OUR OFFICERS AND DIRECTORS AND WORK AS A DETRIMENT TO OUR SHAREHOLDERS.

We do not have an independent audit or compensation committee. The absence of an independent audit and compensation committee could lead to conflicts of interest of our officers and directors, which could work as a detriment to our shareholders.

THE HIGH LEVEL OF COMPETITION IN THE VEHICLE RENTAL INDUSTRY MAY LEAD TO REDUCED RENTAL VOLUMES AND INCREASED PRICING PRESSURE, WHICH COULD HAVE AN ADVERSE IMPACT ON OUR RESULTS OF OPERATIONS.

The vehicle rental industry in Spain is highly competitive. We believe that price is one of the primary competitive factors in the vehicle rental industry in Spain. Our competitors may seek to compete aggressively on the basis of pricing. We risk losing rental volume to the extent that our competitors reduce their pricing and we do not match or remain within a reasonably competitive margin of our competitors pricing, or if price increases we seek to implement make us less competitive. We could be further impacted if we are unable to adjust the size of our rental fleet in response to fluctuations in demand.

WE MAY NOT BE SUCCESSFUL IN IMPLEMENTING OUR BUSINESS STRATEGIES.

For 2013, our objective is to focus on growing our business profitably, strengthening our position as a provider of vehicle rental services and maintaining and enhancing efficiencies achieved through process improvement and other actions, including certain core strategic initiatives, expanding our revenue sources, capturing incremental profit opportunities, and controlling costs and promoting efficiencies. If we are unsuccessful in implementing these initiatives, our financial condition, results of operations and cash flows could be adversely affected.

WE FACE RISKS RELATED TO LIABILITY AND INSURANCE.

Our businesses expose us to claims for personal injury, death and property damage related to the use of our vehicles. We may become exposed to uninsured liability at levels in excess of our historical levels resulting from unusually high losses or otherwise. In addition, liabilities in respect of existing or future claims may exceed the level of our reserves and/or our insurance, which could adversely impact our financial condition and results of operations. Furthermore, insurance with unaffiliated carriers may not continue to be available to us on economically reasonable terms or at all. Should we experience significant liability for which we did not plan, our results of operations and financial position could be negatively impacted.

CHANGES IN THE LAWS AND REGULATIONS IN THE JURISDICTIONS IN WHICH WE OPERATE, INCLUDING LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INSURANCE

9

PRODUCTS THAT WE MAY SELL, CONSUMER PRIVACY, DATA SECURITY, EMPLOYMENT MATTERS, TAXES, AUTOMOBILE-RELATED LIABILITY AND INSURANCE RATES COULD AFFECT OUR OPERATIONS, DISRUPT OUR BUSINESS, INCREASE OUR EXPENSES OR OTHERWISE HAVE AN ADVERSE IMPACT ON OUR RESULTS OF OPERATIONS.

We are subject to a wide variety of laws and regulations in Spain and in the United States and changes in the level of government regulation of our business have the potential to materially alter our business practices, financial position and results of operations. Depending on the jurisdiction, those changes may come about through the issuance of new laws and regulations or changes in the interpretation of existing laws and regulations by a court, regulatory body or governmental official.

Optional insurance products that we may offer to renters in the United States, including, but not limited to, supplemental liability insurance, personal accident insurance and personal effects protection, are regulated under state laws governing such products. Any changes in U.S. or international laws that change our operating requirements with respect to optional insurance products could increase our costs of compliance or make it uneconomical to offer such products, which would lead to a reduction in revenue and profitability.

The U.S. Congress and other legislative and regulatory authorities in the United States and internationally have considered, and will likely continue to consider, numerous measures related to climate change and greenhouse gas emissions. Should rules establishing limitations on greenhouse gas emissions or rules imposing fees on entities deemed to be responsible for greenhouse gas emissions become effective, demand for our services could be affected, our fleet and/or other costs could increase, and our business could be adversely affected.

WE FACE RISKS ARISING FROM OUR HEAVY RELIANCE ON COMMUNICATIONS NETWORKS AND CENTRALIZED INFORMATION SYSTEMS.

We rely heavily on information systems, including our reservation system, to accept reservations, process rental and sales transactions, manage our fleet of vehicles, account for our activities and otherwise conduct our business. We have centralized our information systems, and we rely on communications service providers to link our systems with the business locations these systems were designed to serve. A failure of a major system, or a major disruption of communications between the system and the locations it serves, could cause a loss of reservations, interfere with our ability to manage our fleet, slow rental and sales processes and otherwise adversely affect our ability to manage our business effectively. Our systems' business continuity plans and insurance programs seek to mitigate such risks but they cannot fully eliminate the risk that a disruption could be experienced in any of our information systems.

ANY FAILURE BY US TO PROTECT CONFIDENTIAL INFORMATION OF OUR CUSTOMERS AGAINST SECURITY BREACHES, INCLUDING CYBER-SECURITY BREACHES, COULD DAMAGE OUR REPUTATION AND SUBSTANTIALLY HARM OUR BUSINESS AND RESULTS OF OPERATIONS.

Third parties may have the technology or expertise to breach the security of our customer transaction data and our security measures may not prevent physical security or cyber-security breaches, which could result in substantial harm to our business, our reputation and our results of operations. We rely on encryption and/or authentication technology licensed and, at times, administered by third parties to effect secure transmission of confidential information, including credit card numbers. Our outsource agreements with third-party service providers generally require that providers have adequate security systems in place to protect all of our customer transaction data. However, advances in computer capabilities, new discoveries in the field of cryptography or other cyber-security developments could render our security systems and technology or those employed by our third-party service providers vulnerable to a breach. In addition, anyone who is able to circumvent our security measures could misappropriate proprietary information or cause interruptions in our operations. Cyber-security risks such as malicious software and attempts to gain unauthorized access to data are rapidly evolving and could lead to disruptions in our reservation system or other data systems, unauthorized release of confidential or otherwise protected information or corruption of data. Any successful efforts by individuals to infiltrate, break into, disrupt, damage or otherwise steal from the Company's, its licensees' or its third-party service providers' security or information systems could damage our reputation and brand and expose us to a risk of loss or litigation and possible liability that could substantially harm our business and results of operations.

10

In addition, the industry that regulates the usage of credit and debit cards (the Payment Card Industry, or the "PCI") imposes strict customer credit card data security standards to ensure that our customers' credit card information is protected. Failure to meet the PCI data security standards could result in substantial increased fees to credit card companies, other liabilities and/or loss of the right to collect credit card payments, which could adversely impact our operations. Failure to protect customer credit card and other information can also result in governmental investigations or material civil or criminal liability.

WE HAVE A SUBSTANTIAL AMOUNT OF DEBT, WHICH COULD IMPAIR OUR FINANCIAL

CONDITION AND ADVERSELY AFFECT OUR ABILITY TO REACT TO FUTURE CHANGES IN OUR BUSINESS.

As of September 30, 2012, our total debt was approximately \$1,050,000 and we had \$23,000 of available letter of credit and borrowing capacity under our senior credit facilities. Our indebtedness could have important consequences, including:

- \* limiting our ability to borrow additional amounts to fund working capital, capital expenditures, debt service requirements, execution of our business strategy or acquisitions and other purposes;
- \* requiring us to dedicate a substantial portion of our cash flow from operations to pay principal and interest on our debt, which would reduce the funds available to us for other purposes; and
- \* making us more vulnerable to adverse changes in general economic, industry and competitive conditions, as well as changes in government regulation and changes to our business.

Our ability to satisfy and manage our debt obligations depends on our ability to generate cash flow and on overall financial market conditions. To some extent, this is subject to prevailing economic and competitive conditions and to certain financial, business and other factors, many of which are beyond our control. Our business may not generate sufficient cash flow from operations to permit us to pay principal, premium, if any, or interest on our debt obligations. If we are unable to generate sufficient cash flow from operations to service our debt obligations and meet our other cash needs, we may be forced to reduce or delay capital expenditures, sell or curtail assets or operations, seek additional capital or seek to restructure or refinance our indebtedness. If we must sell or curtail our assets or operations, it may negatively affect our ability to generate revenue.

IF WE FAIL TO MAINTAIN AN EFFECTIVE SYSTEM OF INTERNAL CONTROLS, WE MAY NOT BE ABLE TO ACCURATELY REPORT OUR FINANCIAL RESULTS OR PREVENT FRAUD. AS A RESULT, CURRENT AND POTENTIAL STOCKHOLDERS COULD LOSE CONFIDENCE IN OUR FINANCIAL REPORTING, WHICH WOULD HARM OUR BUSINESS AND THE TRADING PRICE OF OUR STOCK.

Effective internal controls are necessary for us to provide reliable financial reports and effectively prevent fraud. If we cannot provide reliable financial reports or prevent fraud, our brand and operating results could be harmed. We will strive to adopt and implement effective internal controls and maintain the effectiveness of our internal controls in the future.

WE ARE VULNERABLE TO THE CURRENT ECONOMIC CRISIS WHICH MAY NEGATIVELY AFFECT OUR PROFITABILITY AND ABILITY TO CARRY OUT OUR BUSINESS PLAN.

We are currently in a severe worldwide economic recession. Runaway deficit spending by the Spanish and United States governments and other countries further exacerbates the Spanish, United States and worldwide economic climate and may delay or possibly deepen the current recession. Currently, a lot of economic indicators, such as rising gasoline and commodity prices, suggest higher inflation, dwindling consumer confidence and substantially higher taxes. These possibilities could affect our company's growth. The continuing recession in Spain is placing severe constraints on the ability of all companies, particularly smaller ones like Arrow Cars, to raise capital, borrow money, operate effectively and profitably and to plan for the future. In addition, sudden disruptions in business conditions as a result of a terrorist attack similar to the events of September 11, 2001, including further attacks, retaliation and the threat of further attacks or retaliation, war, civil unrest in the Middle East, adverse weather conditions or other natural disasters, such as Hurricane Katrina, pandemic situations or large scale power outages can have a short term or, sometimes, long term impact on spending.

11

BECAUSE JEREMY D. HARRIS, OUR PRESIDENT, CHIEF EXECUTIVE OFFICER AND DIRECTOR, IS OUR LARGEST AND MOST SIGNIFICANT SHAREHOLDER, POTENTIAL CONFLICTS OF INTEREST MAY EXIST OR MAY OCCUR, WHICH COULD BE DETRIMENTAL TO OUR SHAREHOLDERS AND OUR COMPANY AND COULD DECREASE THE PRICE, MARKETABILITY AND VOLATILITY OF OUR SHARES.

Because Jeremy D. Harris, our President, Chief Executive Officer and Director, currently owns 57.6% of our common stock, he will be able to cast a majority of votes in the election of our directors, perpetuate our management and control our operations, which creates or may create a conflict of interest that could be detrimental to our shareholders and our Company and could decrease the price, marketability and volatility of our shares. If we sell the minimum 2,500,000 shares in this offering, Mr. Harris will still own 53.3% of our common stock, which will entitle him to cast a majority of votes in the election of our directors, perpetuate management and control our operations, which creates or could create a conflict of interest that could be detrimental to our shareholders and our Company, which could decrease the price, marketability and volatility of our shares. Even if we sell the maximum 12,500,000 shares in this

offering, Mr. Harris will still own 40.9% of our common stock, which may still afford him substantial voting influence in the election of directors and enable him to control our operations and possibly perpetuate our management, which creates or could create a conflict of interest that could be detrimental to our shareholders and our Company, which could decrease the price, marketability and volatility of our shares.

OUR INTELLECTUAL PROPERTY RIGHTS ARE VALUABLE AND ANY INABILITY TO PROTECT THEM COULD REDUCE THE VALUE OF OUR BRAND AND OUR BUSINESS.

We have no patents or trademarks. Our trade secrets, copyrights and our other intellectual property rights are important assets for us. There are events that are outside of our control that pose a threat to our intellectual property rights. Also, the efforts we have taken to protect our propriety rights may not be sufficient or effective. Any significant impairment of our intellectual property rights could harm our business or our ability to compete. Also, protecting our intellectual property rights could be expensive and time consuming.

#### RISKS ASSOCIATED WITH THIS OFFERING

BECAUSE WE DO NOT HAVE AN ESCROW OR TRUST ACCOUNT FOR YOUR SUBSCRIPTION, IF WE FILE FOR BANKRUPTCY PROTECTION OR ARE FORCED INTO BANKRUPTCY, OR A CREDITOR OBTAINS A JUDGMENT AGAINST US AND ATTACHES YOUR SUBSCRIPTION, YOU WILL LOSE YOUR INVESTMENT.

Your funds will not be placed in an escrow or trust account. Accordingly, if we file for bankruptcy protection or a petition for involuntary bankruptcy is filed by creditors against us, your funds will become part of the bankruptcy estate and administered according to bankruptcy laws. If a creditor sues us and obtains a judgment against us, the creditor could garnish the bank account and take possession of the subscriptions. As such, if the minimum conditions of this offering are not satisfied, it is possible that a creditor could attach your subscription which could preclude or delay the return of money to you. If that happens, you will lose your investment and your funds will be used to pay creditors.

OUR SHAREHOLDERS MAY BE DILUTED SIGNIFICANTLY THROUGH OUR EFFORTS TO OBTAIN FINANCING, FUND OUR OPERATIONS AND SATISFY OUR OBLIGATIONS THROUGH ISSUANCE OF ADDITIONAL SHARES OF OUR COMMON STOCK.

We have no committed source of financing. We will likely have to issue additional shares of our common stock to fund our operations and to implement our plan of operation. Wherever possible, our board of directors may use non-cash consideration to satisfy obligations. Our board of directors has authority, without action or vote of the shareholders, to issue all or part of the 69,575,000 authorized, but unissued, shares of our common stock. Future issuances of shares of our common stock will result in dilution of the ownership interests of existing shareholders, may further dilute common stock book value and that dilution may be material.

BECAUSE THERE IS NO PUBLIC TRADING MARKET FOR OUR COMMON STOCK, YOU MAY NOT BE ABLE TO RESELL YOUR STOCK.

12

Our common stock is not presently quoted on the Over the Counter Bulletin Board or traded in any market. Therefore, you may not be able to resell your stock.

Because the Securities and Exchange Commission imposes additional sales practice requirements on brokers who deal in our shares that will initially be classified as penny stocks, some brokers may be unwilling to trade them. This means that you may have difficulty reselling your shares and this may cause the price of our shares to decline.

Our shares would be classified as penny stocks and are covered by Section 15(g) of the Securities Exchange Act of 1934 and the rules promulgated thereunder that impose additional sales practice requirements on brokers/dealers who sell our securities in this offering or in the aftermarket. For sales of our securities, the broker/dealer must make a special suitability determination and receive from you a written agreement prior to making a sale for you. Because of the imposition of the foregoing additional sales practices, it is possible that brokers will not want to make a market in our shares. This could prevent you from reselling your shares and may cause the price of our shares to decline.

FINRA SALES PRACTICE REQUIREMENTS MAY LIMIT A STOCKHOLDER'S ABILITY TO BUY AND SELL OUR STOCK.

In addition to the "penny stock" rules described above, the Financial Industry Regulatory Authority ("FINRA") has adopted rules that require that in recommending an investment to a customer, a broker-dealer must have reasonable grounds for believing that the investment is suitable for that customer. Prior to recommending speculative low priced securities to their non-institutional customers, broker-dealers must make reasonable efforts to obtain information

about the customer's financial status, tax status, investment objectives and other information. Under interpretations of these rules, FINRA believes that there is a high probability that speculative low priced securities will not be suitable for at least some customers. FINRA requirements make it more difficult for broker-dealers to recommend that their customers buy our common stock, which may have the effect of reducing the level of trading activity and liquidity of our common stock. Further, many brokers charge higher transactional fees for penny stock transactions. As a result, fewer broker-dealers may be willing to make a market in our common stock, which may limit your ability to buy and sell our stock.

#### DEPENDENCE ON OFFICERS AND DIRECTORS AND PERSONS TO BE HIRED

Our success will be dependent to a significant degree upon the involvement of our officers and directors, who are in charge of the development and operations. It would be difficult for the Company to find adequate replacements for these key individuals. In addition, we will need to attract and retain additional talented individuals in order to carry out our business objectives. The competition for such persons will be intense and there are no assurances that these individuals will be available to us.

#### OUR COMPLIANCE WITH CHANGING LAWS AND RULES REGARDING CORPORATE GOVERNANCE AND PUBLIC DISCLOSURE MAY RESULT IN ADDITIONAL EXPENSES TO US WHICH, IN TURN, MAY ADVERSELY AFFECT OUR ABILITY TO CONTINUE OUR OPERATIONS.

Keeping abreast of, and in compliance with, changing laws, regulations and standards relating to corporate governance and public disclosure, including the Sarbanes-Oxley Act of 2002, new SEC regulations and, in the event we are ever approved for listing on either an automated quotation system or a registered exchange, any system or stock exchange rules, will require an increased amount of management attention and external resources. We intend to continue to invest all reasonably necessary resources to comply with evolving standards, which may result in increased general and administrative expenses estimated to be between \$25,000 and \$50,000 per year, and a diversion of management time and attention from revenue-generating activities to compliance and disclosure activities. This could have an adverse impact on our operations.

WE HAVE NEVER PAID DIVIDENDS ON OUR COMMON STOCK AND DO NOT INTEND TO PAY DIVIDENDS IN THE FUTURE.

13

We have never paid dividends on our common stock and do not presently intend to pay any dividends in the foreseeable future.

#### THERE ARE RISKS ASSOCIATED WITH FORWARD-LOOKING STATEMENTS.

This Prospectus contains certain forward-looking statements regarding management's plans and objectives for future operations including plans and objectives relating to our planned marketing efforts and future economic performance. The forward-looking statements and associated risks set forth in this Prospectus include or relate to, among other things, (a) our projected sales and profitability, (b) our growth strategies, (c) anticipated trends in our industry, (d) our ability to obtain and retain sufficient capital for future operations and (e) our anticipated needs for working capital. These statements may be found under "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Description of Business," in this Prospectus, as well as in this Prospectus, generally. Actual events or results may differ materially from those discussed in forward-looking statements as a result of various factors, including, without limitation, the risks outlined under "Risk Factors" and matters described in this Prospectus, generally. In light of these risks and uncertainties, there can be no assurance that the forward-looking statements contained in this Prospectus will, in fact, occur.

FOR ALL OF THE FOREGOING REASONS AND OTHER REASONS SET FORTH HEREIN, AN INVESTMENT IN OUR SECURITIES IN ANY MARKET THAT MAY DEVELOP IN THE FUTURE WILL INVOLVE A HIGH DEGREE OF RISK.

#### CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS

This Prospectus contains forward-looking statements. These statements relate to future events or future financial performance and involve known risks other factors that may cause Arrow Cars' or our industry's actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by the forward looking statements.

In some cases, you can identify forward looking statements by terminology such as "may," "will," "should," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "potential," or the negative of these terms or other comparable terminology. These statements are only predictions. Actual events or results may differ materially. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. We are under no

duty to update any of the forward-looking statements after the date of this Prospectus to confirm our prior statements to actual results.

Further, this Prospectus contains forward-looking statements that involve substantial risks. Such statements include, without limitation, all statements as to expectation or belief and statements as to our future results of operations, the progress of any product development, the need for, and timing of, additional capital and capital expenditures, partnering prospects, the protection of and the need for additional intellectual property rights, effects of regulations, the need for additional facilities and potential market opportunities.

#### TAX CONSIDERATIONS

We are not providing any tax advice as to the acquisition, holding or disposition of the common stock offered herein. In making an investment decision, investors are strongly encouraged to consult their own tax advisors to determine the U.S. federal, state and any applicable foreign tax consequences relating to their investment in our common stock.

#### USE OF PROCEEDS

Our offering is being made in a direct public offering, without any involvement of underwriters or broker-dealers, on a 2,500,000 common shares minimum, 12,500,000 common shares maximum basis. The table below sets forth the use of proceeds if 2,500,000, 6,250,000, 9,375,000 or 12,500,000 common shares in the offering are sold.

14

<TABLE>  
<CAPTION>

	Minimum	50%	75%	Maximum
<S>	<C>	<C>	<C>	<C>
NUMBER OF COMMON SHARES	2,500,000	6,250,000	9,375,000	12,500,000
Gross proceeds	\$ 1,000,000	\$ 2,500,000	\$ 3,750,000	\$ 5,000,000
Offering expenses (1)	50,000	50,000	50,000	\$ 50,000
Net proceeds	\$ 950,000	\$ 2,450,000	\$ 3,700,000	\$ 4,950,000

THE NET PROCEEDS WILL BE USED AS FOLLOWS:

For the purchase of vehicles (2)	\$ 887,500	\$ 2,261,000	\$ 3,411,000	\$ 4,536,000
Fleet insurance costs	22,800	58,800	88,500	120,000
Fleet tracking systems	7,600	19,600	29,500	40,000
Marketing	32,100	71,600	132,000	90,000
Lease of larger office	0	39,000	39,000	39,000
Settlement payment to Mr. Peter Rogers (3)	0	0	0	125,000
Total	\$ 950,000	\$ 2,450,000	\$ 3,700,000	\$ 4,950,000

</TABLE>

- 
- (1) Total estimated offering expenses of \$50,000 to be paid from the proceeds of the offering are for legal fees and auditing fees, EDGAR filer fees, SEC registration fees, FINRA filing fees, blue sky filing fees and printing costs related to this offering. No other expenses of the offering will be paid from the proceeds.
  - (2) We intend to use a substantial amount of the net proceeds of this offering to outright purchase as much of our fleet as possible in order to reduce our vulnerability to possible future increases in finance costs. Our average vehicle cost is \$12,500.
  - (3) See discussion under heading "Legal Proceedings" in the "BUSINESS" section of this prospectus.

We believe the proceeds from the offering will allow us to operate for at least twelve months if only the minimum amount is raised, including filing reports with the Securities and Exchange Commission, as well as the business activities contemplated by our business plan.

#### DETERMINATION OF OFFERING PRICE

The price of the shares we are offering was arbitrarily determined in order for us to raise a minimum of \$1,000,000 in this offering. The offering price bears no relationship to our assets, earnings, book value or other criteria of value. Among the factors we considered were:

- \* the proceeds to be raised by the offering;
- \* the amount of capital to be contributed by purchasers in this offering in proportion to the amount of stock to be retained by our existing

stockholders; and  
\* our relative cash requirements.

#### DILUTION OF THE PRICE YOU PAY FOR YOUR SHARES

Dilution represents the difference between the offering price and the net tangible book value per share immediately after completion of this offering. Net tangible book value is the amount that results from subtracting total liabilities and intangible assets from total assets. Dilution arises mainly as a result of our arbitrary determination of the offering price of our shares being offered. Dilution of the value of our shares you purchase is also a result of the lower book value of our shares held by our existing stockholders.

As of September 30, 2012, the net tangible book value of our shares of common stock was \$70,117 or approximately \$.002 per share based upon 30,450,000 shares outstanding.

#### IF THE MAXIMUM NUMBER OF SHARES ARE SOLD

Upon completion of this offering if all 12,500,000 of our shares are sold, the net tangible book value of the 42,950,000 shares to be outstanding will be \$4,788,850 or approximately \$.111 per share. The net tangible book value of our

15

shares held by our existing stockholders will be increased by \$.110 per share without any additional investment on their part. You will incur an immediate dilution of \$.289 per share.

After completion of this offering, if 12,500,000 shares are sold, investors in this offering will collectively own 29.12% of the total number of outstanding shares for which they will have made an aggregate cash investment of \$5,000,000, or \$.40 per share. Our existing stockholders will own 70.88% of the total number of outstanding shares for which they have made cash or asset contributions totaling \$175,595 or approximately \$.0058 per share.

#### IF 75% OF THE SHARES ARE SOLD

Upon completion of this offering if 9,375,000 (75%) of the shares being offered in this offering are sold, the net tangible book value of the 39,825,000 shares to be outstanding will be \$3,538,850 or approximately \$.089 per share. The net tangible book value of our shares held by our existing stockholders will be increased by \$.088 per share without any additional investment on their part. You will incur an immediate dilution of \$.282 per share.

After completion of this offering, if 9,375,000(75%) of the shares being offered in this offering are sold, investors in this offering will collectively own 30.78% of the total number of outstanding shares for which they will have made an aggregate cash investment of \$3,750,000, or \$.40 per share. Our existing stockholders will own 69.22% of the total number of outstanding shares for which they have made cash or asset contributions totaling \$175,595 or approximately \$.058 per share.

#### IF 50% OF THE SHARES ARE SOLD

Upon completion of this offering if 6,250,000 (50%) of the shares being offered in this offering are sold, the net tangible book value of the 36,700,000 shares to be outstanding will be \$2,288,850 or approximately \$.062 per share. The net tangible book value of our shares held by our existing stockholders will be increased by \$.061 per share without any additional investment on their part. You will incur an immediate dilution of \$.338 per share.

After completion of this offering, if 6,250,000(50%) of the shares being offered in this offering are sold, investors in this offering will collectively own 17% of the total number of outstanding shares for which they will have made an aggregate cash investment of \$2,500,000, or \$.40 per share. Our existing stockholders will own 83% of the total number of outstanding shares for which they have made cash or asset contributions totaling \$175,595 or approximately \$.058 per share.

#### IF THE MINIMUM NUMBER OF SHARES ARE SOLD

Upon completion of this offering, in the event 2,500,000 of the shares are sold, the net tangible book value of the 32,950,000 shares then outstanding will be \$788,850, or approximately \$.023 per share. The net tangible book value of our shares held by our existing stockholders will be increased by \$.022 per share without any additional investment on their part. Persons who invest in this offering will incur an immediate dilution of \$.377 per share.

After completion of this offering, if 2,500,000 shares are sold, investors in this offering will collectively own approximately 7.50% of the total number of outstanding shares for which they will have made an aggregate cash investment of \$1,000,000 or \$.40 per share. Our existing stockholders will own approximately 92.5% of the total number of outstanding shares for which they have made cash and asset contributions totaling \$175,595 or approximately \$.058 per share.



## MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

As of January 28, 2013, we had 30,450,000 shares of common stock issued and outstanding.

There currently exists no public trading market for our common stock. We do not expect a public trading market will develop until we become a reporting company under the Securities Exchange Act of 1934, as amended. There can be no assurance that a public trading market will develop at that time or be sustained in the future. Without an active public trading market, investors in this offering may be unable to liquidate their shares of our common stock without considerable delay, if at all. If a market does develop, the price for our

16

shares may be highly volatile and may bear no relationship to our actual financial condition or results of operations. Factors we discuss in this prospectus, including the many risks factors associated with an investment in our Company, may have a significant impact on the market price of our common stock. Also, because of the relatively low price at which our common stock will likely trade, many brokerage firms may not effect transactions in our common stock.

### HOLDERS

As of January 28, 2013, there were 26 shareholders of record of our common stock.

### DIVIDENDS

We have not paid cash dividends on any class of common equity since formation and we do not anticipate paying any dividends on our outstanding common stock in the foreseeable future. There are no material restrictions limiting or that are likely to limit our ability to pay dividends on its outstanding securities.

### PLAN OF DISTRIBUTION; TERMS OF THE OFFERING

We are offering 12,500,000 shares of common stock on a best efforts basis, 2,500,000 shares minimum, 12,500,000 shares maximum. The offering price is \$.40 per share. Funds from this offering will be placed in a separate bank account at Wells Fargo Bank. The funds will be maintained in a separate bank until we receive a minimum of \$1,000,000 at which time, we will remove those funds and use the same as set forth in the Use of Proceeds section of this Prospectus. This account is not an escrow, trust or similar account. Your subscription will only be deposited in a separate bank account under our name. As a result, if we are sued for any reason and a judgment is rendered against us, your subscription could be seized in a garnishment proceeding and you could lose your investment, even if we fail to raise the \$1,000,000 in this offering. As a result, there is no assurance that your funds will be returned to you if the minimum offering is not reached. Any funds received by us thereafter will be immediately used by us. If we do not receive the minimum amount of \$1,000,000 within 180 days of the effective date of our registration statement, all funds will be promptly returned to you without a deduction of any kind. During the 180 day period, no funds will be returned to you. You will only receive a refund of your subscription if we do not raise a minimum of \$1,000,000 within the 180 day period referred to above. There are no broker-dealers or finders involved in our distribution. Officers, directors, affiliates or anyone involved in marketing our shares will not be allowed to purchase shares in the offering. You will not have the right to withdraw your funds during the offering. You will only have the right to have your funds returned if we do not raise the minimum amount of the offering or if there is a material change in the terms of the offering. The following bullet points contain some, but not all, of the material changes that would entitle you to a refund of your money:

- \* a change in the offering price;
- \* a change in the minimum sales requirement;
- \* a change to allow sales to affiliates in order to meet the minimum sales requirement; or
- \* a change in the amount of proceeds necessary to release the funds held in the separate bank account.

If any material changes to this offering occur, such changes will be reflected in a post-effective amendment.

We will sell the shares in this offering through our two officers and directors, who will receive no commission from the sale of any shares. They will not register as a broker-dealer under section 15 of the Securities Exchange Act of 1934 in reliance upon Rule 3a4-1. Rule 3a4-1 sets forth those conditions

under which a person associated with an issuer may participate in the offering of the issuer's securities and not be deemed to be a broker-dealer. The conditions are that:

1. The person is not statutorily disqualified, as that term is defined in Section 3(a)(39) of the Act, at the time of his or her participation; and,
2. The person is not compensated in connection with his or her participation by the payment of commissions or other remuneration based either directly or indirectly on transactions in securities;
3. The person is not at the time of his or her participation, an associated person of a broker-dealer; and,
4. The person meets the conditions of Paragraph (a)(4)(ii) of Rule 3a4-1 of the Exchange Act, in that he or she (A) primarily performs, or is intended primarily to perform at the end of the offering, substantial

17

duties for or on behalf of the issuer otherwise than in connection with transactions in securities; and (B) is not a broker or dealer, or an associated person of a broker or dealer, within the preceding twelve months; and (C) does not participate in selling and offering of securities for any issuer more than once every twelve months other than in reliance on Paragraphs (a)(4)(i) or (a)(4)(iii).

Our two officers and directors who are selling our shares in this offering, Jeremy D. Harris and Sergio Perez Conejo, are not statutorily disqualified and are not being compensated based on the amount of funds raised in this offering. They are and will continue to be our officers and directors at the end of the offering and have not been during the last twelve months and are not currently a broker-dealer or associated with a broker-dealer. They will not participate in selling and offering securities for any issuer more than once every twelve months.

After our registration statement is declared effective by the SEC, we may advertise this offering through tombstones and hold investment meetings in various states and countries where the offering will be registered. We will not utilize the Internet to advertise our offering. Our officers and directors will also distribute the prospectus to potential investors at meetings, to business associates and to their friends and relatives who are interested in a possible investment in the offering.

Management and affiliates thereof will not purchase shares in this offering to reach the minimum.

We do not have any agreements with underwriters with respect to the sale of shares in this offering. In the event the Company sells all or part of the shares offered in this prospectus to or through an underwriter, the maximum compensation paid to any such underwriter shall be 8%. In the event we make a material change to our plan of distribution, such as offering our shares through an underwriter and/or increasing the maximum compensation payable to such an underwriter, we will file a post-effective amendment to our registration statement to reflect such material change.

#### SECTION 15(G) OF THE EXCHANGE ACT - PENNY STOCK RULES

The SEC has adopted rules that regulate broker-dealer practices in connection with transactions in penny stocks. Penny stocks are generally equity securities with a price of less than \$5.00 other than securities registered on certain national securities exchanges or quoted on the OTC Bulletin Board system, provided that current price and volume information with respect to transactions in such securities is provided by the exchange or system. However, even stocks quoted on the OTC Bulletin Board system can still qualify as penny stocks. Our Common Stock will more than likely be considered a penny stock.

The penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from those rules, deliver a standardized risk disclosure document prepared by the SEC, which:

- \* contains a description of the nature and level of risk in the market for penny stocks in both public offerings and secondary trading;
- \* contains a description of the broker's or dealer's duties to the customer and of the rights and remedies available to the customer with respect to a violation to such duties or other requirements;
- \* contains a brief, clear, narrative description of a dealer market, including "BID" and "ASK" prices for penny stocks and the significance of the spread between the bid and ask price;
- \* contains a toll-free telephone number for inquiries on disciplinary actions;
- \* defines significant terms in the disclosure document or in the conduct of trading penny stocks; and
- \* contains such other information and is in such form (including language, type, size, and format) as the SEC shall require by rule or regulation.

The broker-dealer also must provide, prior to effecting any transaction in

a penny stock, the customer:

- \* with bid and offer quotations for the penny stock;
- \* the compensation of the broker-dealer and its salesperson in the transaction;
- \* the number of shares to which such bid and ask prices apply, or other comparable information relating to the depth and liquidity of the market for such stock; and

18

- \* monthly account statements showing the market value of each penny stock held in the customer's account.

In addition, the penny stock rules require that prior to a transaction in a penny stock not otherwise exempt from those rules; the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written acknowledgment of the receipt of a risk disclosure statement, a written agreement to transactions involving penny stocks, and a signed and dated copy of a written suitability statement. These disclosure requirements will have the effect of reducing the trading activity in the secondary market for our securities because it will be subject to these penny stock rules. Therefore, security holders may have difficulty selling those securities.

#### STATE SECURITIES-BLUE SKY LAWS

There is no established public market for our common stock and there can be no assurances that any market will develop in the foreseeable future. Transfer of our common stock may also be restricted under the securities laws or securities regulations promulgated by various states, commonly referred to as "blue sky" laws. Absent compliance with such individual state laws, our common stock may not be traded in such jurisdiction. Because the common stock registered hereunder has not been registered for resale under blue sky laws of every state, the holders of such shares and persons who desire to purchase them in any trading market that might develop in the future, should be aware that there may be significant state blue sky law restrictions upon the ability of investors to sell the common stock and of purchasers to purchase the common stock. Accordingly, investors may not be able to liquidate their investments and should be prepared to hold the common stock for an indefinite period of time.

We intend to apply for listing in Mergent, Inc., a leading provider of business and financial information on publicly listed and quoted companies, which, once published, will provide us with "manual" exemptions in approximately 39 states, the District of Columbia, Guam, Puerto Rico and U.S. Virgin Islands, as indicated in CCH Blue Sky Law Desk Reference at Section 6301 entitled "STANDARD MANUALS EXEMPTIONS."

Thirty-nine states, certain U.S. Territories (Guam, Puerto Rico and U.S. Virgin Islands) and the District of Columbia have what is commonly referred to as a "manual exemption" for secondary trading of securities such as those to be resold by persons who purchase shares under this Prospectus. In these states, territories and district, so long as we obtain and maintain a listing in Mergent, Inc. or Standard and Poor's Corporate Manual, secondary trading of our common stock can occur without filing, review or approval by state regulatory authorities in these states, territories and district. These 39 states are: Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, Florida, Hawaii, Idaho, Indiana, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, South Dakota, Texas, Utah, Vermont, Washington, West Virginia, Wisconsin and Wyoming. We cannot secure this listing, and thus this qualification, until after our registration statement is declared effective. Once we secure this listing, secondary trading can occur in these states without further action.

We currently do not intend to and may not be able to qualify securities for resale in other states which require shares to be qualified before they can be resold by our shareholders.

#### REGULATION M

Our officers and directors, who will sell the shares, are aware that they are required to comply with the provisions of Regulation M, promulgated under the Securities and Exchange Act of 1934, as amended. With certain exceptions, Regulation M precludes officers and/or directors, sales agents, any broker-dealers or other person who participate in the distribution of shares in this offering from bidding for or purchasing, or attempting to induce any person to bid for or purchase any security which is the subject of the distribution until the entire distribution is complete.

19

#### OFFERING PERIOD AND EXPIRATION DATE

This offering will start on the date that our registration statement is declared effective by the SEC and continue for a period of 180 days, unless

sooner completed or otherwise terminated by us. We will not accept any money until our registration statement is declared effective by the SEC.

#### PROCEDURES FOR SUBSCRIBING

We will not accept any money until our registration statement is declared effective by the SEC. Once the registration statement is declared effective by the SEC, if you decide to subscribe for any shares in this offering, you must:

1. Execute and deliver a subscription agreement, a copy of which is included with the prospectus; and
2. Deliver a check, wire transfer, bank draft or money order to us for acceptance or rejection.

All checks for subscriptions must be made payable to "Arrow Cars International Inc."

#### RIGHT TO REJECT SUBSCRIPTIONS

We have the right to accept or reject subscriptions in whole or in part, for any reason or for no reason. All monies from rejected subscriptions will be returned immediately by us to the subscriber, without interest or deductions. Subscriptions for securities will be accepted or rejected within 48 hours after we receive them.

#### MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND PLAN OF DEVELOPMENT STAGE ACTIVITIES

Arrow Cars International Inc. ("Successor", "Company", or "ACI"), a private company, was organized under the laws of Florida on March 8, 2012. Arrow Cars SL ("ACSL" or "Predecessor"), a private limited company, was organized under the laws of Spain on January 21, 2008. On April, 1, 2012, Arrow Cars SL executed a reverse recapitalization with Arrow Cars International Inc. ACI (Successor) is a holding company that conducts operations through its wholly-owned subsidiary ACSL (Predecessor). The Company's business model, described below, involves leasing and rent-to-own concepts whereby the respective clients are usually unable, unwilling, or lack credit-worthiness to purchase or lease vehicles conventionally. Clients may go through a website called [www.autooasis europe.com](http://www.autooasis europe.com) or walk-in to the offices to conduct transactions.

#### FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2012:

The Company had revenues derived for "Car rentals" amounting to \$391,642 for the period ended September 30, 2012. The cost of car rentals amounted to \$88,705. The gross profit at September 30, 2012 amounted to \$302,937. The general and administrative costs were \$325,373; these expenses were made up of the following:

Rent	\$ 40,141
Salaries	\$129,219
Professional services rendered	\$ 87,396
Bank Service charges	\$ 7,404
Marketing and Advertising	\$ 11,296
Soft costs	\$ 7,632
Other costs and services	\$ 42,285
	-----
TOTAL	\$325,373
	=====

20

Depreciation of tangible assets amounted to \$120,064.

The net operating loss for the nine months ended September 30, 2012 amounted to \$142,499. Other income and expenses, including interest paid, amounted to \$103,965, which include Auto Sales - Net of \$147,359. The net loss before taxes was \$38,535.

At September 30, 2012, the Company had 30,450,000 shares issued and outstanding, the weighted average was 20,303,935 shares; hence the loss per share was \$(0.00).

#### FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2011:

The Company had revenues derived for "Car rentals" amounting to \$525,686 for the period ended September 30, 2011. The cost of car rentals amounted to \$103,552. The gross profit at September 30, 2011 amounted to \$422,134. The general and administrative costs amounted to \$4; these expenses were made up of the following:

Rent	\$ 36,603
Salaries	\$104,067
Professional services rendered	\$ 28,359

Bank Service charges	\$ 11,191
Marketing and Advertising	\$ 9,682
Soft costs	\$ 35,193
Transportation Costs	\$137,740
Other costs and services	\$118,732
	-----
TOTAL	\$481,567
	=====

Depreciation of tangible assets amounted to \$126,421.

The net operating loss for the nine months ended September 30, 2011 amounted to \$185,854. Other income and expenses, including interest paid, amounted to \$(31,364), which include Auto Sales - Net loss of \$5,420. The net loss before taxes was \$217,218.

#### LIQUIDITY AND CAPITAL RESERVES

As of September 30, 2012, the Company had \$18,287 in cash and net cash used in operations of \$(159,557). The working capital deficit amounted to \$468,391. Finally, the Company had a Shareholders' Equity deficit amounting to \$211,150 at September 30, 2012.

The company's debt amounted to \$1,049,411; this debt was made up of \$50,106 of secured loans granted by Banco Popular, \$571,969 of credits lines with two banks (Banco Popular and Bank Inter) and finally \$427,336 of leasing contracts also financed by Banco Popular and Bank Inter. The basic terms of this debt are as follows:

21

#### BANKINTER S.A.:

##### CREDIT LINES:

##### BANKINTER CREDIT LINE 327:

Interest rate: Variable & Average EURIBOR over three months + 2.50%.  
Term: No expiry date but renewable every year.  
Use & application of loan: Revenue earning equipment - cars.  
Outstanding amount at 09/30/2012: \$257.119  
Quarterly payments: \$2.824  
Date of agreement: 11/18/2009  
Initial amount: \$257.119

##### BANKINTER CREDIT LINE 114:

Interest rate: Average EURIBOR over three months + 2.50%.  
Term: Yearly renewable.  
Use & application of loan: Revenue earning equipment - cars.  
Outstanding amount at 09/30/2012: \$257.119  
Quarterly payments: \$2.846  
Date of agreement: 08/04/2009  
Initial amount: \$321.399

##### BANKINTER LEASING CONTRACTS:

##### LEASING CONTRACT - 900017:

Interest rate: 3.34%. Variable  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$787  
Date of agreement: 08/27/2009

##### LEASING CONTRACT - 900024:

Interest rate: 2.76% - Variable.  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$528  
Date of agreement: 09/14/2009

##### LEASING CONTRACT - 900031:

Interest rate: 2.69% - Variable.  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$23  
Date of agreement: 11/24/2009

22

LEASING CONTRACT - 000026:

Interest rate: 2.71% - Variable.  
Term: 60 months  
Use & application of loan: Purchase of trackers  
Monthly payments: \$23  
Date of agreement: 01/15/2015

LEASING CONTRACT - 000033:

Interest rate: 2.72% - Variable.  
Term: 60 months.  
Use & application of loan: Purchase of trackers  
Monthly payments: \$122  
Date of agreement: 03/31/2010

LEASING CONTRACT - 000047:

Interest rate: 3.16% - Variable.  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$2,204  
Date of agreement: 06/09/2010

LEASING CONTRACT - 000054:

Interest rate: 2.72% - Variable.  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$250  
Date of agreement: 12/30/2010

LEASING CONTRACT- 100056:

Interest rate: 6.51% - Variable.  
Term: 36 months  
Use & application of loan: Purchase of car lift  
Monthly payments: \$103  
Date of agreement: 01/03/2012

LEASING CONTRACT - 200016:

Interest rate: 6.33% - Variable.  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$225  
Date of agreement: 01/20/2012

LEASING CONTRACT - 200044:

Interest rate: 4.89% - Variable.  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$1,539  
Date of agreement: 03/22/2012

23

LEASING CONTRACT - 200051:

Interest rate: 6.33% - Variable.  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$174  
Date of agreement: 04/04/2012

LEASING CONTRACT - 200065:

Interest rate: 5.73% - Variable.  
Term: 36 months  
Use: Purchase of mechanic tools  
Monthly payments: \$53  
Date of agreement: 06/20/2012

LEASING CONTRACT - 200072:

Interest rate: 6.33% - Variable.  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$133  
Date of agreement: 09/25/2012

LEASING CONTRACT - 200086:

Interest rate: 6.33% - Variable.  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$73  
Date of agreement: 10/30/2012

BANCO POPULAR ESPANOL S.A.:

BANCO POPULAR CREDIT LINE:

Interest rate: 3.00% - Variable.  
Term: 12 months renewable  
Use & application of loan: Revenue earning equipment - cars.  
Outstanding amount at 09/30/2012: \$57,739  
Monthly payments: \$470 (variable)  
Date of agreement: 07/14/2010  
Initial amount: \$38,568; increased one year later to \$57,852

BANCO POPULAR SECURED LOAN:

Interest rate: 4,997% - Fixed  
Term: 60 months  
Use: Partial cancellation of Bankinter credit line identified with number 114  
Outstanding amount at 09/30/2012: \$50,106  
Monthly payments: \$1,628  
Date of agreement: 06/02/2010  
Initial amount: \$70,707

24

BANCO POPULAR LEASINGS CONTRACTS:

There are 37 Banco Popular leasing contracts in total, of which the following contracts are all subject to the same terms and conditions:- 1402;- 1321;- 1317;- 1310; -1311;- 1318;- 1312;- 1319;- 1313;- 1320;- 1322;- 1306;- 1323;- 1324;- 1332;- 1309;- 1328;- 1308,- 1315;- 1325;- 1305;- 1316;- 1329;- 1330;- 1327;- 1333;- 1334;- 1335;- 1331 and - 1403:

Interest rate: 4.243% - Fixed interest  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$6,255  
Date of agreement: 06/02/2010

Those Banco Popular Leasing contracts identified as: - 7665, 7663, 7664, 7668, and 7669 - are all subject to the following terms and conditions:

Interest rate: 6.62% - Fixed  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$1,530  
Date of agreement: 12/29/2011

The terms and conditions of Banco Popular Leasing contract - 7666 are as follows:

Interest rate: 6.33% - Fixed  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$349  
Date of agreement: 12/29/2011

The terms and conditions of Banco Popular Leasing contract - 1073 are as follows:

Interest rate: 6.257% - Fixed  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$348  
Date of agreement: 03/15/2012

Jeremy D. Harris is the personal guarantor on approximately \$1,050,000 related to our secured loan, credit lines and leasing contracts. In addition, by virtue of Spanish law, Mr. Harris is jointly and severally liable on all of the Company's bank lines of credit and automobile leasing contracts.

This section of the prospectus includes a number of forward-looking statements that reflect our current views with respect to future events and financial performance. Forward-looking statements are often identified by words like: believe, expect, estimate, anticipate, intend, project and similar expressions, or words which, by their nature, refer to future events. You should not place undue certainty on these forward-looking statements, which apply only

as of the date of this prospectus. These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from historical results or our predictions.

The following table provides selected financial data about our Company as of September 30, 2012. For detailed financial information, see the financial statements included in this prospectus.

Balance Sheet Data:	
-----	
Cash	\$ 18,287
Total assets	\$ 981,434
Total liabilities	\$1,192,584
Shareholders' equity (deficit)	\$ 211,150

25

#### PROPOSED MILESTONES TO IMPLEMENT OUR BUSINESS OPERATION

Milestones achievable at minimum and maximum funding levels:

##### A) IF WE ACHIEVE THE MINIMUM FUNDING (\$1,000,000):

Our specific plan of operations and milestones for January 2013 through December 2013 are as follows:

DURING THE FIRST QUARTER OF 2013, WE INTEND TO:

##### SPAIN

SOURCE, ORDER AND COORDINATE DELIVERY OF THE INITIAL BATCH OF OUR EXTENDED VEHICLE FLEET.

COSTS: \$887,500. For the purchase of 71 vehicles outright.

We intend delivery of the new fleet of vehicles to be staggered over the year to help maximize fleet utilization by replacing many of our existing fleet already on long term hire. The older fleet will be transferred to "Rent to Own" clients.

##### INTRODUCE AND DEVELOP A NEW FLEET MANAGEMENT SYSTEM

COSTS \$6,500 plus 1.35% of rental revenue per month. This price would be paid after installation and testing of the system.

A semi bespoke system (designed by thermeon.com to maximize fleet efficiency) will be introduced and developed during the first quarter of 2013 in conjunction with our fleet expansion. In addition to general fleet management, The standard system is a template with the facility to fine tune certain elements allowing us to semi bespoke features to suit our model. Information entered into the system via a tablet device and networked throughout each department, can record the return of a vehicle, any damage, maintenance and cleaning required and automatically allocate the amount of time to complete the repairs. This information can be sent to each department along with a schedule of when to expect the vehicle. The reservations department can also be informed when the vehicle will be returned for rehire thus helping to maximizing fleet utilization.

Using a bar code system and a series of alerts it will automatically inform each department;

- 1) Of the scheduled repairs/preparation required.
- 2) Orders parts/materials required
- 3) When each department should expect a vehicle
- 4) The pre-determined time allocated for the work to be carried out.

##### CONTINUE TO DEVELOP OUR RELATIONSHIP WITH FINANCE AND FLEET PROVIDERS.

We intend to use a substantial amount of the net proceeds of this offering to purchase our fleet outright. However, we will continue to develop relationships with current and potential finance providers to assist future growth, if needed. Our current vehicle finance in Spain is provided by Bank Inter and Banco Popular. We are in negotiations with ABN AMRO with a view to develop a working partnership to assist in funding both our expansion in Spain and the USA.

- 1) Wells Fargo provides banking services for our company in the USA. We will begin to develop our credit score within the USA in preparation of our expansion into Florida during 2014.

26

- 2) Safa Motor, a large car dealership, supplies the majority of our fleet



in Spain. We will continue to negotiate supply and discounts for our future fleet requirements whilst growing our status with other vehicle manufacturers and dealers.

DURING THE SECOND QUARTER OF 2013, WE INTEND TO:

SPAIN

ASSIGN A MINIMUM OF TWO WORLDWIDE HOLIDAY CAR RENTAL BROKERS.

ZERO COST: The car rental brokers would be given "Net" rates and add their own commission to these rates.

In preparation for peak holiday season in Spain we will assign worldwide holiday car rental brokers to market our long term car rental product to foreign home owners in Spain staying for extended periods. As is already the case, we intend to have advance reservations for our long term car rental service, therefore maximizing fleet utilization immediately.

APPROACH SMALL TO MEDIUM SIZED BUSINESSES IN SPAIN - STAFF COSTS ONLY

Between April and July 2013, we believe that a minimum of ten companies will return their existing fleets to their current suppliers and switch over to our AutoOasis "Easy Car Leasing" program and transfer to an AutoOasis "Easy Car Leasing" fleet. We are confident our low cost/high benefit model will tempt many Spanish companies to transfer their fleet business to us. Due to contractual restrictions, the transfer process can take several months. We anticipate the transfer of corporate clients will begin in earnest during the second quarter of 2013. This will coincide with the return of vehicles hired by foreigners during peak summer season. However, there is no guarantee that any company will transfer its fleet to us. We do not expect to incur any material costs in obtaining these new fleet customers other than normal vehicle acquisition costs.

EXPAND OUR OPERATION IN GIBRALTAR.

MARKETING COSTS: \$650 per month plus staff costs

24% of our entire fleet is driven by customers working in the tax free haven of Gibraltar (on the south western tip of Spain). Gibraltar is home for many off shore gaming companies employing foreigners on a temporary basis. We believe we can increase our client base here by a minimum of 200%; however, there is no guarantee that we will be able to increase our client base by a minimum of 200%.

We intend to increase our client base in Gibraltar by:

- 1) Employing the services of an independent sales company to sell our service directly to these potential clients.
- 2) Collaborating with the companies directly to introduce our services as part of a "welcome package" to new arrivals to ensure their arrival in new country is a more relaxed process.

DURING THE THIRD QUARTER OF 2013, WE INTEND TO:

SPAIN

IMPROVE EXISTING PREMISES.

COSTS: \$2,000

To help maximize efficiency, we intend to improve our existing premises with the addition of wheel and chassis alignment equipment.

27

BEGIN RECRUITMENT OF AGENTS FOR THE RENT TO OWN BUSINESS EXPANSION - STAFF COSTS ONLY

The "Rent to Own" sector of the AutoOasis business model has been successfully tested because between December 31, 2011 and October 31, 2012 we transferred 40 of our vehicles from Easy Car Leasing customers to Rent to Own customers). During the third quarter of 2013, we intend to develop our dealer agency network by beginning the recruitment of agents in preparation for the Easy Car Leasing fleet being transferred to "Rent to Own" during the first quarter of 2014.

DURING THE FOURTH QUARTER OF 2013, WE INTEND TO:

USA

DEVELOP RELATIONSHIPS WITH VEHICLE SUPPLIERS IN THE USA.

We do not have any operations in the U.S.A at this time. During May 2012, our management traveled to Orlando, Florida to meet with the Ford Fleet National

Account Manager and Ford Rental Sales Manager and the Regional Fleet Manager for Southeast Toyota Distributors and began initial discussions regarding our planned expansion into Florida. Communication has been maintained with these people pending another trip to the U.S. Prior to our Company entering the U.S. market, we will communicate with other vehicle manufacturers and suppliers. The supplier offering an arrangement that suit our needs will be the one we use to provide our fleet. During our expansion, fleet suppliers will probably change due to price and supply and terms and conditions fluctuations. Market forces such as the cost of fuel and model desirability will also be factors that determine the fleet we choose to operate.

PREPARE FOR COMMENCEMENT OF OPERATIONS IN THE USA.

COST: \$13,000

Source, negotiate and complete legalities for our premises in Melbourne, Brevard County, Florida. Complete operational licensing and insurance (staff, premises and fleet) requirements and legalities for Florida.

SPAIN

CONTINUE TO IMPROVE EXISTING PREMISES

If we achieve our minimum funding of \$1,000,000 and up to \$2,000,000, to help maximize efficiency, we intend to continue to improve our existing premises with the addition of bodywork and paintwork repair equipment. We expect to reduce the cost of vehicle bodywork repairs by as much as 50%. The approximate costs would be \$52,000 for equipment and installation.

EMPLOY A VEHICLE BODYWORK AND PAINT SPRAYER

COSTS \$31,590: Salary and benefits

To accelerate bodywork repairs and reduce costs of repair we intend to fully utilize our new vehicle body shop installed between October and December 2013 by employing a qualified vehicle body work repair specialist.

BEGIN NEGOTIATIONS FOR THE 2014 FLEET.

Once peak holiday season is finished, new or nearly new vehicles offers are extremely attractive. We intend to have our initial batch of vehicles for the first quarter of 2014, sourced and assigned for delivery before the end of 2013.

28

B) IF WE ACHIEVE THE MAXIMUM FUNDING (\$5,000,000):

Our specific plan of operations and milestones for January 2013 through December 2013 are as follows:

DURING THE FIRST QUARTER OF 2013, WE INTEND TO:

SPAIN

SOURCE, ORDER AND COORDINATE DELIVERY OF THE INITIAL BATCH OF OUR EXTENDED VEHICLE FLEET. COSTS - \$3,086,000 (THE REMAINING \$1,450,000 REFERRED TO IN THE USE OF PROCEEDS WILL BE USED TO PROVIDE INITIAL FLEET FOR THE PROPOSED U.S. EXPANSION TOWARDS THE END OF THE 2ND QUARTER OF 2013). THE FLEET WILL BE PURCHASED OUTRIGHT.

We intend delivery of the new fleet of vehicles to be staggered over the year to help maximize fleet utilization by replacing many vehicles in our existing fleet already on long term hire. The older fleet will be transferred to Rent to Own clients.

INTRODUCE AND DEVELOP A NEW FLEET MANAGEMENT SYSTEM.

COSTS \$6,500 plus 1.00% of rental revenue per month. This price would be paid after installation and testing of the system.

A semi bespoke system (designed by thermeon.com) to maximize fleet efficiency will be introduced and developed during the first quarter of 2013 in conjunction with our fleet expansion. In addition to general fleet management, the standard system is a template with the facility to fine tune certain elements allowing us to semi bespoke features to suit our model. Information entered into the system via a tablet device and networked throughout each department, can record the return of a vehicle, any damage, maintenance and cleaning required and automatically allocate the amount of time to complete the repairs. This information can be sent to each department along with a schedule of when to expect the vehicle. The reservations department can also be informed when the vehicle will be returned for rehire thus helping to maximizing fleet utilization.

Using a bar code system and a series of alerts it will automatically inform

each department

- 1) Of the scheduled repairs/preparation required.
- 2) Orders parts/materials required
- 3) When to expect the vehicle
- 4) The pre-determined time allocated for the work to be carried out.

CONTINUE TO DEVELOP OUR RELATIONSHIP WITH FINANCE AND FLEET PROVIDERS.

We intend to purchase our fleet outright. However, we will continue to develop relationships with current and potential finance providers to assist future growth if needed. Our current vehicle finance in Spain is provided by Bank Inter and Banco Popular. We are in negotiations with ABN AMRO with a view to develop a working partnership to assist in funding both our expansion in Spain and the USA.

Wells Fargo provides banking services for our company in the USA. We will begin to develop our credit score within the USA in preparation of our expansion into Florida during 2013.

Although we do not have a contract with Safa Motor, Safa Motor, a large car dealership, supplies the majority of our fleet in Spain. We will continue to negotiate supply and discounts for our future fleet requirements while growing our status with other vehicle manufacturers and dealers.

29

RELOCATE TO NEW PREMISES.

COST: \$39,000

If we achieve funding of between \$2,000,000 and \$5,000,000 and to be able to manage a larger fleet, we intend to move our operations to much larger and superior premises. Already identified, this fully equipped building will accommodate our projected growth in Spain.

USA

CONTINUE TO DEVELOP RELATIONSHIPS WITH VEHICLE SUPPLIERS IN THE USA.

We do not have any operations in the U.S.A. at this time. During May 2012, we traveled to Orlando, Florida to meet with the Ford Fleet National Account Manager and Ford Rental Sales Manager and Toyotas Regional Fleet Manager for Southeast Toyota Distributors and begun initial discussions regarding our planned expansion into Florida. Communication has been maintained with these contacts pending another trip to the U.S. Prior to our company entering the U.S., we will communicate with other vehicle manufacturers and suppliers. The supplier offering an arrangement that best suits our needs will be the one we use to provide our fleet. During our expansion, fleet suppliers will probably change due fluctuations in price and supply. Market forces, such as the cost of fuel and model desirability, will also be factors that determine the fleet we choose to operate.

SOURCE, ORDER AND COORDINATE DELIVERY OF INITIAL FLEET OF VEHICLES IN THE US.

COSTS: \$1,475,000, to be used to purchase vehicles outright.

DURING THE SECOND QUARTER OF 2013, WE INTEND TO:

USA

Introduce our vehicle reservation and fleet management system prior to U.S.A. expansion. The vehicle reservation and fleet management system will integrate with the system in Spain allowing remote fleet management from either base. In addition to general fleet management, the standard system is a template with the facility to fine tune certain elements allowing us to semi bespoke features to suit our model. Information entered into the system via a tablet device and networked throughout each department, can record the return of a vehicle, any damage, maintenance and cleaning required and automatically allocate the amount of time to complete the repairs. This information can be sent to each department along with a schedule of when to expect the vehicle. The reservations department can also be informed when the vehicle will be returned for rehire thus helping to maximizing fleet utilization.

Using a bar code system and a series of alerts it will automatically inform each department:

- 1) Of the scheduled repairs/preparation required.
- 2) Orders parts/materials required
- 3) When to expect the vehicle
- 4) The pre-determined time allocated for the work to be carried out.

PREPARE FOR COMMENCEMENT OF OPERATIONS IN THE U.S.A.

COSTS: \$13,000

- 1) Source, negotiate and complete legalities for our premises in Florida.
- 2) Complete operational licensing and insurance (staff, premises and fleet) requirements and legalities for Florida.
- 3) Begin staff recruitment in Florida.
- 4) Introduce our vehicle reservation and fleet management system prior to U.S.A. expansion. The system will integrate with the System in Spain allowing remote fleet management from either base.

30

#### SPAIN

ASSIGN A MINIMUM OF TWO WORLDWIDE HOLIDAY CAR RENTAL BROKERS.

ZERO COST: The car rental brokers would be given "Net" rates and add their own commission to these rates.

In preparation for peak holiday season in Spain we will assign worldwide holiday car rental brokers to market our long term car rental product to foreign home owners in Spain staying for extended periods. Our low cost/high benefit model is extremely competitive during mid to peak holiday seasons. As is already the case, we intend to have advance reservations for our long term car rental service, therefore maximizing fleet utilization immediately.

APPROACH SMALL TO MEDIUM SIZED BUSINESSES IN SPAIN - STAFF COSTS ONLY

Between April and July 2013, we believe that a minimum of ten companies will return their existing fleets to their current suppliers and switch over to our AutoOasis "Easy Car Leasing" program. We are confident our low cost/high benefit model will tempt many Spanish companies to transfer their fleet business to us. Due to contractual restrictions, the transfer process can take several months. We anticipate the transfer of corporate client will begin in earnest during the second quarter of 2013. This will coincide with the return of vehicles hired by foreigners during peak summer season. We do not expect to incur any material costs in obtaining these new fleet customers other than normal vehicle acquisition costs.

EXPAND OUR OPERATION IN GIBRALTAR

APPROXIMATE COSTS: \$950 per month plus staff costs.

24% of our entire fleet is driven by customers working in the tax free haven of Gibraltar (on the south western tip of Spain). Gibraltar is home for many off shore gaming companies and banks, employing foreigners on a temporary basis. We intend to increase our client base in Gibraltar by a minimum of 300% by;

- 1) By employing the services of an independent sales company to sell our service directly to these potential clients.
- 2) By collaborating with the companies directly to introduce our services as part of a "welcome package" to new arrivals to ensure their arrival in new country is a more relaxed process. However, there is no guarantee that we will be able to increase our client base by a minimum of 300%.

DURING THE THIRD QUARTER OF 2013, WE INTEND TO:

#### USA

BEGIN OPERATIONS IN FLORIDA BETWEEN JULY AND SEPTEMBER 2013.

APPROXIMATE COMBINED COSTS \$300,000: Amount that includes salaries, property lease costs, legal, marketing, utilities, administration for Q3 and Q4; and excludes the acquisition of vehicles.

By using the same worldwide holiday car rental brokers used for the Spanish market we intend to have advanced reservations for our long term car rental service and maximizing fleet utilization immediately.

#### SPAIN

BEGIN RECRUITMENT OF AGENTS FOR THE RENT TO OWN BUSINESS EXPANSION - STAFF COSTS ONLY.

31

The "Rent to Own" sector of the AutoOasis business model has been successfully tested by us (from December 2011 to October 2012 we transferred 40 vehicles from Easy Car Leasing to Rent to Own customers). During the third quarter of 2013, we intend to develop our dealer agency network by beginning the recruitment of agents in preparation for the Easy Car Leasing fleet being

transferred to Rent to Own during the first quarter of 2014.

PREPARE TO COMMENCE OPERATIONS ON THE COSTA BLANCA (EASTERN SPAIN): COMBINED COSTS FOR TRANSPORT, RENTAL OF SMALL VEHICLE STORAGE AND WORKSHOP FACILITIES - \$18,000 PLUS STAFF COSTS.

The Costa Blanca is already a market for us; we intend to expand this operation by launching a "Sub Hub" in Alicante, Eastern Spain. This will be a skeleton service with vehicles provided remotely by our large Costa del Sol Hub. Clients will be able to collect and return vehicles from Alicante (Spain).

DURING THE FOURTH QUARTER OF 2013, WE INTEND TO:

U.S.A

BEGIN DEVELOPMENT OF THE AUTOOASIS RENT TO OWN SERVICE TOWARDS THE END OF 2013

MARKETING COSTS for Q4 2013: \$9,000 plus staff costs.

As with our Spanish business, we intend to initially develop the Rent to Own service in house prior to recruitment of agents for the Rent to Own expansion. As with Spain, we want a recognized and respected brand established prior to the recruitment of agents during late 2014.

SPAIN

BEGIN NEGOTIATIONS FOR THE 2014 FLEET.

Once peak holiday season is finished, new or nearly new vehicles offers are extremely attractive. We intend to have our initial batch of vehicles for the first quarter of 2014, sourced and assigned for delivery before the end of 2013.

#### CRITICAL ACCOUNTING POLICIES

Our financial statements and accompanying notes are prepared in accordance with generally accepted accounting principles in the United States of America. Preparing financial statements requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses. These estimates and assumptions are affected by management's applications of accounting policies. The Company has elected a December 31 fiscal year end.

In May 2009, the Financial Accounting Standards Board ("FASB") issued an accounting standard that became part of ASC Topic 855, "Subsequent Events". ASC Topic 855 establishes general standards of accounting for and disclosure of events that occur after the balance sheet date but before financial statements are issued or are available to be issued. ASC Topic 855 sets forth (1) the period after the balance sheet date during which management of a reporting entity should evaluate events or transactions that may occur for potential recognition or disclosure in the financial statements, (2) the circumstances under which an entity should recognize events or transactions occurring after the balance sheet date in its financial statements and (3) the disclosures that an entity should make about events or transactions that occurred after the balance sheet date. ASC Topic 855 is effective for interim or annual financial periods ending after June 15, 2009. The adoption of ASC Topic 855 did not have a material effect on the Company's financial statements.

32

In June 2009, the FASB issued an accounting standard whereby the FASB Accounting Standards Codification ("Codification") will be the single source of authoritative non-governmental United States of America generally accepted accounting principles ("GAAP"). Rules and interpretive releases of the United States of America Securities and Exchange Commission ("SEC") under authority of federal securities laws are also sources of authoritative GAAP for SEC registrants. ASC Topic 105 is effective for interim and annual periods ending after September 15, 2009. All existing accounting standards are superseded as described in ASC Topic 105. All other accounting literature not included in the Codification is non-authoritative. The Codification has not had a significant impact on the Company's financial statements.

The Company has adopted Financial Accounting Standards Board ("FASB") Statement Number 128, "Earnings per Share" ("EPS") which requires presentation of basic and diluted EPS on the face of the income statement for all entities with complex capital structures and requires a reconciliation of the numerator and denominator of the basic EPS computation to the numerator and denominator of the diluted EPS computation. In the accompanying financial statements, basic earnings (loss) per share is computed by dividing net income/loss by the weighted average number of shares of common stock outstanding during the period. There are no dilutive shares outstanding.

Cash and cash equivalents include cash in banks, money market funds and certificates of term deposits with maturities of less than three months from inception, which are readily convertible to known amounts of cash and which, in the opinion of management, are subject to an insignificant risk of loss in

value.

Deferred income taxes are reported for timing differences between items of income or expense reported in the financial statements and those reported for income tax purposes in accordance with SFAS Number 109, "Accounting for Income Taxes," which requires the use of the asset/liability method of accounting for income taxes. Deferred income taxes and tax benefits are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases, and for tax loss and credit carry-forwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The Company provides for deferred taxes for the estimated future tax effects attributable to temporary differences and carry-forwards when realization is more likely than not.

We are an "emerging growth company," as defined in the JOBS Act. For so long as we are an "emerging growth company," we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies," including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding advisory "say-on-pay" votes on executive compensation and shareholder advisory votes on golden parachute compensation.

Under the JOBS Act, we will remain an "emerging growth company" until the earliest of:

- \* The last day of the fiscal year during which we have total annual gross revenues of \$1 billion or more;
- \* The last day of the fiscal year following the fifth anniversary of the completion of this offering;
- \* The date on which we have, during the previous three-year period, issued more than \$1 billion in non-convertible debt; and
- \* The date on which we are deemed to be a "large accelerated filer" under the Securities Exchange Act of 1934 ("Exchange Act"). We will qualify as a large accelerated filer as of the first day of the fiscal year after we have (i) more than \$700 million in outstanding common equity held by our non-affiliates and (ii) been public for at least 12 months. The value of our outstanding common equity will be measured each year on the last day of our second fiscal quarter.

Section 107 of the JOBS Act provides that we may elect to utilize the extended transition period for complying with new or revised accounting standards and such election is irrevocable if made. As such, we have made the decision to use the extended transition period for complying with new or revised accounting standards under Section 102(b)(1) of the JOBS Act.

33

Other accounting standards that have been issued or proposed by the FASB or other standards-setting bodies that do not require adoption until a future date are not expected to have a material impact on the financial statements upon adoption.

## BUSINESS

### OVERVIEW

We were incorporated on March 8, 2012, in the State of Florida and acquired 100% of Arrow Cars SL (a Spanish corporation) on April 14, 2012, in exchange for the issuance of 27,000,000 shares of our common stock. Arrow Cars SL was co-founded in 2003 by Jeremy D. Harris, our President, and his wife, Beverly Harris. Arrow Cars SL operated as an unincorporated business from 2003 until January 2008 when Arrow Cars SL was incorporated and registered in Spain.

Arrow Cars SL initially operated a booking agent for four of the major holiday car rental companies in Spain (Crown Car Hire, Goldcar Rent A Car, Centauro Rent A Car and Helle Hollis Rent A Car) and received compensation in the form of commissions. Within a few weeks of operating Arrow Cars SL, Jeremy and Beverly Harris discovered a large and poorly served market - long term car rentals for durations of four weeks or more--that was not being commercially exploited anywhere near its full potential. For example, Jeremy and Beverly Harris recognized that:

- \* There were hundreds of thousands of Northern Europeans living and working for long term durations (yet, not permanently) on the Costa del Sol (Southern Spain), Costa Blanca (Eastern Spain) and in Barcelona and Madrid, Spain;
- \* There existed many small and medium size companies in Spain in need of new, modern, efficient vehicles to carry out their business operations; and
- \* There was an increasing number of temporarily contracted workers in Spain who needed vehicles on short notice and, more importantly,

needed the ability to return a vehicle to the rental company without penalty when their employment contracts expired.

Between 2003 and mid-2009, Arrow Cars SL utilized third party owned vehicles for long term leases and was compensated on a commission only basis. Arrow Cars SL began acquiring its own vehicles and deploying them on long term rentals in mid-2009.

On December 16, 2010, the Company executed an agreement with GEP Partners Plc., a limited company based in Dubai and the United Kingdom. GEP Partners agreed to act as financial advisor in assisting the Company to merge with a fully listed, compliant, and registered company listed on the OTCBB in the United States. In exchange, the Company agreed to pay \$135,000 in fees and exchange 3,000,000 company's equity at a valuation of \$0.001 per share. In March 2012, due to the fact that a suitable candidate had not been identified, the Company and GEP verbally agreed that the Company (Predecessor) would be acquired by a private Florida corporation (the Successor) and subsequently file a registration statement with the SEC, and that GEP would continue to be retained to consult in the process of assisting Arrow Cars International Inc. with registering its shares with the SEC and helping the Company with having its common stock quoted on the Over-the-Counter Bulletin Board.

We have three business models, which provide varying solutions for the difficulties in acquiring a vehicle for both business and personal use.

#### Model No. 1 -- "AutoOasis - Easy Car Leasing"

Under our brand name "AutoOasis - Easy Car Leasing," Arrow Cars provides rental vehicles for long term use (28 days minimum lease) as an alternative to conventional methods of vehicle acquisition (i.e., leasing, purchasing via bank or manufacturer loans, or conventional auto rental). We do not conduct credit score checks or require credit card payments, so our clients, who are unwilling or unable to raise financing can still drive a modern, safe, economical vehicle, which may be exchanged for a new vehicle every 12 months. Model No. 1 is designed for the customer who does not want own the vehicle so the customer does not own the leased vehicle at the end of the rental period.

#### Model No. 2 - "AutoOasis - Rent to Own"

After the vehicle has been leased for between 12 and 36 months under our AutoOasis - Easy Car Leasing program, the vehicle is then transferred to our AutoOasis - Rent to Own program. Customers choosing to use our AutoOasis - Rent to Own service make an initial deposit of approximately 30% of the vehicle value, followed by 36 monthly payments. One of our more popular vehicle models is the Skoda Fabia 1.4 TDI. Our current "Easy Car Leasing" 28 day rental rate for an economy group vehicle like the Skoda Fabia 1.4 TDI is \$526. AutoOasis - Rent to Own monthly rental rate for the same group of vehicles over 36 months is \$316, including insurance of approximately \$54 per month and maintenance of approximately \$68 per month. The monthly maintenance expenses will obviously

34

vary depending on mileage, wear and tear of a particular vehicle. Once the 36 month Rent to Own contract has expired, ownership of the vehicle is transferred to the customer. We do not conduct credit score checks or require credit card payments, so our clients, who are unwilling or unable to obtain financing can still drive a modern, safe, economical vehicle while participating in our AutoOasis - Rent to Own program.

#### Model No. 3 - "Try Before You Buy"

We also offer a "Try Before You Buy" service whereby a customer who is interested in one of our AutoOasis Rent to Own vehicles can rent the car they are interested in for 28 days. If the customer is happy with the vehicle after the 28 day trial period, then the customer can "Rent to Own it. If after the 28 day trial period, the customer does not like the vehicle, then the customer can simply return the vehicle to us. We believe that Our Try Before You Buy program increases the "peace of mind" for our customers in making a major financial decision and helps to maximize our fleet utilization by reducing the "down time" of each vehicle.

#### CURRENT OPERATIONS

We are based on the Costa del Sol, Spain and our client base spreads north and east to Madrid and Costa Blanca, Spain. We call our car rental program, "AUTOOASIS Easy Car Leasing." We currently have a fleet of 124 vehicles, 84 of which are deployed in our long term rental business and 40 of which are deployed in our rent-to-own business. We call our rent to own program, "AUTOOASIS Rent to

Own." Our long term rental fleet consists primarily of vehicles from the current and immediately preceding model years. We purchase our vehicles through auto dealers and finance our vehicle acquisitions through a number of credit facilities. Once our vehicles are between one and three years old, we deploy them to our Rent to Own program where we sell them under a rent to own contract of 36 months duration (with no credit checks and the option to return the car, if necessary, without penalty if the contract purchaser's circumstances change). Our Rent to Own program offers us additional benefits:

1. Allows us to maintain a modern fleet of rental cars, while providing us the ability to dispose of older vehicles at better prices than we would likely realize as trade-in value or from sales to third parties;
2. Provides another income stream due to the financing, insurance and maintenance profit realized from the rent to own contracts.

Our long term rentals range from four weeks (28 days). Our long term rental agreements are generally 28 day renewable contracts. We rent our cars for \$420 to \$800 per four weeks depending on car size and available options, as well as length of the rental contract. Since 2005, the average long term rental for our cars has been seven months. Since obtaining our own fleet in July 2009, the average 28 day rental amount for our cars has been \$495 and our average fleet utilization has been 92%.

During the fiscal year ended December 31, 2012, the average long term rental for our Easy Car Leasing vehicles was 7.1 months. 46% of the Easy Car Leasing fleet has been leased to the same clients prior to 2012, throughout the entire 2012 fiscal year and continue into 2013 without breaking the rental.

Our average fleet utilization during the 2012 fiscal year was 92% (including vehicles unable to be hired due to accident damage or mechanical failure). Our fleet utilization peaked at 95% during August, October and November 2012. Our lowest fleet utilization of 89%, 90%, and 88% were recorded during January, February and March 2012, respectively. These fluctuations are typical as foreigners take advantage of cheap post Christmas flights home and business owners will experience a slowdown in trade after the Christmas peak season.

Our car rental fleet consists of cars manufactured by Seat (Leon, Ibiza, Altea and Exeo) and Skoda (Fabia). Seat and Skoda are owned by VAG (Volkswagen Audi Group) and are assembled in the country of the brand origin. Our Kangoo cars are manufactured by Renault. Our Doblo and Panda cars are manufactured by Fiat.

#### HOW DOES AUTOOASIS "EASY CAR LEASING" WORK?

- 1) The customer chooses their preferred vehicle
- 2) The customer provides us with (a) current driving permit, (b) valid passport and (c) proof of address.

35

- 3) A \$200 security deposit is paid along with the first 28 day rental payment (payment in advance before taking the vehicle).
- 4) The customer either (a) returns the vehicle at the end of the contract or (b) renews the contract for another 28 day period and so on for as long as the customer's wishes (payment taken before a new rental contract is executed).

The customer can exchange for a larger, smaller, more economical vehicle at any time, according to their requirements (subject to availability).

All insurance costs, maintenance costs, and a replacement vehicle (in the event of a breakdown or accident) are included in the rental price. The customer DOES NOT OWN the car at the end of the contract.

#### HOW AUTOOASIS "RENT TO OWN" WORKS?

1. The customer chooses their preferred vehicle.
2. A 30% deposit (of the value of the car) is paid upfront; the balance is paid in 36 monthly installments - THE DEPOSIT ACTS AS A "FILTER," CONFIRMING THE CLIENT CAN (A) AFFORD THE CAR AND (B) GAIN "PRIDE OF OWNERSHIP," INSURING THE CLIENT WILL TREAT THE CAR WITH RESPECT.
3. To be sure the vehicle is correctly insured, full insurance is provided by Arrow Cars at the customer's expense. The customer can choose to pay either annually or monthly (another income stream).
4. To be sure the vehicle is correctly maintained, servicing and repairs are undertaken by Arrow Cars at the customer's expense. Payment is either when a service is performed or monthly in advance by signing a service schedule contract (another income stream).
5. Upon receipt of the final payment, ownership of the vehicle is transferred to the customer.
6. Once the rent to own contract has expired, the customer can choose to



return the vehicle and collect another "new car" from the AUTOOASIS fleet and begin the rent to own process again. The value of returned Rent to Own vehicle will be assessed (mileage, condition, age, market value and cost of repairs, etc.) and the valuation total will be used toward the deposit required to begin a new Rent to Own contract. If the valuation is less than the initial 30% deposit (see number 2 above) the customer will be asked to supplement the difference. If the valuation is greater than the initial 30% deposit the extra amount will be deducted from the monthly rental payments (either a reduction in the total contract period or reduced monthly rental amounts. This will be the customer's choice). The returned car will be restored to a saleable condition and be "resold" under a new Rent to Own contract.

#### FUTURE OPERATIONS

We are conducting a due diligence review and market analysis of opportunities for expanding our business to the United States, where our focus is on the State of Florida. Florida has remarkably similar demographics to Costa del Sol as there are several thousand British and other international citizens living in Florida on a semi-permanent basis and many people in Florida suffer from low credit scores due to substantial decline in the value of Florida real estate and general economic conditions. Many of these foreign visitors to Florida would be candidates for our long term rental program. When intend to open our first long term rental location in Florida during the second half of 2013, depending, of course, on the success of our offering of common stock. We believe we will need to raise the minimum \$1,000,000 in this offering in order to launch our business in Florida.

#### MARKETING STRATEGY

##### SPAIN

Our marketing strategy for Spain is to exploit the long term car rental business by marketing our rental program to:

- \* The hundreds of thousands of Northern Europeans living and working for long term durations (yet, not permanently) on the Costa del Sol (Southern Spain), Costa Blanca (Eastern Spain) and in Barcelona and Madrid, Spain;
- \* The many small and medium size companies in Spain in need of new, modern, efficient vehicles to carry out their business operations;

36

- \* The increasing number of temporarily contracted workers in Spain who need vehicles on short notice and, more importantly, need the ability to return a vehicle to the rental company without penalty when their employment contracts expire;
- \* Credit impaired individuals and small to medium businesses who need cars, but who may not qualify for conventional car leases or purchase financing; and
- \* Individuals and small to medium businesses who are reluctant to, and fearful of, investing sizeable amounts of cash for car purchases or borrowing money to buy cars with sizeable amounts cash down payments that could be used for other purposes.

##### FLORIDA

Our marketing strategy for Florida is to exploit the long term car rental business by marketing our rental program to:

- \* The several hundred thousands of Northern Europeans living and working for long term durations (yet, not permanently) in Florida;
- \* The many small and medium size companies in Florida in need of new, modern, efficient vehicles to carry out their business operations;
- \* The increasing number of temporarily contracted workers and semi-permanent foreigners in Florida who need vehicles on short notice and, more importantly, need the ability to return a vehicle to the rental company without penalty when their employment contracts expire;
- \* Credit impaired individuals and small to medium businesses who need cars, but who may not qualify for conventional car leases or purchase financing; and
- \* Individuals and small to medium businesses who are reluctant to, and fearful of, investing sizeable amounts of cash for down payments for car purchases or borrowing money to buy cars with sizeable cash down payments that could be used for other purposes.

As our U.S. business evolves, we may adjust our marketing strategy to exploit changing market conditions.

We will market our long term rental services by emphasizing the major benefits of our AUTO OASIS "Easy Car Leasing," which are:

1. No major cash outlay for car purchase down payment;
2. No credit card costs, no depreciation, no debt and no risk;

3. No credit check;
4. Help to repair low credit scores;
5. No maintenance, repairs or insurance bills to pay (aside from those covered in the car rental contract);
6. No long term commitment (28 day contracts only);
7. Drive a new car every year;
8. 100% tax write off of rental expense in Spain for commercial renters;
9. Mobile tire repair service (we send repair person and vehicle to client 24/7, within a 150 mile radius of our local offices; and
10. Competitive pricing.

We will employ the above marketing strategy for our AUTOOASIS "Rent to Own" program with some minor variations. Many of our rent to own customers will be our long term rental customers, who decide to keep the vehicles they have enjoyed driving.

#### RISK MANAGEMENT - "RING FENCE" AND INSURANCE

In order to safeguard our fleet of cars in our long term rental program and to protect our collateral in our rent to own program, we insure our cars against loss from accidents and theft. We also equip each car with an electronic tracking device. We call this device a "ring fence."

37

#### RING FENCE

All of our vehicles are equipped with a "ring fence" electronic tracking facility that enables us to (i) track the position of each vehicle within 10 square meters (or 107 square feet) at any time and (ii) immobilize the vehicle remotely (when necessary and appropriate). The ring fence we use has several built in safeguards:

1. Automatic alert if the vehicle leaves a designated area (i.e., crosses a country or state border);
2. Automatic alert if the vehicle is moved without the engine running (i.e., if the car is being stolen using a vehicle transporter); and
3. Automatic alert if the electronic tracking device is removed from the vehicle, which also automatically immobilizes the vehicle).

#### INSURANCE

We insure each of vehicles against losses resulting from vehicular damage and theft. We acquire insurance policies from major insurance companies.

#### MARKETING METHODS

We will use the following marketing methods to target each market sector;

1. MEDIA MARKETING - Newspapers (Expatriate), Radio (Expatriate). (HOLIDAY HIRE, HIRE PURCHASE, OUTRIGHT PURCHASE)
2. SEARCH ENGINE OPTIMIZATION - 2012 outsourced, from 2013 in house. (HOLIDAY HIRE, FLEXIBLE RENTING, LEASING, LEASE HIRE, HIRE PURCHASE, OUTRIGHT PURCHASE)
3. DIRECT SALES. (FLEXIBLE RENTING, LEASE HIRE, LEASING)
4. BILLBOARD MARKETING. (HOLIDAY HIRE, FLEXIBLE RENTING, LEASE HIRE, LEASING, HIRE PURCHASE, OUTRIGHT PURCHASE)
5. AGENCY (HOLIDAY) - We will employ the services of global, holiday car rental agencies. (HOLIDAY HIRE)
6. AGENCY (RECRUITMENT) - We will employ the services of global employment agencies and provide vehicles for temporarily contracted employees provided by these agencies ( FLEXIBLE RENTING, LEASE HIRE, LEASING)

#### OUR COMPETITION IN THE CAR RENTAL MARKETPLACE

Competition in the car rental marketplace is fierce. In Spain, we compete with international car rental companies, regional car rental companies and regional auto sales companies and dealers. Our major competitors are Northgate Renting Flexible, Avis Rent A Car, Goldcar Rent A Car, Centauro Rent A Car, and Safa Venta de Coches (car sales). Many of our competitors have greater financial resources and infrastructure than we have at this time.

#### DEPENDENCE ON ONE OR A FEW MAJOR CUSTOMERS

We have not historically been reliant on one or a few customers. None of our customers has provided 10% or more of income in any prior fiscal year. We feel that, because of the potential wide base of customers for our rental services, we will not rely on one or a few major customers.

#### OUR INTELLECTUAL PROPERTY

We have no patents or trademarks. Our trade secrets, copyrights and our other intellectual property rights are important assets for us. We enter into

confidentiality agreements with our employees and consultants and we generally control access to and distribution of proprietary information. These agreements generally provide that any confidential information developed by us or on our behalf be kept confidential. Further, we require all employees to execute written agreements assigning to us all rights in all inventions, developments, technologies and other intellectual property created by our employees.

38

There are events that are outside of our control that pose a threat to our intellectual property rights. For example, effective intellectual property protection may not be available in every country in which our services are made available. Also, the efforts we have taken to protect our propriety rights may not be sufficient or effective. Any significant impairment of our intellectual property rights could harm our business or our ability to compete. Also, protecting our intellectual property rights could be expensive and time consuming.

#### REGULATION

We are subject to federal laws and regulations that relate directly or indirectly to our operations including securities laws. We will also be subject to common business and tax rules and regulations pertaining to the operation of our business.

We also face risks associated with international data protection (i.e., customer lists and customer banking and credit card information). The interpretation and application of data protection laws in Europe and elsewhere are still uncertain and in flux. It is possible that these laws may be interpreted and applied in a manner that is inconsistent with our data practices. If so, in addition to the possibility of fines, this could result in an order requiring that we change our data practices, which, in turn, could have a material effect on our business.

#### RESEARCH AND DEVELOPMENT ACTIVITIES

We have never engaged in research and development activities.

#### BUSINESS AND LEGAL DEVELOPMENTS REGARDING CLIMATE CHANGE

We are not negatively impacted by existing laws and regulations regarding climate change.

#### ENVIRONMENTAL LAWS

Our Spanish operations are not subject to any environmental laws other than local laws and regulations on disposal of used consumables (i.e., auto oil and transmissions fluid) and battery disposal. We anticipate that we will encounter similar laws and regulations in Florida and other countries and states where we may elect to conduct business in the future.

#### EMPLOYEES AND EMPLOYMENT AGREEMENTS

We currently have two officers, Mr. Jeremy Dean Harris, our President and Chief Executive Officer, and Mr. Sergio Perez Conejo, our Chief Financial Officer. We have eight employees including our two officers. We have an employment agreement with Mr. Sergio Perez Conejo. Due to Mr. Jeremy Dean Harris' substantial equity ownership in the Company, the laws of Spain prohibit the Company from entering into an employment agreement with Mr. Harris.

#### DESCRIPTION OF PROPERTY

We currently do not own any property. Our headquarters are located within a five minute drive of the Malaga International Airport in Malaga, Spain, where we operate from a 360 square meter (3,875 square feet), 2-story vehicle showroom and a 350 square meter (3,767 square feet) vehicle maintenance, repair and preparation center, which already has adequate room for our planned expansion. We lease this facility under a written lease agreement dated April 12, 2012, that will expire on May 31, 2013, and can be renewed through May 31, 2017. Our monthly lease expense for this facility is 2,500 Euros (approximately U.S. \$3,565). We consider our current principal office space arrangement adequate assuming we raise between \$1,000,000 and \$2,000,000 in this offering. If we raise between \$2,000,000 and \$5,000,000, we believe we will need to move to a larger premises to fully implement our business plan.

39

#### LEGAL PROCEEDINGS

We are not involved in any pending legal proceeding nor are we aware of any pending or threatened litigation against us, except as follows:

Arrow Cars SL previously contracted with Peter Stuart Rogers for him to provide certain services to Arrow Cars SL. On November 10, 2010, Arrow Cars SL unilaterally cancelled the contract with Mr. Rogers. In December, Mr. Rogers

then filed an arbitration action against Arrow Cars SL claiming damages for the cancellation of the contract. The arbitration action was filed before the Arbitration & Settlement Office ("CMAC"), file numbers 12627/2010 and 12625/2010. The arbitration case was closed without agreement. As a consequence, Mr. Rogers filed a claim against Arrow Cars SL in the Malaga Employment Courts, with the same numbers. Prior to appearing in court, Arrow Cars SL and Mr. Rogers agreed privately that Arrow Cars SL would pay 18,500 Euros (U.S. \$24,420) to Mr. Rogers, which has been paid. In addition, in the event Arrow Cars SL successfully raises 4 million Euros (U.S.\$5,000,000) in a public offering in the United States, Arrow Cars SL will be obligated to pay an additional 100,000 Euros (\$125,000) to Mr. Rogers, one half of which amount will have to be paid within 16 weeks after the Company receives \$5,000,000 in the proceeds of this offering. The balance of 50,000 Euros will be payable to Mr. Rogers one year later.

The Company believes that if it, in fact, raises the \$5,000,000 pursuant to this offering, then it will owe 100,000 Euros (equivalent U.S. Dollars according to the exchange rate at the time such payments are due) to Mr. Rogers and the Company has included such payment in the Use of Proceeds section of this Prospectus. In the event the Company is unsuccessful in raising the \$5,000,000 pursuant to this offering, the Company will not owe Mr. Rogers any additional money pursuant to the arbitration proceeding.

MANAGEMENT

OFFICERS AND DIRECTORS

Our directors will serve until their successors are elected and qualified. Our officers are elected by the board of directors to a term of one year and serve until their successor is duly elected and qualified, or until they are removed from office. Our board of directors has no nominating, auditing or compensation committees.

The names, addresses, ages and positions of our officers and directors are set forth below:

Name	Age	First Year as Director	Position
Jeremy Dean Harris	45	2012	President, Chief Executive Officer and Director
Sergio Perez Conejo	39	2012	Chief Financial Officer, Legal Director and Director

The persons named above were elected to hold their offices until the next annual meeting of our stockholders.

JEREMY D. HARRIS

Jeremy Harris became our President, Chief Executive Officer and a Director on April 4, 2012, following our acquisition of Arrow Cars SL. Mr. Harris was a co-founder of Arrow Cars SL in 2003. Arrow Cars SL was initially an unincorporated business owned by Mr. Harris and his wife, Beverly Harris. From 1998 to 2001 and 1989 to 1993, Mr. Harris worked for Car Bench International (a vehicle bodywork repair equipment company, sales and rentals), as a vehicle body jig demonstrator, where his duties included presenting, explaining and demonstrating complex vehicle auto body repair equipment to new and existing clients of Car Bench International, such as Ford Motor, General Motors, Mercedes and BMW. His experience with Car Bench International helped Jeremy develop a better knowledge of vehicle accident repairs and better communication and sales skills in dealing with manual laborers and company management. From 1985 to 1989, Jeremy was a self-employed in providing mechanical and body work repairs on vehicles.

SERGIO PEREZ CONEJO

Sergio Perez Conejo, an attorney, has been the Legal Director of Arrow Cars SL since February 2008, where he has researched and organized the internal legal structure of Arrow Cars SL and its policies, licenses and permits as required by Spanish law for rental car businesses. Sergio has been instrumental in the negotiations with car dealers. From 2005 to 2008 when he joined Arrow Cars SL, Sergio was an attorney with the law firm of Anderson Abogados Asociados, based in Marbella (Costa del Sol), Spain, where he practiced law and managed a team of 25 attorneys, accountants and agency clerks, who were responsible for dealing with a database of around 5,000 clients and specializing in advice to non-resident individuals and companies regarding investment in Spain and its implications in civil, administrative and commercial law, as well as the execution of Foreign Court Resolutions in Spain. From 2003 to 2005, Sergio was an attorney with the law firm of GV & A Abogados based in Malaga (Costa del Sol), Spain with three offices in Spain, where he worked with a team of 12 lawyers and managed their practice in civil, criminal, administrative and taxation law in collaboration with United Kingdom based law firms, and refined his skills in advising non-resident individuals and companies in real estate and

other fields of investments in Spain. From 2000 to 2003, Sergio worked in the law department of Ros & Falcon, a construction company in Spain where he gained an extensive knowledge of foreign investment regulations in Spain and Spanish laws applicable to non-residents in Spain. In 1997, Sergio received his law degree from Malaga University in Malaga, Spain.

#### CONSULTANT

##### NICHOLAS PAUL HILL

Nicholas Paul Hill is a part-time consultant to the Company where he advises the Company on such matters as investment and financial strategies without remuneration from the Company. From January 2010 until the present time, Mr. Hill has served as Executive Chairman of Planet Water, a United States based, non-profit, international development organization, focused on bringing clean water to the world's most disadvantaged communities through the installation of community-based water filtration systems and education programs on water, health and hygiene. From 1999 to 2008, Mr. Hill worked in various capacities with ITT Corporation, a diversified leading manufacturer of highly engineered critical components and customized technology solutions for growing industrial end-markets in energy infrastructure, electronics, aerospace and transportation. Mr. Hill began his ITT career at ITT's Electronic Components division, serving in a number of marketing, sales and production management roles in the United Kingdom before being named Vice President and General Manager of ITT Industries Cannon - Europe in June 1998. In 2003, Mr. Hill was made President of ITT's Jabisco Worldwide leisure marine business and received the prestigious Chairman's Award for Operational Excellence. In June 2004, Mr. Hill became President of ITT's Motion & Flow Control division. He became a Senior Vice President of ITT in October 2005, and served in such capacity until joining Arrow Cars SL as an investor and consultant in 2008.

#### DIRECTOR QUALIFICATIONS

We do not have a formal policy regarding director qualifications. In the opinion of our Board of Directors, our Directors have sufficient business experience and integrity to carry out the Company's plan of operations. Jeremy Harris has been involved with vehicle rental for over nine years and is intimately familiar with the vehicle rental business in Spain. Sergio Perez Conejo has considerable legal experience and has worked for Arrow Cars since 2008. While none of our Directors has any experience in managing or serving on the Board of Directors of a public company, both of our Directors will rely heavily on professional consultants (PCAOB accounting firm and securities counsel) to help them with the Company's compliance with its future reporting obligations under the Securities Exchange Act of 1934, as well as the applicable rules and regulations of the Securities Act of 1933. In the event, the Company is successful in raising money under this offering, the Company will recruit additional members of the Board of Directors, some of whom may have public company experience.

#### ABSENCE OF INDEPENDENT DIRECTORS

We do not have any independent directors and are unlikely to be able to recruit and retain any independent directors due to our small size and limited financial resources.

41

#### AUDIT COMMITTEE FINANCIAL EXPERT

Although we have not established an Audit Committee, the functions of the Audit Committee are currently carried out by our Board of Directors.

#### SECTION 16(a) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE

Section 16(a) of the Securities Exchange Act of 1934 requires our directors and executive officers, and persons who own more than ten percent of our common stock, to file with the Securities and Exchange Commission initial reports of ownership and reports of changes of ownership of our common stock. Officers, directors and greater than ten percent stockholders are required by SEC regulation to furnish us with copies of all Section 16(a) forms they file.

We intend to ensure to the best of our ability that all Section 16(a) filing requirements applicable to our officers, directors and greater than ten percent beneficial owners are complied with in a timely fashion.

#### EXECUTIVE COMPENSATION

The following table sets forth the aggregate compensation paid by the Company to our executive officers and directors of the Company for services rendered during the periods indicated.

#### SUMMARY COMPENSATION TABLE

<TABLE>  
<CAPTION>

Name and Principal Position	Year (1)	Salary (\$)	Bonus (\$)	Stock Awards (\$) (2)	Option Awards (\$) (3)	All Other Compensation (\$)	Totals (\$)
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Jeremy D. Harris Chief Executive Officer, Director	2012	\$33,902	\$ 0	\$ 0	\$ 0	\$ 0	\$33,902
	2011	\$32,796	\$ 0	\$ 0	\$ 0	\$ 0	\$32,796
	2010	\$33,850	\$ 0	\$ 0	\$ 0	\$ 0	\$33,850
Sergio Perez Conejo Chief Financial Officer, Director	2012	\$30,113	\$ 0	\$ 0	\$ 0	\$ 0	\$30,113
	2011	\$27,908	\$ 0	\$ 0	\$ 0	\$ 0	\$27,908
	2010	\$31,065	\$ 0	\$ 0	\$ 0	\$ 0	\$31,065

The compensation discussed herein addresses all compensation awarded to, earned by, or paid to our named executive officers.

#### STOCK OPTION AND OTHER COMPENSATION PLANS

The Company currently does not have a stock option or any other compensation plan and we do not have any plans to adopt one in the near future.

#### COMPENSATION OF DIRECTORS

Our directors do not receive any compensation for serving as a member of our board of directors.

#### INDEMNIFICATION

Under our Bylaws, we may indemnify an officer or director who is made a party to any proceeding, including a lawsuit, because of his or her position, if he or she acted in good faith and in a manner he or she reasonably believed to be in our best interest. We may advance expenses incurred in defending a proceeding. To the extent that the officer or director is successful on the merits in a proceeding as to which he or she is to be indemnified, we must indemnify him or her against all expenses incurred, including attorney's fees. With respect to a derivative action, indemnity may be made only for expenses actually and reasonably incurred in defending the proceeding, and if the officer or director is judged liable, only by a court order. The indemnification is intended to be to the fullest extent permitted by the laws of the State of Florida.

42

In so far as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to our directors, officers and controlling persons pursuant to Florida law or otherwise, we have been advised that, in the opinion of the Securities and Exchange Commission, such indemnification is against public policy, as expressed in the Act and is, therefore, unenforceable.

#### PRINCIPAL STOCKHOLDERS

The following table sets forth, as of the date of this prospectus, the total number of shares owned beneficially by our directors, officers and key employees, individually and as a group, and the present owners of 5% or more of our total outstanding shares. The stockholders listed below have direct ownership of their shares and possesses sole voting and dispositive power with respect to the shares.

Name and Address of Beneficial Owner	Number of Shares before the Offering (1)	Percentage of Ownership before the Offering (1)
-----	-----	-----
Jeremy D. Harris Calle del Escritor Herrera Santaolalla, No. 2 Malaga, Spain 29140	17,550,000	57.6%
Nicholas P. Hill 302 Cottonwood Court Piermont, New York 10968 USA	5,400,000	17.7%
Sergio Perez Conejo Calle del Escritor Herrera Santaolalla, No. 2 Malaga, Spain 29140	4,050,000	13.3%
Global Equity Partners PLC (2) Al Habtoor Business Tower Level 28, P.O. Box 29805 Dubai Marina, Dubai, U.A.E.	3,000,000	9.8%
All officers and directors as a group (2 persons)	22,950,000	75.4%

- 
1. The numbers and percentages set forth in these columns are based on 30,450,000 shares of common stock outstanding as of January 21, 2013. The number and percentage of shares beneficially owned is determined in accordance with Rule 13d-3 of the Securities Exchange Act of 1934, and the information is not necessarily indicative of beneficial ownership for any other purpose. Under such rule, beneficial ownership includes any shares as to which the selling security holder has sole or shared voting power or investment power and also any shares, which the selling security holder has the right to acquire within 60 days.
  2. These shares are beneficially owned by Peter Smith, President of Global Equity Partners PLC, who has sole disposition and voting power over these shares.

#### FUTURE SALES BY EXISTING STOCKHOLDERS

A total of 30,450,000 shares of common stock are held by our present shareholders, all of which are "restricted securities," as defined in Rule 144 promulgated under the Securities Act of 1933.

Rule 144 is not currently available for the resale of our restricted securities.

Shares purchased in this offering, which will be immediately resalable, and sales of all of our other shares if and when applicable restrictions against resale expire, could have a depressive effect on the market price, if any, of our common stock and the shares we are offering.

43  
DESCRIPTION OF SECURITIES

#### COMMON STOCK

Our authorized capital stock consists of 100,000,000 shares of \$.001 par value common stock. The holders of our common stock:

- \* have equal ratable rights to dividends from funds legally available if and when declared by our board of directors;
- \* are entitled to share ratably in all of our assets available for distribution to holders of common stock upon liquidation, dissolution or winding up of our affairs;
- \* do not have preemptive, subscription or conversion rights and there are no redemption or sinking fund provisions or rights; and
- \* are entitled to one non-cumulative vote per share on all matters on which stockholders may vote.

#### NON-CUMULATIVE VOTING

Holders of shares of our common stock do not have cumulative voting rights, which means that the holders of more than 50% of the outstanding shares, voting for the election of directors, can elect all of the directors to be elected, if they so choose, and, in that event, the holders of the remaining shares will not be able to elect any of our directors.

#### CASH DIVIDENDS

As of the date of this Prospectus, we have not paid any cash dividends to stockholders. The declaration of any future cash dividend will be at the discretion of our board of directors and will depend upon our earnings, if any, our capital requirements and financial position and our general economic condition. It is our intention not to pay any cash dividends in the foreseeable future, but rather to reinvest earnings, if any, in our business operations.

#### WARRANTS AND OPTIONS

We have no outstanding warrants or options to acquire our stock,

#### ANTI-TAKEOVER PROVISIONS

There are no Florida anti-takeover provisions that our Board of Directors have adopted which may have the affect of delaying or preventing a change in control.

#### STOCK TRANSFER AGENT

Our stock transfer agent is ClearTrust LLC, 16540 Pointe Village Drive, Suite 206, Lutz, Florida 33558 USA; telephone: (813) 235-4490.

#### REGISTRATION RIGHTS

We have not granted registration rights to any person.

## REPORTS TO SHAREHOLDERS

We intend to furnish our shareholders with annual reports that will describe the nature and scope of our business and operations for the prior year and will contain a copy of our audited financial statements for our most recent fiscal year.

44

### AUTHORIZED BUT UNISSUED CAPITAL STOCK

Florida law does not require shareholder approval for any issuance of authorized shares. However, the marketplace rules of the NASDAQ, which would apply only if our common stock were ever listed on the NASDAQ, which is unlikely for the foreseeable future, require shareholders approval of certain issuances of common stock equal to or exceeding 20% of the then outstanding voting power or then outstanding number of shares of common stock, including in connection with a change of control of Arrow Cars International Inc., the acquisition of the stock or assets of another company or the sale or issuance of common stock below the book or market value price of such stock. These additional shares may be used for a variety of corporate purposes, including future public offerings to raise additional capital or to facilitate corporate acquisitions.

One of the effects of the existence of unissued and unreserved common stock may be to enable our board of directors to issue shares to persons friendly to current management, which issuance could render more difficult or discourage an attempt to obtain control of our board by means of a merger, tender offer, proxy contest or otherwise, and thereby protect the continuity and entrenchment of our management and possibly deprive the shareholders of opportunities to sell their shares of our common stock at prices higher than prevailing market prices.

### SHAREHOLDER MATTERS

As an issuer of "penny stock," the protection provided by the federal securities laws relating to forward-looking statements does not apply to us if our shares are considered to be penny stocks. Although the federal securities laws provide a safe harbor for forward-looking statements made by a public company that files reports under the federal securities laws, this safe harbor is not available to issuers of penny stocks. As a result, we will not have the benefit of this safe harbor protection in the event of any claim that the material provided by us, including this prospectus, contained a material misstatement of fact or was misleading in any material respect because of our failure to include any statements necessary to make the statements not misleading.

### CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Although we have not adopted formal procedures for the review, approval or ratification of transactions with related persons, we adhere to a general policy that such transactions should only be entered into if they are on terms that, on the whole, are no more favorable, or no less favorable, than those available from unaffiliated third parties and their approval is in accordance with applicable law. Such transactions require the approval of our board of directors.

When Arrow Cars International Inc. acquired Arrow Cars S.L., we issued 17,500,000 shares of common stock to Jeremy D. Harris, our President

Jeremy D. Harris is the personal guarantor on approximately \$1,050,000 related to our secured loan, credit lines and leasing contracts. In addition, by virtue of Spanish law, Mr. Harris is jointly and severally liable on all of the Company's bank lines of credit and automobile leasing contracts.

### SECURITIES AND EXCHANGE COMMISSION POSITION ON INDEMNIFICATION

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, may be permitted to directors, officers and controlling persons of the company, we have been advised by our special securities counsel that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy and is, therefore, unenforceable.

### EXPERTS

Our audited financial statement for the fiscal years ended December 31, 2010 and December 31, 2011, included in this prospectus have been audited by Labrozzi & Company, P.A. We include the financial statements in reliance on their report, given upon their authority as experts in accounting and auditing.

45

### LEGAL MATTERS

The Law Offices of David E. Wise, P.C., 9901 IH-10 West, Suite 800, San Antonio, Texas 78230, has passed upon the validity of the shares being offered and certain other legal matters and is representing us in connection with this



offering. Mr. Wise is not a shareholder of the Company.

WHERE YOU CAN FIND MORE INFORMATION

We have filed a registration statement on Form S-1, of which this prospectus is a part, with the U.S. Securities and Exchange Commission. Upon completion of the registration, we will be subject to the informational requirements of the Securities Exchange Act of 1934, as amended ("Exchange Act"), and, in accordance therewith, will file all requisite reports, such as Forms 10-K, 10-Q and 8-K, proxy statements and information statements under Section 14 of the Exchange Act and other information with the Commission. Such reports, proxy statements, this registration statement and other information, may be inspected and copied at the public reference facilities maintained by the Commission at 100 F Street NE, Washington, D.C. 20549. Copies of all materials may be obtained from the Public Reference Section of the Commission's Washington, D.C. office at prescribed rates. You may obtain information regarding the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The Commission also maintains a Web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the Commission at <http://www.sec.gov>.

You may request, and we will voluntarily provide, a copy of our filings, including our annual report, which will contain audited financial statements, at no cost to you, by writing or telephoning us at the following address and telephone number:

Arrow Cars International Inc., Calle del Escritor Herrera Santaolla No. 2, Malaga, Spain 29140; Tel.: 0034 952623297

FINANCIAL STATEMENTS

Our unaudited financial statements for the nine month period ending September 30, 2012 and September 30, 2011, and the audited financial statements of Arrow Cars International Inc (Successor) and Predecessor (Arrow Cars SL) for the fiscal years ended December 31, 2010, and December 31, 2011, commence on page F-1 and are included in this prospectus.

46

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and  
Arrow Cars International Inc. and its Predecessor,  
Malaga, Spain.

We have audited the accompanying balance sheets of Arrow Cars International, Inc (Successor) and its Predecessor (Arrow Cars S.L.) as of December 31, 2010 and 2011 and the related statements of operations, statements of shareholders' equity (deficit), and statements of cash flows for the years then ended. These financial statements are the responsibility of the company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Arrow Cars International, Inc (Successor) and its Predecessor (Arrow Cars S.L.) as of December 31, 2010 and 2011 and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

/s/ Labrozzi & Co., PA

-----  
Miami, FL  
August 10, 2012

F-1

Arrow Cars International Inc (Successor) and Predecessor (Arrow Cars SL)  
Consolidated Balance Sheets

<TABLE>  
<CAPTION>

	December 31, 2010	September 30, 2011	December 31, 2011	March 8, 2012	September 30, 2012
	Predecessor	Predecessor- Unaudited	Predecessor	Predecessor- Unaudited	Successor- Unaudited
<S>	<C>	<C>	<C>	<C>	<C>
<b>ASSETS</b>					
Cash	\$ 17,286	\$ 4,995	\$ 7,517	\$ 16,277	\$ 18,287
Accounts receivable - trade	377,720	19,573	5,997	14,627	4,727
Tax Rebates receivable	22,484	18,673	12,391	24,356	4,298
Installment sales receivable	--	--	--	83,464	253,693
<b>TOTAL CURRENT ASSETS</b>	<b>417,490</b>	<b>43,241</b>	<b>25,905</b>	<b>138,724</b>	<b>281,006</b>
<b>FIXED ASSETS</b>					
Revenue earning equipment - cars, net of accumulated depreciation	837,254	759,239	728,614	702,273	570,105
Lease deposits	11,929	51,836	11,663	11,834	11,570
Property and equipment, net of accumulated depreciation	12,337	12,542	12,090	15,113	14,363
Guarantor deposits - related party	89,760	91,412	88,121	89,413	87,420
Guarantor deposits - third party	36,661	32,654	22,288	22,602	16,969
<b>TOTAL FIXED ASSETS</b>	<b>987,941</b>	<b>947,683</b>	<b>862,776</b>	<b>841,235</b>	<b>700,428</b>
<b>Total Assets</b>	<b>\$1,405,431</b>	<b>\$ 990,924</b>	<b>\$ 888,681</b>	<b>\$ 979,959</b>	<b>\$ 981,434</b>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>					
<b>CURRENT LIABILITIES</b>					
Accounts Payable	\$ 166,720	\$ 22,084	\$ 48,580	\$ 59,231	\$ 31,404
Lines of credit	568,507	592,807	572,060	585,046	571,969
Leasing contracts - current	47,416	24,083	98,419	88,870	34,255
Deposits on rental cars	25,884	13,718	22,478	18,666	26,878
Due to shareholders	15,411	28,958	30,693	31,143	29,049
Due to third parties	36,662	32,654	22,288	20,160	11,393
Salaries payable	13,235	2,961	1,945	3,373	1,286
Taxes payable	25,590	10,959	23,057	48,580	43,163
<b>TOTAL CURRENT LIABILITIES</b>	<b>899,425</b>	<b>728,224</b>	<b>819,520</b>	<b>903,648</b>	<b>749,397</b>
<b>LONG TERM LIABILITIES</b>					
Secured loans	72,718	69,728	63,117	61,245	50,106
Leasing contracts	368,712	347,253	261,714	318,671	393,081
<b>TOTAL LONG TERM LIABILITIES</b>	<b>441,430</b>	<b>416,981</b>	<b>324,831</b>	<b>379,916</b>	<b>443,187</b>
<b>TOTAL LIABILITIES</b>	<b>1,340,855</b>	<b>1,145,205</b>	<b>1,144,351</b>	<b>1,234,984</b>	<b>1,192,584</b>
Common stock	27,000	27,000	27,000	27,000	30,450
Additional paid in capital	65,095	65,095	65,095	65,095	145,145
Accumulated deficit	(29,158)	(246,376)	(347,765)	(343,294)	(386,300)
Other comprehensive (Loss) / Gain	1,639	--	--	(3,826)	(445)
<b>TOTAL SHAREHOLDERS' EQUITY / (DEFICIT)</b>	<b>64,576</b>	<b>(154,281)</b>	<b>(255,670)</b>	<b>(255,025)</b>	<b>(211,150)</b>
<b>TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY / (DEFICIT)</b>	<b>\$1,405,431</b>	<b>\$ 990,924</b>	<b>\$ 888,681</b>	<b>\$ 979,959</b>	<b>\$ 981,434</b>

</TABLE>

F-2

Arrow Cars International Inc (Successor) and Predecessor (Arrow Cars SL)  
Consolidated Statement of Operations

<TABLE>  
<CAPTION>

	For the Year Ended December 31, 2010	Nine Months ended September 30, 2011	For the Year Ended December 31, 2011	For the period January 1 to March 8, 2012	For the period March 9 to September 30, 2012	Nine Months ended September 30, 2012
	Predecessor	Predecessor- Unaudited	Predecessor	Predecessor- Unaudited	Successor- Unaudited	Successor- Unaudited
<S>	<C>	<C>	<C>	<C>	<C>	<C>
<b>REVENUES</b>						

Car Rental Income	\$ 750,061	\$ 525,686	\$ 608,131	\$ 97,211	\$ 294,431	\$ 391,642
TOTAL REVENUES	750,061	525,686	608,131	97,211	294,431	391,642
Cost of Rental Sales	137,689	103,552	159,765	17,974	70,731	88,705
TOTAL COST OF SALES	137,689	103,552	159,765	17,974	70,731	88,705
GROSS PROFIT	612,372	422,134	448,366	79,237	223,700	302,937
OPERATING EXPENSES						
General and Administrative	555,927	481,567	572,373	33,709	291,664	325,373
Depreciation	122,820	126,421	161,489	29,794	90,270	120,064
TOTAL OPERATING EXPENSES	678,747	607,988	733,862	63,503	381,934	445,437
LOSS BEFORE OTHER INCOME (EXPENSES)	(66,375)	(185,854)	(285,496)	15,734	(158,233)	(142,499)
OTHER INCOME (EXPENSES)						
Auto Sales - Net	(751)	(5,420)	(1,657)	22,786	124,573	147,359
Interest Income	--	3,532	--	179	2,369	2,548
Interest Expense	(29,927)	(22,412)	(29,815)	(11,701)	(29,302)	(41,003)
Exchange Rate Difference	--	--	(1,639)	--	157	157
TOTAL OTHER (INCOME) AND EXPENSES	(30,678)	(31,364)	(33,111)	11,264	92,701	103,965
NET LOSS BEFORE PROVISION FOR INCOME TAX	(97,053)	(217,218)	(318,607)	4,471	(43,005)	(38,535)
PROVISION FOR INCOME TAXES	--	--	--	--	--	--
NET LOSS	\$ (97,053)	\$ (217,218)	\$ (318,607)	\$ 4,471	\$ (43,005)	\$ (38,535)
BASIC AND DILUTED LOSS PER SHARE						\$ (0.00)
Basic and Diluted Weighted Average Number of Shares Outstanding						20,303,935

</TABLE>

F-3

Arrow Cars International Inc (Successor) and Predecessor (Arrow Cars SL)  
Consolidated Statement of Stockholders' Equity / Deficit

<TABLE>

<CAPTION>

	Common Stock		Additional Paid in Capital	Accumulated Deficit	Other comprehensive (Loss)/Gain	Total Stockholders' Equity/Deficit
	Shares	Amount				
<S>	<C>	<C>	<C>	<C>	<C>	<C>
DECEMBER 31, 2010 (PREDECESSOR)	27,000,000	\$ 27,000	\$ 65,095	\$ (29,158)	\$ 1,639	\$ 64,576
Net Loss	--	--	--	(217,218)	--	(217,218)
Exchange rate gain / loss	--	--	--	--	(1,639)	(1,639)
SEPTEMBER 30, 2011 (PREDECESSOR)	27,000,000	\$ 27,000	\$ 65,095	\$ (246,376)	\$ --	\$ (154,281)
Net Loss	--	--	--	(101,389)	--	(101,389)
DECEMBER 31, 2011 (PREDECESSOR)	27,000,000	\$ 27,000	\$ 65,095	\$ (347,765)	\$ --	\$ (255,670)
Net Profit	--	--	--	4,471	--	4,471
Other comprehensive Loss	--	--	--	--	(3,826)	(3,826)
MARCH 7, 2012 (PREDECESSOR)	27,000,000	\$ 27,000	\$ 65,095	\$ (343,294)	\$ (3,826)	\$ (255,025)
Common stock issued for services	3,000,000	3,000	--	--	--	3,000
Common stock sold at \$0.20	450,000	450	89,550	--	--	90,000
Successor losses pre-Reverse Capitalization	--	--	(9,500)	--	--	(9,500)

Net Loss	--	--	--	(43,005)	--	(43,005)
Other comprehensive Loss	--	--	--	--	3,381	3,381
SEPTMBER 30, 2012 (SUCCESSOR)	30,450,000	\$ 30,450	\$ 145,145	\$ (386,300)	\$ (445)	\$ (211,150)

F-4

Arrow Cars International Inc (Successor) and Predecessor (Arrow Cars SL)  
Statement of Cash Flows

<TABLE>  
<CAPTION>

	December 31, 2010	September 30, 2011	December 31, 2011	March 8, 2012	September 30, 2012
	Predecessor	Predecessor- Unaudited	Predecessor	Predecessor- Unaudited	Successor- Unaudited
<S>	<C>	<C>	<C>	<C>	<C>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>					
Net profit / (loss)	\$ (97,053)	\$ (217,218)	\$ (318,607)	\$ 4,471	\$ (38,535)
Common stock issued for services	--	--	--	--	3,000
Depreciation	122,820	126,421	161,489	29,794	120,064
Adjustments to reconcile net loss to net cash used in operating activities:					
Changes in Operating Assets and Liabilities:					
Accounts receivable - trade	(95,084)	358,147	371,723	(8,630)	1,270
Tax rebates receivable	28,171	3,811	10,093	(11,965)	8,093
Installment sales receivable	--	--	--	(83,464)	(253,693)
Lease deposit	(3,184)	(39,907)	266	(171)	93
Guarantor deposits - related party	9,578	(1,652)	1,639	(1,292)	701
Guarantor deposits - third party	(36,661)	4,007	14,373	(314)	5,319
Accounts payable	5,883	(144,635)	(118,140)	10,651	(17,176)
Deposits on rental cars	(10,034)	(12,166)	(3,406)	(3,812)	4,400
Due to shareholders	8,947	13,547	15,282	450	(1,644)
Due to third party	36,661	(4,008)	(14,374)	(2,128)	(10,895)
Salaries payable	10,026	(10,275)	(11,290)	1,428	(659)
Taxes payable	25,590	(14,631)	(2,533)	25,523	20,106
NET CASH USED IN OPERATING ACTIVITIES:	5,660	61,442	106,515	(39,459)	(159,557)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>					
Property and Equipment	--	(205)	(1,323)	(3,023)	(2,273)
Revenue Earning Assets - Cars	(589,019)	(48,406)	(52,849)	(3,453)	38,444
NET CASH PROVIDED BY INVESTING ACTIVITIES:	(589,019)	(48,611)	(54,172)	(3,453)	36,171
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>					
Proceeds - line of credit, net	281,477	24,300	3,533	12,986	(91)
Proceeds - Secured Loans	72,718	(2,990)	(9,601)	(1,872)	(13,011)
Proceeds - Leasing Contracts	57,014	(44,792)	(56,044)	47,408	67,203
Proceeds from common stock sold	--	--	--	--	450
Paid in capital	89,760	--	--	--	80,050
NET CASH PROVIDED BY FINANCING ACTIVITIES:	500,969	(23,482)	(62,112)	58,521	134,601
Other comprehensive (Loss) / Gain	--	(1,639)	--	(3,826)	(445)
Net decrease in cash	(82,390)	(12,291)	(9,769)	11,783	10,770
Cash at Beginning of Year	99,676	17,286	17,286	7,517	7,517
Cash at End of the Period	\$ 17,286	\$ 4,995	\$ 7,517	\$ 16,277	\$ 18,287
<b>SUPPLEMENTARY CASH FLOW INFORMATION:</b>					
Interest Paid	\$ 29,927	\$ 22,412	\$ 29,815	\$ 11,701	\$ 41,003
Taxes Paid	\$ --	\$ --	\$ --	\$ --	\$ --

</TABLE>

F-5

Arrow Cars International Inc (Successor) and Predecessor (Arrow Cars SL)  
Notes to the Audited Financial Statements  
December 31, 2010 & December 31, 2011 and the Unaudited Interim  
Periods September 30 2011 & September 30, 2012

## NOTE 1 BACKGROUND

A summary of the significant accounting policies consistently applied in the preparation of the accompanying consolidated financial statements follows:

Arrow Cars International Inc. ("Successor", "Company", or "ACI") a private company, was organized under the laws of Florida on March 8 2012. Arrow Cars SL ("ACSL" or "Predecessor") a private limited company, was organized under the laws of Spain on January 21, 2008. On April, 1, 2012, Arrow Cars SL executed a reverse recapitalization with Arrow Cars International Inc. See Note 3. ACI (Successor) is a holding company that conducts operations through its wholly owned subsidiary ACSL (Predecessor). The company's business model, described below, involves leasing and rent-to-own concepts whereby the respective clients are usually unable, unwilling, or lack credit-worthiness to purchase or lease vehicles conventionally. Clients may go through a website called [www.autooasis europe.com](http://www.autooasis europe.com) or walk-in to the offices to conduct transactions.

The Company's brand name is AutoOasis and the vehicles are leased and/or sold under this identity. The process works as follows:

1. A new vehicle is provided by the AutoOasis "Easy Car Leasing" service. For between twelve to 36 months the vehicle will be used for longer term, flexible rentals of 28 day minimum duration periods. The client may extend the rental or return the car without penalty. This feature is for clients that do not wish to purchase the vehicle.
2. Once the vehicle surpasses the "Easy Car Leasing" phase (between 12 to 36 months), the Company transfers it to the "Rent to Own" Program and substantially "sells" the car under a "Rent-to-Own" 36 month contract. No credit checks are performed. The car may be returned, if necessary, without penalty if the client's circumstances change such as if the client loses his job or his business is not doing well.
3. When the 36 month "Rent-to-Own" contract expires, the customer may either keep the vehicle as it will have been paid in full, or,
4. Return the car to AutoOasis, using the vehicle as a deposit for a newer "Rent-to-Own" car and continue to pay monthly lease payments for an additional 36 months. The value of returned "Rent to Own" vehicle will be assessed on mileage, condition, age, market value and cost of repairs, etc. The assessed valuation will be used toward the deposit required to begin a new "Rent to Own" contract. If the valuation is less than the initial 30% deposit the customer will be asked to supplement the difference. If the valuation is greater than the initial 30% deposit the extra amount will be deducted from the monthly rental payments (by way of reducing the total contract period or reduced monthly rental amounts. This decision will always be the customer's choice).
5. Returned Extended Lease vehicles are restored and "re-sold" continuing the lease revenue for an additional 36 month term.

On December 16, 2010, the Company executed an agreement with GEP Partners Plc., a limited company based in Dubai and the United Kingdom. GEP Partners agreed to act as financial advisor in assisting the Company to merge with a fully listed, compliant, and registered company listed on the OTCBB in the United States. In exchange, the Company agreed to pay \$135,000 in fees and exchange 3,000,000 company's equity at a valuation of \$0.001 per share. In March 2012, due to the fact that a suitable candidate had not been identified. The Company and GEP verbally agreed that the Company (Predecessor) would be acquired by a private Florida corporation (the Successor) and subsequently file a registration statement with the SEC, and that GEP would continue to be retained to consult in the process of assisting Arrow Cars International Inc. with registering its shares with the SEC and helping the Company with having its common stock quoted on the Over-the-Counter Bulletin Board.

F-6

Arrow Cars International Inc (Successor) and Predecessor (Arrow Cars SL)  
Notes to the Audited Financial Statements  
December 31, 2010 & December 31, 2011 and the Unaudited Interim  
Periods September 30 2011 & September 30, 2012

## NOTE 2 BASIS OF PRESENTATION AND RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

### BASIS OF PRESENTATION

Arrow Cars International Inc and its fully owned subsidiary provide long term car rental services to businesses and consumers in Spain. The accompanying Financial Statements include the accounts and transactions of ACSL (Predecessor) and ACI (Successor).

In presenting the Financial Statements in accordance with accounting principles generally accepted in the United States, management makes estimates and assumptions that affect the amounts reported and related disclosures. Estimates, by their nature, are based on judgment and available information. Accordingly, actual results could differ from those estimates.

### ACCOUNTING PRINCIPLES

The Company's Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP").

#### CASH EQUIVALENTS

Cash equivalents include all highly liquid investments with an original maturity of three months or less. We maintain cash and cash equivalents at several Spanish financial institutions whereby the balances are not insured. However, we have not experienced any losses in such accounts and believe we are not exposed to any significant credit risks on such accounts. As of the years ended December 31, 2010, December 31, 2011 and the interim periods September 30, 2011 and September 30, 2012, there were no cash equivalents.

#### USE OF ESTIMATES AND ASSUMPTIONS

The use of estimates and assumptions as determined by management is required in the preparation of the Financial Statements in conformity with GAAP. These estimates are based on management's evaluation of historical trends and other information available when the Financial Statements are prepared. Changes in estimates are recognized in accordance with the accounting rules for the estimate. Actual results could differ from those estimates.

#### VEHICLES

Leased vehicles are carried at cost, net of accumulated depreciation. Depreciation for vehicles is provided using straight line method at a rate of 16% per annum. Once a vehicle enters the "Rent to Own" program it is no longer depreciated as it is deemed to have been sold.

F-7

Arrow Cars International Inc (Successor) and Predecessor (Arrow Cars S1)  
Notes to the Audited Financial Statements  
December 31, 2010 & December 31, 2011 and the Unaudited Interim  
Periods September 30 2011 & September 30, 2012

We depreciate leased vehicles for a period generally for 12 to 36 months at 16% per annum depending on when the vehicles enter in the "Rent to Own" program.

Vehicle-related interest expense amounts were \$29,815 and \$29,927 for 2011 and 2010 respectively; and \$41,003 and \$22,412 for the 9 months ended September 30, 2012 and September 30, 2011 respectively.

#### REVENUE RECOGNITION

Revenue from newer vehicles leased from the Company, in conjunction with the shorter term leases, the "Easy Car Leasing" program, is recognized when the lease agreement is signed in conjunction with the following:

- \* Persuasive evidence of an arrangement exists.
- \* Delivery has occurred or services have been rendered.
- \* The seller's price to the buyer is fixed or determinable.
- \* Collectability is reasonably assured.

In connection with the lease/purchase feature, the "Rent to Own" program, revenue is recognized upon execution of the agreement which provides for a non-refundable thirty-six month lease term. Generally, the customer has the right to acquire title through payment of all required lease payments. If the customer fails to pay, the Company will activated the tracking system installed in the vehicle and subsequently repossess the vehicle. This vehicle would be returned to the Company's inventory and the installments receivable would be deemed uncollectable. The customer also has the option to return the vehicle of his or her own free will. In any case, the value of the vehicle returned to inventory would always be the total amount of pending installments payable at the time that the vehicles was either returned or repossessed.

#### PROPERTY AND EQUIPMENT

Property and equipment (including leasehold improvements) are stated at cost, net of accumulated depreciation and amortization. Depreciation is computed utilizing the straight-line method over the estimated useful lives of the related assets. Amortization of leasehold improvements is computed utilizing the straight-line method over the estimated benefit period of the related assets, which may not exceed 20 years, or the lease term, if shorter. Useful lives are as follows:

Buildings	39 years
Furniture, fixtures & equipment	3 to 10 years
Capitalized software	3 to 7 years
Buses and support vehicles	4 to 15 years
Revenue earning assets - Cars	6.25 years

#### IMPAIRMENT OF LONG-LIVED ASSETS

The Company is required to assess goodwill and other indefinite-lived intangible assets for impairment annually, or more frequently if circumstances indicate impairment may have occurred. The Company performs its annual

F-8

Arrow Cars International Inc (Successor) and Predecessor (Arrow Cars S1)  
Notes to the Audited Financial Statements  
December 31, 2010 & December 31, 2011 and the Unaudited Interim  
Periods September 30 2011 & September 30, 2012

impairment assessment in the fourth quarter of each year at the reporting unit level. If the carrying value of an intangible asset exceeds its fair value, an impairment loss is recognized in an amount equal to that excess.

The Company assesses goodwill for such impairment by comparing the carrying value of each reporting unit to its fair value using the present value of expected future cash flows. When available and as appropriate, comparative market multiples and other factors are used to corroborate the discounted cash flow results.

The Company also evaluates the recoverability of its other long-lived assets, including amortizable intangible assets, if circumstances indicate impairment may have occurred. This analysis is performed by comparing the respective carrying values of the assets to the expected future cash flows, on an undiscounted basis, to be generated from such assets. Property and equipment is evaluated separately within each segment. If such analysis indicates that the carrying value of these assets is not recoverable, the carrying value of such assets is reduced to fair value.

#### ADVERTISING EXPENSES

Advertising costs are generally expensed in the period incurred. Advertising expenses, recorded within general and administrative expense on our Statements of Operations, include radio, television, "yellow pages" and other advertising, Internet advertising and other promotions and were \$11,238 and \$11,015 in 2011 and 2010 respectively; and \$11,296 and \$9,682 for the 9 months ended September 30, 2012 and September 30, 2011 respectively.

#### TAXES

The Company accounts for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements. Under this method, deferred tax assets and liabilities are determined based on the differences between the financial statement and tax basis of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date.

The Company records net deferred tax assets to the extent it believes that it is more likely than not that these assets will be realized. In making such determination, the Company considers all available positive and negative evidence, including scheduled reversals of deferred tax liabilities, projected future taxable income, tax planning strategies and recent results of operations. In the event the Company were to determine that it would be able to realize the deferred income tax assets in the future in excess of their net recorded amount, the Company would adjust the valuation allowance, which would reduce the provision for income taxes.

The Company reports revenues net of any tax assessed by a governmental authority that is both imposed on and concurrent with a specific revenue-producing transaction between a seller and a customer.

F-9

Arrow Cars International Inc (Successor) and Predecessor (Arrow Cars S1)  
Notes to the Audited Financial Statements  
December 31, 2010 & December 31, 2011 and the Unaudited Interim  
Periods September 30 2011 & September 30, 2012

#### LOSS PER COMMON SHARE

Basic earnings (loss) per common share are based upon the weighted average number of common shares outstanding during each period presented. Diluted earnings per common share are based upon the weighted average number of common shares outstanding during the period, plus, if dilutive, the assumed exercise of stock options at the beginning of the year, or for the period outstanding during the year for current year issuances.

#### NEW ACCOUNTING PRONOUNCEMENTS

In September 2011, the FASB issued Accounting Standards Update 2011-08,

Intangibles--Goodwill and Other (Topic 350): Testing Goodwill for Impairment ("ASU 2011-08"), which allows companies to waive comparing the fair value of a reporting unit to its carrying amount in assessing the recoverability of goodwill if, based on qualitative factors, it is not more likely than not that the fair value of a reporting unit is less than its carrying amount. ASU 2011-08 will be effective for annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011, with early adoption permissible. The adoption of this standard is not expected to have a material impact on our consolidated statement of earnings, financial condition, and statement of cash flows or earnings per share.

In June 2011, the FASB issued Accounting Standards Update 2011-05, Comprehensive Income (Topic 220): Presentation of Comprehensive Income ("ASU 2011-05"), which allows an entity the option to present the total of comprehensive income, the components of net income, and the components of other comprehensive income either in a single continuous statement of comprehensive income or in two separate but consecutive statements. In both choices, an entity is required to present each component of net income along with total net income, each component of other comprehensive income along with a total for other comprehensive income, and a total amount for comprehensive income. ASU 2011-05 eliminates the option to present the components of other comprehensive income as part of the statement of changes in stockholders' equity. The amendments to the Codification in the ASU do not change the items that must be reported in other comprehensive income or when an item of other comprehensive income must be reclassified to net income and are effective for fiscal years, and interim periods within those years, beginning after December 15, 2011, with early adoption permissible. The adoption of ASU 2011-05 will not have a financial impact on our consolidated statement of earnings, financial condition, and statements of cash flows or earnings per share.

In May 2011, the FASB issued Accounting Standards Update 2011-04, Fair Value Measurement (Topic 820): Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRSs ("ASU 2011-04"). The amendments in this ASU generally represent clarification of Topic 820, but also include instances where a particular principle or requirement for measuring fair value or disclosing information about fair value measurements has changed. This update results in common principles and requirements for measuring fair value and for disclosing information about fair value measurements in accordance with U.S. GAAP and IFRS. The amendments are effective for interim and annual periods beginning after December 15, 2011 and are to be applied prospectively.

F-10

Arrow Cars International Inc (Successor) and Predecessor (Arrow Cars S1)  
Notes to the Audited Financial Statements  
December 31, 2010 & December 31, 2011 and the Unaudited Interim  
Periods September 30 2011 & September 30, 2012

Early application is not permitted. The adoption of ASU 2011-04 will not have a material impact on our consolidated statement of earnings, financial condition, and statement of cash flows or earnings per share.

From time to time, new accounting pronouncements are issued by the FASB or other standards setting bodies that we adopt as of the specified effective date. Unless otherwise discussed, we believe the impact of any other recently issued standards that are not yet effective are either not applicable to us at this time or will not have a material impact on our consolidated financial statements upon adoption.

#### NOTE 3 REVERSE RECAPITALIZATION

On April 1, 2012, the ACI (Successor) merged with ACSL (Predecessor), a private corporation, and ACSL became the surviving corporation, in a transaction treated as a reverse recapitalization. ACI did not have any material operations and majority-voting control was transferred to ACSL.

In the recapitalization, ACI issued 27,000,000 shares of common stock in exchange for all of ACSL's 3,006 issued and outstanding shares of common stock. For financial reporting purposes, the 3,006 shares have been recast to 27,000,000 shares in accordance with an exchange ratio of 8,982 for 1. The transaction resulted in ACSL's shareholders acquiring approximately 100% control.

The transaction also required a recapitalization of ACSL. Since ACSL acquired a controlling voting interest, it was deemed the accounting acquirer, while ACI was deemed the legal acquirer. The historical financial statements of the Company are those of ACSL and of the consolidated entities from the date of recapitalization and subsequent.

Since the transaction is considered a reverse recapitalization, the presentation of pro-forma financial information was not required. All share and per share amounts have been retroactively restated to the earliest periods presented to reflect the transaction.

#### NOTE 4 VEHICLES AND PROPERTY AND EQUIPMENT



The Company's tangible assets at December 31 2010, December 31 2011 and the interims periods September 30 2012 and September 30 2012 consisted of the following:

	December 31, 2010	September 30, 2011	December 31, 2011	September 30, 2012
Vehicles	\$ 956,989	\$1,019,642	\$1,010,084	\$ 870,535
Property	15,420	15,678	15,113	17,362
SUBTOTAL	972,409	1,035,320	1,025,197	887,897

F-11

Arrow Cars International Inc (Successor) and Predecessor (Arrow Cars S1)  
Notes to the Audited Financial Statements  
December 31, 2010 & December 31, 2011 and the Unaudited Interim  
Periods September 30 2011 & September 30, 2012

Depreciation Vehicles	119,735	260,402	281,471	300,430
Depreciation Property	3,083	3,135	3,022	2,998
SUBTOTAL	122,818	263,537	284,493	303,428
NET VALUE	\$ 849,591	\$ 771,782	\$ 740,704	\$ 584,469

Leased vehicles are carried at cost, net of accumulated depreciation. While the vehicles are in the "Easy Car Leasing" program, depreciation for these vehicles is provided using straight line method at a rate of 16% per annum. Once a vehicle enters the "Rent to Own" program it is no longer depreciated as it is deemed to have been sold.

Depreciation expense for December 31, 2010 and 2011 were \$122,820 and \$161,489 respectively; also \$120,064 and \$126,421 for the 9 months ended September 30, 2012 and September 30, 2011 respectively.

NOTE 5 DEBT

A) DUE TO SHAREHOLDERS

From time to time, the Company receives advances from shareholders in the normal course of business. As of December 31, 2010 and December 31, 2011 the Company owed shareholders \$15,411 and \$30,693 respectively; and as of September 30, 2011 and September 30, 2012 the Company owed shareholders \$28,958 and \$29,049 respectively. The advances are non-interest bearing, un-secured and due on demand.

B) DUE TO THIRD PARTY

On April 15, 2010, the Company executed an agreement with a third party who provided personal guarantor loan collateral so the Company could secure financing for a fleet of cars. The third party offered his personal residence as collateral in exchange for 7% of the value of the house paid annually for three years. Monies owed as of December 31, 2010 and December 31, 2011 amounted to \$36,662 and \$22,288 respectively; and for the nine months ended September 30, 2011 and September 30, 2012 \$32,654 and \$11,393 respectively.

C) LOANS AND LINES OF CREDIT

The Company's "Other debt" consists of a combination of leasing contracts, secured loans and letters of credit (overdraft facilities):

F-12

Arrow Cars International Inc (Successor) and Predecessor (Arrow Cars S1)  
Notes to the Audited Financial Statements  
December 31, 2010 & December 31, 2011 and the Unaudited Interim  
Periods September 30 2011 & September 30, 2012

<TABLE>  
<CAPTION>

	December 31, 2010	September 30, 2011	December 31, 2011	September 30, 2012
<S>	<C>	<C>	<C>	<C>
LEASING CONTRACTS				
Banco Popular (various loans all maturing June 2, 2015 bearing 4.24% interest rate)	\$257,535	\$224,223	\$227,803	\$243,258

Bankinter (various loans maturing during 2014 and 2015 with varying interest rates from 3,19% to 3,96%	148,004	135,621	121,951	175,687
Banco Santander (maturing February 15, 2015 bearing interest rate of 7,49%	10,589	11,491	10,379	8,137
	-----	-----	-----	-----
	\$416,128	\$371,335	\$360,133	\$427,082
	=====	=====	=====	=====
SECURED LOANS				
Banco Popular	72,718	69,728	63,117	50,106
	-----	-----	-----	-----
	\$ 72,718	\$ 69,728	\$ 63,117	\$ 50,106
	=====	=====	=====	=====
RENEWABLE LETTERS OF CREDIT				
Bankinter - 0799 50 000032.7	264,456	268,858	259,180	257,119
Bankinter - 0799 50 050111,4	264,402	268,857	259,180	257,119
Banco Popular - 075 0953 0050 010449	39,649	55,091	53,700	57,731
	-----	-----	-----	-----
	\$568,507	\$592,807	\$572,060	\$571,969
	=====	=====	=====	=====

</TABLE>

#### NOTE 6 EQUITY

##### A) COMMON STOCK

The Company has 100,000,000 authorized common shares and 30,450,000 issued and outstanding at September 30, 2012.

The issuance of the common stock to date was as follows:

##### 1) Common stock issued as a result of the reverse recapitalization

Date	Shareholder	Shares
----	-----	-----
4/1/2012	Hill, Nicholas Paul	5,400,000
4/2/2012	Harris, Jeremy Dean	17,550,000
4/3/2012	Perez Conejo, Sergio	4,050,000
		-----
		27,000,000
		=====

F-13

Arrow Cars International Inc (Successor) and Predecessor (Arrow Cars S1)

Notes to the Audited Financial Statements

December 31, 2010 & December 31, 2011 and the Unaudited Interim

Periods September 30 2011 & September 30, 2012

##### 2) Common Stock issued for services

Date	Shareholder	Shares
----	-----	-----
4/4/2012	Global Equity Partners Plc.	3,000,000
		-----
		3,000,000
		=====

##### 3) Common stock issued to investors at \$0.20 per share

Date	Shareholder	Shares
----	-----	-----
04/15/12	Fielder, Gary Edward	25,000
04/15/12	Fielder, Julia	37,500
04/15/12	Brender, Jacqueline Louise	12,500
04/15/12	Brender, Janet Barbara	12,500
04/20/12	Putt, Robert John	25,000
04/20/12	Otero Romero, Elena	25,000
04/20/12	Putt, Martin John	25,000
04/21/12	Wright, Ronald William	25,000
04/21/12	Wright, Jean Margaret	25,000
04/21/12	Wright, Sandra Jean	25,000
05/09/12	Ingraham, Shirley May	12,500
05/09/12	Ingraham, Bruce Douglas	12,500
05/12/12	Brender, Fridolin Karl	12,500
05/23/12	Smith, Robert James	25,000
05/23/12	Smith, Elizabeth Kay	25,000
05/24/12	Richardson, Nigel K.	12,500
06/15/12	O' Donoghue, Sean Anthony	25,000
06/15/12	O' Donoghue, Niahm Mary Monica	25,000

07/03/12	Springett, Robin	12,500
07/03/12	Springett, Julia Catherine	12,500
06/01/12	Dawkins, Phillip Thomas	12,500
07/01/12	Branson, Olive Margaret	25,000
		-----
		450,000
		=====

NOTE 7 - INSTALLMENT SALES RECEIVABLE

Once the vehicle surpasses the initial 12 to 36 month rental phase, the Company transfers it to the "Rent to Own" program and substantially "Sells" the car under a "Rent-to-Own" 36 month contract. When this vehicle is sold, it is taken out of inventory and the amount that the vehicle is sold for becomes receivable in 36 equal installments.

F-14

Arrow Cars International Inc (Successor) and Predecessor (Arrow Cars S1)  
Notes to the Audited Financial Statements  
December 31, 2010 & December 31, 2011 and the Unaudited Interim  
Periods September 30 2011 & September 30, 2012

NOTE 8 LEASES

The Company executed a five year lease for its offices and a warehouse on December 1, 2009 expiring November 30, 2014. On April 30, 2012 this lease agreed was mutually rescinded and the Company entered into a new agreed to lease a different and larger premises. The Company executed a one year renewable up to five years lease for its new offices and a warehouse on May 12, 2012.

Rental expense was \$64,443 and \$71,936 as of December 31, 2011 and 2010 respectively. The Rental expense for the nine months September 30, 2012 and September 30 2011 amounted to \$40,141 and \$36,603.

F-15

We have not authorized any dealer, salesperson or other person to provide any information or make any representations about Arrow Cars International Inc., except the information or representations contained in this prospectus. You should not rely on any additional information or representations if made.

- \* except the common stock covered by this prospectus
- \* in any jurisdiction in which the distribution, offer or solicitation is not authorized
- \* in any jurisdiction where the dealer or other salesperson is not qualified to make the offer or solicitation;
- \* to any person who is not a United States resident or who is outside the jurisdiction of the United States

The delivery of this prospectus or any accompanying sale does not imply that:

- \* there have been no changes in the affairs of Arrow Cars International Inc. after the date of this prospectus; or
- \* the information contained in this prospectus is correct after the date of this prospectus.

During the 180 days following the date of this prospectus, all dealers effecting transactions in the registered securities, whether or not participating in this distribution, may be required to deliver a prospectus. This is in addition to the obligation of dealers to deliver a prospectus when acting as underwriters.

PROSPECTUS

12,500,000 SHARES OF COMMON STOCK

ARROW CARS INTERNATIONAL INC.

\_\_\_\_\_, 2013

PART II. INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The estimated expenses of the offering all of which are to be paid by the registrant are as follows (to be provided by Amendment):

SEC Registration Fee	\$	682
Printing Expenses		
Accounting Fees and Expenses		
Legal Fees and Expenses		
Blue Sky Fees/Expenses		
Miscellaneous		



Janet B. Brender	12,500
Robert J. Putt	25,000
Elena Otero Romero	25,000
Martin J. Putt	25,000
Ronald W. Wright	25,000
Jean M. Wright	25,000
Sandra J. Wright	25,000
Shirley M. Ingraham	12,500
Bruce D. Ingraham	12,500
Fridolin K. Brender	12,500
Robert J. Smith	25,000
Elizabeth K. Smith	25,000
Nigel K. Richardson	12,500
Sean A. O'Donoghue	25,000
Niahm Mary Monica O'Donoghue	25,000
Robin Springett	12,500
Julia C. Springett	12,500
Phillip T. Dawkins	12,500
Olive M. Branson	25,000
	-----
	450,000
	=====

SUB-TOTAL: 30,450,000 shares of common stock outstanding after the issuance of such 450,000 shares.

TOTAL: 30,450,000 shares of common stock outstanding after the above issuances.

A total of 25,050,000 shares were issued to 25 persons (identified in Item 15.A, B. and C., above, except for Nicholas Paul Hill, who is a United States citizen or resident), who were not citizens or residents of the United States in reliance on the exemption under Regulation S promulgated under the Securities Act of 1933, as amended ("33 Act"), as the issuance of the stock did not involve a public offering of securities.

II-2

We believe that Regulation S was available to us for the issuance of such 25,050,000 because:

- \* we did not employ a "distributor" (as defined in Rule 902 of Regulation S);
- \* each investor represented and proved to us that he was not a "U.S. person" (as defined in Rule 902 of Regulation S);
- \* all of the offers and sales were made within the one-year compliance period of Category 3 of Rule 903 of Regulation S, applicable to non-reporting issuers;
- \* each investor represented to us that he was acquiring the securities for his own account for investment and not for the account of any other person and not with a view to or for distribution, assignment or resale in connection with any distribution within the meaning of the 33 Act;
- \* we provided each investor with written disclosure prior to sale or transfer that the securities have not been registered under the 33 Act and, therefore, cannot be resold unless they are registered under the 33 Act or unless an exemption from registration is available;
- \* each investor agreed not to sell or otherwise transfer the purchased securities unless they are registered under the 33 Act and any applicable state laws, or an exemption or exemptions from such registration are available; each investor had knowledge and experience in financial and other business matters such that he was capable of evaluating the merits and risks of an investment in us;
- \* such investor was given information and access to all of our documents, records, books, officers and directors, our executive offices pertaining to the investment and was provided the opportunity to ask questions and receive answers regarding the terms and conditions of the offering and to obtain any additional information that we possess or were able to acquire without unreasonable effort and expense;
- \* each investor had no need for liquidity in their investment in us and could afford the complete loss of their investment in us;
- \* we did not employ any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio;
- \* we did not conduct, hold or participate in any seminar or meeting whose attendees had been invited by any general solicitation or general advertising;
- \* we placed a legend on each certificate or other document that evidences the securities stating that the securities have not been registered under the 33 Act and setting forth or referring to the restrictions on transferability and sale of the securities; we placed stop transfer instructions in our stock transfer records; no underwriter was involved in the offering;
- \* we made independent determinations that such person was a sophisticated or accredited investor and that he was capable of

analyzing the merits and risks of their investment in us, that he understood the speculative nature of their investment in us and that he could lose their entire investment in us; and we added the following legend to the certificates: "The shares represented by this certificate have not been issued to the registered owner in reliance upon written representations that these shares have not been registered under the Securities Act of 1933 ("Act") and are "restricted securities," as defined under Regulation S, and cannot be sold, transferred, assigned or traded in the United States for a period of 12 months from the date of issue and require written release from either the issuing company or their attorney prior to legend removal."

The 5,400,000 shares of common stock issued to Nicholas Paul Hill (identified in Item 15. B., above) in connection with the acquisition of Arrow Cars SL were issued in reliance on the exemption from registration pursuant to Section 4(2) of the 33 Act based on the following:

- \* each investor represented to us that he was acquiring the securities for his own account for investment and not for the account of any other person and not with a view to or for distribution, assignment or resale in connection with any distribution within the meaning of the 33 Act;
- \* we provided each investor with written disclosure prior to sale or transfer that the securities have not been registered under the 33 Act and, therefore, cannot be resold unless they are registered under the 33 Act or unless an exemption from registration is available;
- \* each investor agreed not to sell or otherwise transfer the purchased securities unless they are registered under the 33 Act and any applicable state laws, or an exemption or exemptions from such registration are available;

II-3

- \* each investor had knowledge and experience in financial and other business matters such that he was capable of evaluating the merits and risks of an investment in us;
- \* such investor was given information and access to all of our documents, records, books, officers and directors, our executive offices pertaining to the investment and was provided the opportunity to ask questions and receive answers regarding the terms and conditions of the offering and to obtain any additional information that we possesses or were able to acquire without unreasonable effort and expense; each investor had no need for liquidity in their investment in us and could afford the complete loss of their investment in us;
- \* we did not employ any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio;
- \* we did not conduct, hold or participate in any seminar or meeting whose attendees had been invited by any general solicitation or general advertising;
- \* we placed a legend on each certificate or other document that evidences the securities stating that the securities have not been registered under the 33 Act and setting forth or referring to the restrictions on transferability and sale of the securities;
- \* no broker-dealer or underwriter was involved in the sale of the shares; and
- \* we added the following legend to the certificates: "The shares represented by this certificate have been issued to the registered owner in reliance upon written representations that these shares have been taken for investment. These shares have not been registered under the Securities Act of 1933, as amended ("Act"), and may not be sold, transferred or assigned unless an opinion of counsel satisfactory to the company has been received by the company to the effect that such sale, transfer or assignment will not be in violation of the Act and the rules and regulations promulgated thereunder or applicable state securities laws."

EXHIBITS

The following Exhibits are filed as part of this Registration Statement:

Exhibit No.	Document Description
2*	Plan and Agreement of Reorganization, dated April 4, 2012, by and between Arrow Cars International Inc., Arrow Cars SL and Certain Stockholders of Arrow Cars SL.
3.1(i)*	Articles of Incorporation filed with the Florida Secretary of State on March 8, 2012.
3.1(ii)*	Articles of Amendment to Articles of Incorporation filed with the Florida Secretary of State on June 26, 2012.
3.1(iii)*	Articles of Amendment to Articles of Incorporation filed with the

Florida Secretary of State on August 28, 2012.

- 3.2\* Bylaws.
- 4.1\* Specimen Stock Certificate.
- 5.1\*\* Opinion and Consent of Law Offices of David E. Wise, P.C.
- 10.1\* Rental Contract of Commercial Premises, dated April 12, 2012, between Arrow Cars SL and Mr. Antonio Gomez Martin.
- 10.2\* Unlimited Labour Contract, dated April 12, 2012, by and between Arrow Cars SL and Sergio Perez Conejo.
- 10.3\* Settlement agreement, dated March 4, 2012, by, between and among Peter Stuart Rogers, Arrow Cars SL and Jeremy D. Harris.

II-4

- 10.4\* Sample Leasing Contract.
- 10.5\*\* Credit Line Bankinter - 327
- 10.6\*\* Credit Line Bankinter - 114
- 10.7\*\* Credit Line Banco Popular - 4495
- 10.8\*\* Secured Loan Banco Popular
- 14\* Code of Business Conduct and Ethics Adopted October 9, 2012.
- 23.1\*\* Consent of Labrozzi & Company, P.A.
- 23.2\*\* Consent of Law Offices of David E. Wise, P.C. (included in Exhibit 5.1)
- 24.1\* Power of Attorney (included in signature page).
- 99.1\* Subscription Agreement.
- 99.2\*\* Summary of Bank Liabilities (Bank Credit Lines and Leasing Contracts).
- 99.3 \* Personal Guaranty of Arrow Cars S.L. debt by Graham James, as Guarantor.

-----  
\* Previously Filed  
\*\* Filed herewith

#### UNDERTAKINGS

A. The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
- (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any

of the securities being registered which remain unsold at the termination of the offering.

(4) Intentionally omitted.

(5) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

II-5

- i. Intentionally omitted.
- ii. If the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(6) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- i. Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424.
- ii. Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
- iii. The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
- iv. Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

B. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

II-6  
SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this amended registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Malaga, Spain, on the 28th day of January, 2013.

ARROW CARS INTERNATIONAL INC.

By: /s/ Jeremy D. Harris  
-----  
Jeremy D. Harris, President

POWER OF ATTORNEY



The undersigned directors and officers of Arrow Cars International Inc. hereby constitute and appoint Jeremy D. Harris and Sergio Perez Conejo, each of them, with full power to act without the other and with full power of substitution and re-substitution, our true and lawful attorneys-in-fact with full power to execute in our name and behalf in the capacities indicated below any and all amendments (including post-effective amendments and amendments thereto) to this registration statement under the Securities Act of 1933 and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission and hereby ratify and confirm each and every act and thing that such attorneys-in-fact, or any them, or their substitutes, shall lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Jeremy D. Harris  
-----  
Jeremy D. Harris  
President, Chief Executive Officer and Director  
(Principal Executive Officer)

January 28, 2013

/s/ Sergio Perez Conejo  
-----  
Sergio Perez Conejo  
Chief Financial Officer and Director  
(Principal Accounting Officer)

January 28, 2013

David E. Wise  
Attorney at Law  
The Colonnade  
9901 IH-10 West, Suite 800  
San Antonio, Texas 78230  
(210) 558-2858  
(210) 579-1775 (facsimile)

January 28, 2013

Board of Directors  
Arrow Cars International Inc.  
Calle del Escritor Herrera Santaolalla, No. 2  
Churriana, Malaga, Spain 29140

Re: Arrow Cars International Inc.  
Registration Statement Form S-1

Gentlemen:

You have requested our opinion with respect to the shares of Arrow Cars International Inc. ("Company") common stock, par value \$.001 per share ("Common Stock"), included in the Registration Statement on Form S-1 ("Form S-1") to be filed on this date with the U.S. Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended ("Securities Act"), for the purpose of registering 12,500,000 shares of the Company's Common Stock on behalf of the Company ("Shares").

As securities counsel to the Company, we have examined the original or certified or photostatic copies of such records of the Company, and such agreements, certificates of public officials, certificates of officers or representatives of the Company and its shareholders, and such other documents as we have deemed relevant and/or necessary as the basis of the opinions expressed in this letter. In such examination, we have assumed the genuineness of all signatures, the conformity to original documents of all copies submitted to us as certified or photostatic copies and the authenticity of originals of such latter documents. As to various questions of fact material to such opinions, we have relied upon statements or certificates of officials and representatives of the Company and others.

Based on, and subject to the foregoing, we are of the opinion that the Shares being registered in the Form S-1 have been duly and validly authorized for issuance and, when issued, will be legally issued, fully paid and non-assessable.

In rendering this opinion, we express no opinion herein concerning the

applicability or effect of any laws of any jurisdiction other than Florida and the securities laws of the United States of America referred to herein.

We hereby consent to the filing of this opinion as an exhibit to the Form S-1 and to the reference to my name and this firm under the heading "Legal Matters" in the prospectus which forms a part of the Form S-1. In giving such consent, we do not thereby admit that we are included within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations promulgated thereunder.

Very truly yours,

Law Offices of David E. Wise, P.C.

/s/ David E. Wise

-----  
DAVID E. WISE  
Attorney at Law

## CREDIT LINE

HOLDER: ARROW CARS S.L.

C.IF. B92914282.

ADDRESS: AV. MIJAS 1, OFICINA 1. BENALMADENA. MALAGA 29630

(hereinafter the Client)

BANKINTER S.A. with address in Paseo de la Castellana, 29, registered in Madrid's Companys House, in Book 1.857, Page 220, Sheet 9643, ID Tax Number A 28157360, represented by ANNETTE KURZYNSKI, with ID number X6047215D and PALOMA CHAVES PALOMA with ID number 52848877Y, signing this contract the holder and the guarantor mentioned and before the Notary sign this mercantile contract that will be ruled by the following

## CONDITIONS

## 1ST. - CREDIT GRANTED. -

BANK, gives the client a loan for a maximum amount of 200.000,00 EUROS. Within the limit mentioned the client will use the credit only for the purposes outlined in the application thereof. Any movement of the credit will be reflected in a current account opened in the name of the client, whose number matches the outlined at the beginning of this contract empowering the BANK to debit in the account agreed commissions, fees, taxes and any amount due by the client.

## 1.2. USE OF CREDIT ACCOUNT. -

The client can use and cancel the credit account. The client may do all kinds of banking transactions with debit and credit amounts on the Bank Account.

Consequently they can issue postdated checks, set direct debits, payment of payrolls and any operations it deems appropriate, all prior notice to the BANK.

The client undertake to use only the checks provided by the BANK, being obliged to issue the same with all the requirements of commercial and tax legislation and must be written and signed with indelible substances. BANK declines any responsibility for damages caused if the owner had not used such substances also obliged to keep in safe locked checks received and, in case of theft or loss, to formalize the police reporting and immediately notify to the BANK.

The instructions placed by the client shall indicate the concept of the transaction, clear and precisely, not being forced the BANK to fill orders BANK in its view, with sufficient data to guarantee their authenticity.

The Client authorizes the BANK to charge in his Credit Account checks or postdated checks accepted by the client and served by other entities without necessarily be accompanied by such documents, subject to later delivery or justification.

The client may accept as authorized signature of another person or persons by letter, together with a power of attorney if the client is a legal person, to use the credit account, for and on behalf of those entitled to use it. Such authorizations remain valid while the bank does not receive certified notice of changes in the authorization or they would not be registered at the Company's House.

#### 2ND. - CUSTOMER DATA USE. -

In accordance with current legislation, the CLIENT and the guarantor, in case there is one, authorize the inclusion of their data at the Bank Databases and its / their automated treatment for commercial and operational purposes..

The client and guarantor have right of access, rectification and cancellation, and accept their data may be transferred for commercial and management to other companies part of the Bank Company group or serving BANK. These companies that are authorized to send information in relation any goods or services marketed or marketable, being able to be revoked this authorization at any time.

#### 3RD. - TERM AND EARLY TERMINATION. -.

The term of this contract is indefinite from the date of this policy. While either party can unilaterally cancel it, giving notice to the other with 30 days notice.

The Bank reserves the right to, once the credit is cancelled, prevent the disposal of any amount to the credit facility, accepting no charge on this account, for any reason. This limitation does not affect payments and income made ??before the due expiry has been communicated. This faculty may be exercised by the Bank since, under the preceding paragraph, notify the other party the expiry date of the loan.

#### 4TH. - INTERESTS. -

Any interests, agreed commissions, or any other costs due by the client will be considered charges in the credit account. It will be considered income any payment into the credit account.

4.1. The annual interest rate for the bank will be the sum of the initial reference index and the differential:

Initial reference index: 0,75%

Differential interest: 2,50%

Thus the initial interest rate applicable to this loan is: 3,25%

4.2. During the term of this contract the reference index is average Euribor over three-months published daily by the European Banking Federation for deposits in Euros over three months, calculated by European Banking Federation of the rates offered by a sample of banks for operations of similar rating Banks and disseminated by Reuters on its Web EURIBOR.

If this interest rate cease to exist or was not possible to calculate the interest, making impossible the use of it, the new interest rate will be the new interbank rate applicable in Spain.

In case this interest rate does not exist, the new base rate to be applied will consist in a basic index of reference, calculated with the simple arithmetic average of the preferential interest rates published by SA BBVA, BSCH SA and BANCO POPULAR S.A., or any entity resulting from the merger or consolidation of the same, corresponding to the previous month of the review plus three per cent. In the absence of publication of the indexes by one of them, the publication of the two remaining will be used, or the remainder, in case.

4.5. Working days will be considered that have such character in the Madrid Interbank Market.

2

4.6. In case of variation BANKINTER will notify the Client the new reference rate, according to the provisions of the previous paragraphs, the resulting interest rate and its effective date by letter, to the address provided in this contract and / or publication in any Journal.

Also will be valid, notification via telephone, fax or computer when the Bank and the Client have agreed these communication channels.

According to the Rules 6 and 8 of Rule 8/1990 of the Bank of Spain, the Bank may change the interest rate applicable to this transaction, after complying with the requirements and conditions set forth in each Rule. BANKINTER communicate the reference rate and date of validity by letter or by publication in newspapers.

4.7. In the event the client does not accept the reference rate, within 15 days from the validity date of the new type, the client should let it know to BANKINTER and repay principal and interest in accordance with the last rate applicable. In case the Client does not reimburse to BANKINTER on time, as indicated, BANKINTER may consider the credit expired, closing the account and requiring repayment of the balance. The silence of the client during that period shall be deemed as acceptance of the new reference rate notified by the BANK.

4.8. If the interest rate will vary more than once per month, the Bank will notify the client once every 30 days the changes produced during that period, being the term of 15 days mentioned above counted since the validity date of the last interest rate applicable.

4.9. The interest will accrue daily and be settled following the last day of each quarter or the corresponding date if the credit is canceled early.

4.10. Interest shall be payable upon settlement.

4.11. The formula agreed between the parties to calculate the amount of interest earned will be:

Interest = Principal x Revenue x term/36.000

Capital: Average balance provided during the settlement period.

Revenue: Nominal interest rate.

Term: Calendar days of the settlement period.

4.12. According to the current regulations for information is set as APR the percentage calculated as indicated in Annex V of the Rule 8/1990 of 7 September Bank of Spain or later Rules that supersede or modify.

4.13. The APR is calculated under the assuming the total use of the credit and does not include additional costs, which will be borne to the Client.

4.14. To determine the APR it has been used the annual interest rate mentioned in clause 4.1.

4.15. The interest will be accrued daily and will be settled quarterly. The resulting daily credit balance in the account will accrue interest at a rate 0.00% to the client. The formula agreed for the payment of interest will be:

Interest = Capital x Yield x time/36.600 (in leap years).

3

#### 5TH. - OVERDRAWN INTERESTS.-

The lack of payment of the agreed interest, or the principal of the loan principal at maturity, will accrue automatically, on the following day to the maturity date, the current interest plus 9.50%, without further notification.

5.2. The same interest will accrue amounts due for commissions, interests or repayment installments not paid within the time stipulated in this contract.

5.3. Such interest shall accrue from day to day and will be settled quarterly. If the lack of payment exceeds the period of 90 days, the interest will not be settle until the debt will be paid and the interest applicable will be those set in this contract.

5.4. The same interests applies to the capital, interest, fees and expenses, will produce to the account closed, until BANKINTER will be fully repaid in accordance with the provisions of Article 316 of the CC

5.5. Interest due and unpaid upon settlement, whether ordinary or referred to in this clause, shall be considered as capital increase and since then will accrue new interests in accordance with the provisions of Article 317 CC.

6TH. - COMMISSIONS. -

As commission, the Client will pay to the Bank, the following:

- Opening commission: defined as the percentage to be applied over the total credit granted, when the client accepts it, and for once, to be 0.5%
- Study commission: 0.00% on credit limit.
- Non Use Commission: defined as the percentage to be applied on the total amount of credit not used by the client, to be 0.25%, over the average balance used during the quarter. This commission is accrued daily and is settled on the following day to the last day of each quarter.
- Overdrawn Commission: defined as the percentage received by the BANK, regardless of the agreed interest, over the overdrawn amount of the credit, being 0.5% and settled quarterly.
- Maintenance and Administration Commission of 60.10 EUROS per year, this fee is accrued and settled following day to the last day of each quarter.
- Commission for renewal of 0.50% over the maximum credit available. The Bank may, on an annual basis, request the Client to provide the appropriate documentation to study and analyze its financial situation. This commission is payable on the last day of the period of validity.

7TH. - COMPENSATION OF CREDITS AND DEBTS. -

The Client agrees to Set in favor of the bank the right to compensate debts of the client with credits whatsoever, supplemented as necessary with a mandate or express authorization by the Client and the guarantor given to the Bank by this contract. The client authorize the Bank until the credit account will be fully cancelled, to apply to its capital, interests or fees, any amounts existing in cash exist in favor of the client or guarantor in all kind of accounts in the Bank, even fixed deposits, postdated check or similar credits in favor of the client or the guarantor. This authorization includes the faculty to close

4

accounts, cash postdated checks or similar documents, cancel deposits and securities, even without the title requirement collection or receipt that the bank issued.

Equally the BANK is authorized to charge in the credit account, overdrafts of as many accounts the client is holding.

8TH. - INFORMATION. -

BANKINTER will consider the address of the client and the guarantor those set in this contract or those that have been notified by certified post to the Bank.

Although the notifications made by the bank in the above mentioned addressed will be refused or received by third parties, they will be considered valid.



8.2. During the term of this contract the client will provide to BANKINTER with all the information which could affect their obligations with the Bank.

8.3. Especially but not restricted to it the Bank can request from the Client the following information:

a) Financial Information: Annual Accounts, produced as per the Standard Accounting principles accepted in Spain.

b) Certificate of payments and charges to third parties.

c) Facts that can affect the solvency of the client.

d) Copies of the Annual Company General Meetings.

e) Conversations about Company restructuring.

#### 9TH. - CANCELLATION OF CONTRACT. -

Notwithstanding the agreed term, the Bank may cancel the credit early and demand what is owed as capital, interest, fees and other expenses in the event of breach of any of the conditions agreed to in this contract, which is of commercial nature. Especially is cause of early termination of the contract the lack of payment when due of any interest settlements and commissions as well as deposit the Client the amounts needed for partial redemption when between the parties.

The BANK, can also terminate this contract if the solvency of the client or guarantor, has suffered a reduction, especially in the event of bankruptcy or insolvency proceedings of any kind. The client can replace the cancellation of the contract with additional security or with a new guarantor, in addition to or instead of the existing in this contract.

#### 10TH. - LEGAL ENFORCEMENT. -

This contract as is formalized in front of a Notary intervention may be legally enforced. In order the contract to be enforced will only be necessary to submit this contract together with appropriate certification pursuant to the provisions of Article 517.2.5 (degree) of the Civil Procedure Act and for the purposes of the provisions of Article 572, the parties expressly agree that the amount payable in case of enforcement, will be the one included in the certification to that effect issued by the bank, which will contain the current account balance once practiced the corresponding settlement, which will be certified by a Notary

5

Public. The certificate from the Notary must state that the balance matches with the remaining balance in the credit account and that settlement has practiced as agreed in this policy.

In case of enforcement the BANK may choose to claim from all or some of the clients or creditor as they are equally and jointly liable for the obligations

set in this contract.

11TH. - EXPENSES. -

The client will be responsible of all costs, fees, taxes, duties, fees, levies and duties of any kind levied directly, now or in the future, for this contract. Also the client will be responsible of all legal fees, although the intervention of the lawyer was optional, if the bank use them if the client breaches the conditions of the contract.

12TH. - GUARANTEE.-

12.1. The guarantors of this contract is oblige together and jointly with the Client to fulfill the obligations of this contract, especially those related to capital, interest and commissions payments.

12.2 The client will notify the guarantor any changes in the interests applicable, not being BANKINTER obliged to do it.

The guarantor cannot claim he is not been informed by the client of the interest rate applicable to refuse payment.

12.3 The guarantee will be extended until the debt with the bank will be settled in full.

13TH. - ASSIGNMENT. -

The Bank may assign to any person or Company all or any of the rights, actions and obligations under this contract by notifying the assignment to the Client by telegram addressed to the address stated in this contract .

14TH. - PARI PASSU CLAUSE. -

The client is obliged to maintain the creditor position for this credit line during the whole term of it. In case the client will not maintain this position, the Bank will be allowed to cancel this contract.

15TH. - GENERAL CONDITIONS. -

In accordance with the provisions of the LGCC (Law 7/98 of April 13, 1998). The Clauses of this contract have the status of conditions except those governing the contract amount, maturity, repayments, interest rate and fees. These conditions have been individually negotiated with the client.

In Marbella, on the 11th of November 2009.

THE CLIENT/

ARROW CARS S.L.

PP. JEREMY DEAN HARRIS

BANK (PP)

ANNETTE KURZYNSKI

THE GUARANTOR/JEREMY DEAN HARRIS

Signature and seal

PALOMA CHAVES PALOMA

Signature and notary seal

## CREDIT LINE

HOLDER: ARROW CARS S.L.

C.IF. B92914282.

ADDRESS: AV. MIJAS 1, OFICINA 1. BENALMADENA. MALAGA 29630

(hereinafter the Client)

BANKINTER S.A. with address in Paseo de la Castellana, 29, registered in Madrid's Companys House, in Book 1.857, Page 220, Sheet 9643, ID Tax Number A 28157360, represented by ANNETTE KURZYNSKI, with ID number X6047215D and PALOMA CHAVES PALOMA with ID number 52848877Y, signing this contract the holder and the guarantor mentioned and before the Notary sign this mercantile contract that will be ruled by the following

## CONDITIONS

## 1ST. - CREDIT GRANTED. -

BANK, gives the client a loan for a maximum amount of 250.000,00 EUROS. Within the limit mentioned the client will use the credit only for the purposes outlined in the application thereof. Any movement of the credit will be reflected in a current account opened in the name of the client, whose number matches the outlined at the beginning of this contract empowering the BANK to debit in the account agreed commissions, fees, taxes and any amount due by the client.

## 1.2. USE OF CREDIT ACCOUNT. -

The client can use and cancel the credit account. The client may do all kinds of banking transactions with debit and credit amounts on the Bank Account.

Consequently they can issue postdated checks, set direct debits, payment of payrolls and any operations it deems appropriate, all prior notice to the BANK.

The client undertake to use only the checks provided by the BANK, being obliged to issue the same with all the requirements of commercial and tax legislation and must be written and signed with indelible substances. BANK declines any responsibility for damages caused if the owner had not used such substances also obliged to keep in safe locked checks received and, in case of theft or loss, to formalize the police reporting and immediately notify to the BANK.

The instructions placed by the client shall indicate the concept of the transaction, clear and precisely, not being forced the BANK to fill orders BANK in its view, with sufficient data to guarantee their authenticity.

The Client authorizes the BANK to charge in his Credit Account checks or postdated checks accepted by the client and served by other entities without necessarily be accompanied by such documents, subject to later delivery or justification.

The client may accept as authorized signature of another person or persons by letter, together with a power of attorney if the client is a legal person, to use the credit account, for and on behalf of those entitled to use it. Such authorizations remain valid while the bank does not receive certified notice of changes in the authorization or they would not be registered at the Company's House.

#### 2ND. - CUSTOMER DATA USE. -

In accordance with current legislation, the CLIENT and the guarantor, in case there is one, authorize the inclusion of their data at the Bank Databases and its / their automated treatment for commercial and operational purposes..

The client and guarantor have right of access, rectification and cancellation, and accept their data may be transferred for commercial and management to other companies part of the Bank Company group or serving BANK. These companies that are authorized to send information in relation any goods or services marketed or marketable, being able to be revoked this authorization at any time.

#### 3RD. - TERM AND EARLY TERMINATION. -.

The term of this contract is indefinite from the date of this policy. While either party can unilaterally cancel it, giving notice to the other with 30 days notice.

The Bank reserves the right to, once the credit is cancelled, prevent the disposal of any amount to the credit facility, accepting no charge on this account, for any reason. This limitation does not affect payments and income made ??before the due expiry has been communicated. This faculty may be exercised by the Bank since, under the preceding paragraph, notify the other party the expiry date of the loan.

#### 4TH. - INTERESTS. -

Any interests, agreed commissions, or any other costs due by the client will be considered charges in the credit account. It will be considered income any payment into the credit account.

4.1. The annual interest rate for the bank will be the sum of the initial reference index and the differential:

Initial reference index: 0,75%

Differential interest: 2,50%

Thus the initial interest rate applicable to this loan is: 3,25%

4.2. During the term of this contract the reference index is average Euribor over three-months published daily by the European Banking Federation for deposits in Euros over three months, calculated by European Banking Federation of the rates offered by a sample of banks for operations of similar rating Banks and disseminated by Reuters on its Web EURIBOR.

If this interest rate cease to exist or was not possible to calculate the interest, making impossible the use of it, the new interest rate will be the new interbank rate applicable in Spain.

In case this interest rate does not exist, the new base rate to be applied will consist in a basic index of reference, calculated with the simple arithmetic average of the preferential interest rates published by SA BBVA, BSCH SA and BANCO POPULAR S.A., or any entity resulting from the merger or consolidation of the same, corresponding to the previous month of the review plus three per cent. In the absence of publication of the indexes by one of them, the publication of the two remaining will be used, or the remainder, in case.

4.5. Working days will be considered that have such character in the Madrid Interbank Market.

2

4.6. In case of variation BANKINTER will notify the Client the new reference rate, according to the provisions of the previous paragraphs, the resulting interest rate and its effective date by letter, to the address provided in this contract and / or publication in any Journal.

Also will be valid, notification via telephone, fax or computer when the Bank and the Client have agreed these communication channels.

According to the Rules 6 and 8 of Rule 8/1990 of the Bank of Spain, the Bank may change the interest rate applicable to this transaction, after complying with the requirements and conditions set forth in each Rule. BANKINTER communicate the reference rate and date of validity by letter or by publication in newspapers.

4.7. In the event the client does not accept the reference rate, within 15 days from the validity date of the new type, the client should let it know to BANKINTER and repay principal and interest in accordance with the last rate applicable. In case the Client does not reimburse to BANKINTER on time, as indicated, BANKINTER may consider the credit expired, closing the account and requiring repayment of the balance. The silence of the client during that period shall be deemed as acceptance of the new reference rate notified by the BANK.

4.8. If the interest rate will vary more than once per month, the Bank will notify the client once every 30 days the changes produced during that period, being the term of 15 days mentioned above counted since the validity date of the last interest rate applicable.

4.9. The interest will accrue daily and be settled following the last day of each quarter or the corresponding date if the credit is canceled early.

4.10. Interest shall be payable upon settlement.

4.11. The formula agreed between the parties to calculate the amount of interest earned will be:

Interest = Principal x Revenue x term/36.000

Capital: Average balance provided during the settlement period.

Revenue: Nominal interest rate.

Term: Calendar days of the settlement period.

4.12. According to the current regulations for information is set as APR the percentage calculated as indicated in Annex V of the Rule 8/1990 of 7 September Bank of Spain or later Rules that supersede or modify.

4.13. The APR is calculated under the assuming the total use of the credit and does not include additional costs, which will be borne to the Client.

4.14. To determine the APR it has been used the annual interest rate mentioned in clause 4.1.

4.15. The interest will be accrued daily and will be settled quarterly. The resulting daily credit balance in the account will accrue interest at a rate 0.00% to the client. The formula agreed for the payment of interest will be:

Interest = Capital x Yield x time/36.600 (in leap years).

3

#### 5TH. - OVERDRAWN INTERESTS.-

The lack of payment of the agreed interest, or the principal of the loan principal at maturity, will accrue automatically, on the following day to the maturity date, the current interest plus 9.50%, without further notification.

5.2. The same interest will accrue amounts due for commissions, interests or repayment installments not paid within the time stipulated in this contract.

5.3. Such interest shall accrue from day to day and will be settled quarterly. If the lack of payment exceeds the period of 90 days, the interest will not be settle until the debt will be paid and the interest applicable will be those set in this contract.

5.4. The same interests applies to the capital, interest, fees and expenses, will produce to the account closed, until BANKINTER will be fully repaid in accordance with the provisions of Article 316 of the CC

5.5. Interest due and unpaid upon settlement, whether ordinary or referred to in this clause, shall be considered as capital increase and since then will accrue new interests in accordance with the provisions of Article 317 CC.

6TH. - COMMISSIONS. -

As a commission, the Client will pay to the Bank, the following:

-Opening commission: defined as the percentage to be applied over the total credit granted, when the client accepts it, and for once, to be 0.5%

-Study commission: 0.00% on credit limit.

- Non Use Commission: defined as the percentage to be applied on the total amount of credit not used by the client, to be 0.25%, over the average balance used during the quarter. This commission is accrued daily and is settled on the following day to the last day of each quarter.

- Overdrawn Commission: defined as the percentage received by the BANK, regardless of the agreed interest, over the overdrawn amount of the credit, being 0.5% and settled quarterly.

- Maintenance and Administration Commission of 60.10 EUROS per year, this fee is accrued and settled following day to the last day of each quarter.

- Commission for renewal of 0.50% over the maximum credit available. The Bank may, on an annual basis, request the Client to provide the appropriate documentation to study and analyze its financial situation. This commission is payable on the last day of the period of validity.

7TH. - COMPENSATION OF CREDITS AND DEBTS. -

The Client agrees to Set in favor of the bank the right to compensate debts of the client with credits whatsoever, supplemented as necessary with a mandate or express authorization by the Client and the guarantor given to the Bank by this contract. The client authorize the Bank until the credit account will be fully cancelled, to apply to its capital, interests or fees, any amounts existing in cash exist in favor of the client or guarantor in all kind of accounts in the Bank, even fixed deposits, postdated check or similar credits in favor of the client or the guarantor. This authorization includes the faculty to close

4

accounts, cash postdated checks or similar documents, cancel deposits and securities, even without the title requirement collection or receipt that the bank issued.

Equally the BANK is authorized to charge in the credit account, overdrafts of as many accounts the client is holding.

8TH. - INFORMATION. -

BANKINTER will consider the address of the client and the guarantor those set in this contract or those that have been notified by certified post to the Bank.

Although the notifications made by the bank in the above mentioned addressed will be refused or received by third parties, they will be considered valid.



8.2. During the term of this contract the client will provide to BANKINTER with all the information which could affect their obligations with the Bank.

8.3. Especially but not restricted to it the Bank can request from the Client the following information:

a) Financial Information: Annual Accounts, produced as per the Standard Accounting principles accepted in Spain.

b) Certificate of payments and charges to third parties.

c) Facts that can affect the solvency of the client.

d) Copies of the Annual Company General Meetings.

e) Conversations about Company restructuring.

#### 9TH. - CANCELLATION OF CONTRACT. -

Notwithstanding the agreed term, the Bank may cancel the credit early and demand what is owed as capital, interest, fees and other expenses in the event of breach of any of the conditions agreed to in this contract, which is of commercial nature. Especially is cause of early termination of the contract the lack of payment when due of any interest settlements and commissions as well as deposit the Client the amounts needed for partial redemption when between the parties.

The BANK, can also terminate this contract if the solvency of the client or guarantor, has suffered a reduction, especially in the event of bankruptcy or insolvency proceedings of any kind. The client can replace the cancellation of the contract with additional security or with a new guarantor, in addition to or instead of the existing in this contract.

#### 10TH. - LEGAL ENFORCEMENT. -

This contract as is formalized in front of a Notary intervention may be legally enforced. In order the contract to be enforced will only be necessary to submit this contract together with appropriate certification pursuant to the provisions of Article 517.2.5 (degree) of the Civil Procedure Act and for the purposes of the provisions of Article 572, the parties expressly agree that the amount payable in case of enforcement, will be the one included in the certification to that effect issued by the bank, which will contain the current account balance once practiced the corresponding settlement, which will be certified by a Notary

5

Public. The certificate from the Notary must state that the balance matches with the remaining balance in the credit account and that settlement has practiced as agreed in this policy.

In case of enforcement the BANK may choose to claim from all or some of the clients or creditor as they are equally and jointly liable for the obligations

set in this contract.

11TH. - EXPENSES. -

The client will be responsible of all costs, fees, taxes, duties, fees, levies and duties of any kind levied directly, now or in the future, for this contract. Also the client will be responsible of all legal fees, although the intervention of the lawyer was optional, if the bank use them if the client breaches the conditions of the contract.

12TH.- GUARANTEE.-

12.1. The guarantors of this contract is oblige together and jointly with the Client to fulfill the obligations of this contract, especially those related to capital, interest and commissions payments.

12.2 The client will notify the guarantor any changes in the interests applicable, not being BANKINTER obliged to do it.

The guarantor cannot claim he is not been informed by the client of the interest rate applicable to refuse payment.

12.3 The guarantee will be extended until the debt with the bank will be settled in full.

13TH. - ASSIGNMENT. -

The Bank may assign to any person or Company all or any of the rights, actions and obligations under this contract by notifying the assignment to the Client by telegram addressed to the address stated in this contract .

14TH. - PARI PASSU CLAUSE. -

The client is obliged to maintain the creditor position for this credit line during the whole term of it. In case the client will not maintain this position, the Bank will be allowed to cancel this contract.

15TH. - GENERAL CONDITIONS. -

In accordance with the provisions of the LGCC (Law 7/98 of April 13, 1998). The Clauses of this contract have the status of conditions except those governing the contract amount, maturity, repayments, interest rate and fees. These conditions have been individually negotiated with the client.

In Marbella, on the 4th of August 2.009.

THE CLIENT/ ARROW CARS S.L.

BANK (PP)

PP. JEREMY DEAN HARRIS

ANNETTE KURZYNSKI

THE GUARANTOR/ JEREMY DEAN HARRIS

PALOMA CHAVES PALOMA

Signature and notary seal

## CREDIT LINE CONTRACT

BANK ACCOUNT NUMBER	EXPIRY DATE	CURRENCY	C.C.C.
050-10449-95	14/07/2013	EURO	0075 0953 66 05010*****95

## CREDIT LIMIT

45.000,00 (FORTY FIVE THOUSAND EURO)

## PLACE &amp; DATE OF THE CONTRACT

BENALMADENA 19/07/2012

ACTING, BANCO POPULAR ESPANOL S.A., (The Bank) represented by

## BANK REPRESENTATIVES:

D. ALVARO PEREZ MOLINA, with ID card number 074661628V and D(a). MACARENA OTEOR BONILLA, with ID card number 014614395B

And on behalf of the other party:

ACTING AS	ID TAX NUMBER	NAME	LIABILITY GUARANTOORS OR ON BEHALF OF
HOLDER	C.IF. B92914282	ARROW CARS S.L.	
GUARANTOR	X3570493L	JEREMY DEAN HARRIS	100,00
PROXY	X3570493L	JEREMY DEAN HARRIS	HOLDER 001 DOCUM 76

POWER OF ATTORNEY: NOTARY: AMELIA MARIN GARCIA; PLACE: ARROYO DE LA MIEL; DATE: 13/01/2010; NR. 76.

ADDRESS: AV. MIJAS 1, OFICINA 1. BENALMADENA. MALAGA 29630

## SETTLEMENT CONDITIONS

## INTEREST

OUTSTANDING BALANCES	OVERDRAWN BALANCES
- Settlement	10,00% Settlement interest: 19,000%

## ON CREDITOR BALANCES

The creditor balances will be settled at the interest rate according to the following list:

NET AVERAGE BALANCE	APR INTEREST	ANNUAL INTEREST
-From 0,01 euros	0,000%	0,000%

Settlement period: Monthly

#### COMMISSIONS

- Renewal 1,50%
- Availability 0,50%
- Overdraft 4,50%. Monthly. Minimum 12 Euros This minimum will not be applicable to excess lower than 60 Euros.
- Administration 0,55%
- Renegotiation of debt 3,50%

#### COSTS

- Study 0,50%
- Post: will depend on the official tariff applicable.
- Claim of overdrawn payments: 34,00 euros.

APR: 13.294%

#### SETTLEMENT TRANSACTION AND CREDIT REDUCTION

- Fix rate transaction.

The interest settlement will be made in arrears, being made the first one for the days between the date of this contract and the 19/08/2012. The following settlements will be done monthly since that date.

The maximum amount of credit will be reduced on the dates and for the amounts expressed in the dates of settlement/credit reduction, in a way that on the expiry date the credit will be fully settled.

The guarantor jointly and severally will be obliged to settle the amount corresponding to the debt, on the day agreed according to the following:

#### CONDITIONS

FIRST.-

This is a mercantile credit and will work through the bank account mentioned in the condition second. It will incur in the following costs or commissions:

- a) Opening commission calculated on the total amount and will be received

once, at the signing of this contract or in a few settlements.

2

- b) Study costs or other costs, calculated on the total amount and will be received once, at the signing of this contract.
- c) Availability commission, calculated on the total amount of the credit charged once.
- d) In case the account becomes overdrawn it will charge, together with the interest agreed in the condition fourth, it will be charged the commission for overdraft. In order to set the amount of the commission it will be taken into account the highest outstanding balance of the account during the period corresponding to the settlement of interests. This commission will be charged in the debtor bank account together with the settlement of interests of the period.
- e) Administration commission will be charged for each entry. This commission will not be charged for settlement of interests or commissions of the account nor the movements caused by corrections. The charged will be made together with the settlement of the interests.
- f) Early redemption commission calculated on the actual limit on the date of the application and that will be paid together with the settlement of the interests.
- g) Costs of communication and request of repayment for each overdrawn amount of the bank account.
- h) Renegotiation commission, of the outstanding and unpaid debt in case the holder once the credit will be unpaid request to the Bank not to cancel this credit line but study the possibilities given by the holder to repay the credit line, and the Bank accepts the request. This commission will be calculated on the highest outstanding amount that the accounts have had during the settlement period. The commission will not be due either if the client let the Bank know that he is not interested in the study requested or if the Bank decides accordingly with condition seventh, close the credit account or if it is accepted by the Bank refinancing the outstanding debt.
- i) Renewal commission in case the credit line will be renewed when the client request it. The commission will be calculated on the total amount of the credit subject of renewal.

The amount of the costs and commissions are set in the paragraph SETTLEMENT CONDITIONS, which will set the timing of the charges.

SECOND.-

The amounts used or paid on account of this credit, also the interests and the commissions will be accounted in the bank account opened in the above mentioned

office with the same number of this credit line contract. The transactions regulated by the Law 16/2009 are suitable in this credit account. For this purpose, the holder will have to agree a separated contract with the Bank.

Outstanding and creditor balances will incur the daily the annual interest as set in Settlement Conditions. The timing of the charges will set in Settlement conditions too. The interests will be calculated following the next formula:

$$I=C*R*T/36.000$$

Being:

C= Average used amount of the account within the settled period.

3

R= annual Interest Rate.

T= Number of days since the previous settlement or since agreement of the credit account.

The interest rate applicable to the outstanding balance of the account will be set in the Settlement Conditions. The changes in the interest rate applicable will be notified to the Holder 7 days before the bank apply them. These changes can be notified also through their publishing in the offices notice board not less than two month before the new conditions become enforceable. The Bank can also choose to publish the changes in the B.O.E. seven days before they become applicable.

If the credit account is agreed on variable interest rate, the additional condition will set the way the interest rate will be calculated.

THIRD.-

The parties agree that the limit of the credit lent to the Holder will be reduced on the dates and amounts set in SETTLEMENT TRANSACTION AND CREDIT REDUCTION in such a way that on the expiry date the credit will be fully cancelled.

The holder will make whatever deposits are required in the account in order to adjust the balance on the account to the maximum limit of credit available. The limit of the credit will be considered reduced, only, after fulfilling the repayments agreed.

Nevertheless, the credit limit will be automatically reduced if the Holder request the Administration process, at the amount used when the Administration is being requested.

FOURTH.-

The holder will respect the credit limit. The excess of the limit will incur since the day of the excess and until its payment the interest set in Settlement Conditions.

The parties agree that the interests outstanding in the credit account will incur together with the principal of the credit interests.

FIFTH.-

The Holder and the guarantor give to the Bank the following faculties:

- a) The Bank is entitled to use, whatever amounts of money received, to pay the charges of this contract although the purpose of the client for this amount would be different.
- b) The Bank is entitled to sell any stock or financial assets deposited in the Bank in favor of the holder or its guarantor, in order to cancel totally or partially the credit subject of this contract.
- c) The Bank is entitled to use whatever cash balance existing in favor of the holder or the guarantor to cancel totally or partially the credit subject of this contract.

SIXTH.-

Creditor balances in the account and any other cash balances or any financial assets as described before will be considered guarantees in favor of the Bank until the total redemption of all the debts related to this contract. The Bank can charge in this credit account, postdated checks, or outstanding balances of other accounts.

4

SEVENTH.-

Nevertheless the Term of this contract the Holder can cancel the credit account after repayment of the outstanding balance and notifying the Bank 15 natural days in advance through certified post. The Bank can charge the corresponding Early Repayment Commission set in Condition First f).

The Bank will be entitled to cancel the credit account at any time and specially:

- a) In case the holder do not deposit in the credit account the amounts for principal and interest needed to avoid the limit set in Settlement Transaction and Credit Reduction, no matter what balances there are in other accounts in favor of the Holder.
- b) Lack of payment of any other contractual obligation between the Bank and the Holder: lack of payment of postdated checks, any legal process that would imply the seize of the holders' goods, any kind of insolvency and also in case the Holder will not provide to the Bank the guarantees of the risk in relation to article 1.129 of the Civil Code; the arrangement of mortgages or any other charge over any properties or goods or the fact that appear in the Land Registry charges or sales in favor of third parties which might imply the



reduction of the wealth of the Holder but in case new guarantees will be provided to the Bank; the application of administration by the Holder or a third party together by the lack of payment of any obligation by the Holder; stop the actual activity.

- c) The wealth reduction of the guarantor that might imply their insolvency, understanding as such the administration process application, arrangement of mortgages by the guarantor in favor of creditors; death and seize of all or any of the guarantor goods, except in case they provide new guarantees to the Bank.
- d) Breaching by the Holder of any of the essential conditions of this contract, specially send the Bank periodically the Holder's Annual accounts, P&G and Balance Sheet. It will be also considered a cause of early cancellation the opinions of the auditor such as Opinion with reserves, non favorable opinion or any of similar meaning.
- e) In case the economic situation of the Holder or guarantor will change in a way that can affect their ability to fulfill the conditions of this contract, as a consequence of court sentences that could provoke the insolvency of them, but new guarantees are provided.
- f) In case the holder or the guarantor agree: the dissolution of the company; the change of its social subject, if this changes can affect their solvency, but new guarantees are provided.
- g) Lack of payment of Social Security, salaries or taxes.
- h) In case of companies when the shares of any of the holders will be reduced in a way that will affect the right of vote and majorities inside the company, except if the reduction just implies an exchange of percentages between shareholders.
- i) If any holder's or guarantor creditor declares expired the obligations between them.

In any of the above cases the Bank will notify the holder in writing in the address mentioned above the cancellation of this contract, being legally enforceable if within 48 hours since it was notified the payment has not been done.

5

Once the credit account will be cancelled, the Bank will produce the corresponding settlement, obtaining the amount that will be legally enforceable. As per article 573 of the Civil Procedure Law it is agreed by the parties that the settlement to obtain the amount legally enforceable will be done by the Bank, issuing a certificate with the balance of the credit account the day of its cancellation.

Therefore in order to the legal enforcement of this contract it will be sufficient this contract, the certificate of the article 517.2.5(0) of the Civil Procedure Law, the certificate of the balance, mentioned before and the bank

statements of the credit account since it was contracted. The Notary will state that the Balance is the one appearing in the credit account and that the settlement is being made following what was agreed by the parties. Also it will be presented the acknowledgement of receipt of the notification to the Holder or Guarantor of the outstanding amount.

EIGHTH.-

Once the credit account will be cancelled, the outstanding amounts and unpaid will incur in penalty interest, since the next day to the expiry until the full payment, at the interest agreed on the condition fourth of this contract, also, the renegotiation commission agreed in condition first will be calculated taking into account the amount non repaid.

NINTH.-

All the costs and Taxes of this contract, even the Notary Fees will be paid by the Holder. Also the Bank will charge the client with the mail costs when appropriate.

TENTH.-

The Guarantor guarantees jointly and severally with the Holder of the credit account the obligations related to this contract.

The guarantee will be effective at first request of the Bank. The Bank will not need to prove that the contract has been legally enforced. The application of Administration by the Holder plus non fulfilling any other obligation with the Bank or with a third creditor will entitle the Bank to cancel this contract.

In case of the Holder declared in Bankruptcy or Administration, the guarantor will be liable for the full debt related to this contract.

ELEVENTH.-

Automated treatment of Personal Data: Accordingly with article n(0) 5 of the Ley Organica 15/1999 de Proteccion de Datos (LOPD), the Financial Lessor inform to the parties of this contract that the personal data used during the process of this file and related data that could be obtained from the public registries will be incorporated into a data base related to the development of the contractual relationship, including the transfer of such data, in case of breach of contract, to data bases related to credit rating and breaching of obligations. The data base will be used internally by the Financial Lessor and the companies of its group with the ppurpose of offering financial, insurance and investment services.

The BANK is responsible of the data base and the use of it. The people entitled to it, can make use before the Bank of their rights of access, rectification, cancelation and opposition given by the Ley Organica and related development

Laws, through document sent to the address of the Bank or through email sent to [atencionaclientes@bancopopular.es](mailto:atencionaclientes@bancopopular.es).

The owner of the data permit expressly the collection of the data above described, its treatment and any communication or transfer of the above mentioned data between the Bank and the other companies of its group, with the purpose and activities mentioned. The companies of the group will be those mentioned in the web site [www.bancopopular.es](http://www.bancopopular.es)

The signing parties of this contract do not accept the transfer of data for any other purpose not directly related with the development and fulfillment of this contract:

#### TWELVETH.-

According to the Article 22 of the Law 34/2002 of June the 11th, the Bank notify the Holder the intention of sending them advertising emails. The holder gives his consent to receive this kind of emails. The consent of the Holder can be revoked sending a written communication to the Bank to calle Velazquez, 34, 28001 Madrid.

#### THIRTEENTH.-

The Holder might relinquish to the Bank postdated checks or direct debits to be cashed into the Holders credit account. the Holder authorize to the Bank to act on behalf of the holder as collector of those payments, in case they become unpaid, allowing the Bank to find information related to the solvency of those obliged to pay the above mentioned checks or direct debits. Once the payment will be done to the Holder, he will be obliged to let it know to the Bank. The Holder will be liable for any breach of this obligation.

#### FOURTEENTH.-

According to the Article 60 of the Law 44/2002 of November the 22nd the Bank is obliged to inform the Risk Center of the Bank of Spain the data needed to identify the people which the Bank has provided credit, their characteristics and risks, including, specially, the amount and the possibility of redemption of the same. When the credit risks will be related with sole traders this condition will be included. Also the client is inform of the right of the Bank to be informed the report of the Cir about the risks registered.

#### FIFTEENTH.-

The Bank informs, that in case of lack of payment of the amounts owed according to what has been agreed in this contract, and fulfilling the legal conditions of being: an existing debt, outstanding and unpaid, younger than 6 years old, which payment had been requested, the data related to the debt will be sent to databases including the fulfilling of financial obligations.

ADDITIONAL CLAUSE.-

This contract is renewal of the contract of credit account with limit of 45.000,00 (euro), expired on 18/07/2012. Once this was cancelled, the balance of it is transferred to this one with an outstanding amount of 44.998,04 (euro) on 18/07/2012, to which the Holder and the creditor agree.

THE HOLDER/

ARROW CARS S.L.

BANK (PP)

PP. JEREMY DEAN HARRIS

ALVARO PEREZ MOLINAI

THE GUARANTOR/

JEREMY DEAN HARRIS

MACARENA OTERO BONILLA

NOTARY

Signature and notary seal

## LOAN POLICY

LOAN NO. 0044-10186-59

MATURITY: 25/06/2015

CURRENCY: EURO

PAYMENT ACCOUNT: 0075-0953-64-060\*\*\*\*\*9571

AMOUNT: 55.000,00 (EURO FIFTY FIVE THOUSAND)

PLACE AND DATE OF CONTRACT: ARROYO DE LA MIEL (MALAGA) 02-06-10

APPEARING, BANCO POPULAR ESPANOL SA (The Bank) represented by:

D. SANTIAGO HERVES GARRIDO, with ID Tax number 0295751503Z and D(a) MONICA DESCALZO MARTIN, with ID Tax number 012326297E

AND

ACTING AS	ID TAX NUMBER	NAME	LIABILITY GUARANTOORS OR ON BEHALF OF
HOLDER	C.IF. B92914282	ARROW CARS S.L.	
PROXY	X3570493L	JEREMY DEAN HARRIS	HOLDER 001 DOCUM 76

POWER OF ATTORNEY: NOTARY: AMELIA MARIN GARCIA; PLACE: ARROYO DE LA MIEL; DATE: 13/01/2010; NR. 76.

ADDRESS: AV. MIJAS 1, OFICINA 1. BENALMADENA. MALAGA 29630

Having agreed the terms of this contract with the intervention of Mrs. AMELIA MARIN GARCIA Notary expressly required to formalize this loan agreement.

## SETTLEMENT TERMS

## INTERESTS

- At capital free period: 4,929%
- At repayment period: 4,997%
- Late payment: 29%

## COMMISSIONS

- Opening: 0,40%.

- Early repayment: 0,00%

#### COSTS

- Study: 0,00 Euros.
- Claim of outstanding amounts: 30,05 euros.

#### METHOD OF PAYMENT AND REPAYMENT

- The forward transaction will be made at a fix rate.
- The terms duration shall be divided into two periods.
- Redemption free period from the date of this contract until the 25-06-2011 when only interest payment shall be made.

The first interest payment shall be made for the days in between the date of execution of this contract and the 25/06/2010. The remaining settlements, until the expiration of the period free redemption shall be made in monthly periods from that date, according to the table of repayments and settlements which is annexed to this document.

- Redemption Period: It will cover from the 25/06/2011 until the expiration date of the forward transaction. The repayment of principal and interest on the loan will be done through 48 monthly payments being the sum of each 1266.54 euros, including capital and interest. The repayment will be done in monthly installments from the 25-07 -2011 until the 25/06/2015.

Clients jointly are obliged to pay off in the Bank Branch before or on the due date indicated, the amount of the loan that, with the quoted number, is regulated by this contract, which shall be regulated by the following conditions.

#### CONDITIONS

##### FIRST:

Following client's instructions, the loan will be paid it will be paid by crediting in the client's account in the bank, the amount of euros stated in the conditions as loan amount.

##### SECOND:

During its term and up to the cancellation date, this loan will bear late interest penalty payment as indicated in paragraph Terms settlement, in period free of debt repayments and repayment.

The Interest calculation is made according to the following formula:

$$I = C * R * T/36000$$

Where:

C: Outstanding capital

R: nominal annual interest rate.

T: The period of time remaining the settlement.

THIRD:

At the time of payment the customer is required to pay to THE BANK:

2

- A one off opening bank charge.

- Postal costs and management of overdrawn balances fee: will be paid once per each overdrawn, to cover the costs for managing the settlement.

- Study Costs: They will be calculated on the full amount of the loan and will be received once upon the signing of this contract.

The amount of fees and expenses shall be the amounts resulting from the application of the Conditions of Settlement which also contain the frequency of charges.

FOURTH. -

For the purpose of the payments made under this contract, the Client authorizes the bank, to charge the current accounts or other accounts or deposits held at THE BANK, with the periodic interests settlements.

FIFTH. -

The payments of these contract become delinquent when are failed to be made any of the payments related to this contract. The Bank will not need to notify this situation to the client to become effective.

When a payment becomes delinquent, as well as being a cause for early termination of the loan, the amounts due and unpaid will accrue penalty interest for late payment in favor of the Bank since the next day the payment was due, until its settlement by the client. The interest rate applicable is set in the Conditions of Settlement or the interest rate obtained as a result of increasing the ordinary interest rate with the percentage agreed for this case.

In accordance with Article 317 of the CC interest due and unpaid commissions, overdrawn balances commission; and postal fees, will be considered part of the capital of the loan, together with the penalty interest for late payment, which will accrue interests on the same period basis as the standard agreed payments of the loan. In case it was not agreed periodic payment, this and the allocation of the charges, as described above, will be calculated monthly, whilst the payments remain delinquent.

SIXTH. -

Notwithstanding the agreed term, the Bank may cancel the loan, demanding full payment when:

- a) When the client breaches any of its obligations under this contract.
- b) When the Bank find false statements or information in the Client or guarantor documents submitted, which have been used for granting the loan. When the client or the guarantor do not provide accurate information to know their exact legal or financial situation.
- c) When the client sell more than 25% of total assets, modify or change its business activity or its legal nature, in a way that would negatively affect his solvency.
- d) When the client is declared in legal situation of insolvency, bankruptcy or administration, his belongings were seized, when the client fails to fulfill other obligations with the Bank, when the client fails to pay postdated checks in such an amount that his solvency or guarantees provided for the purpose of this contract would be reduced substantially.

3

- e) When one of the guarantors die or they incur in any of the above situations, except in case the client provides new guarantors who can satisfy the Bank.

SEVENTH. -

Early redemption. The loan is subject to early redemption, if so is decided by the client. Such redemption can be total or partial. The Amount paid will be applied firstly to interests, commissions and fees, secondly, to the repayment of capital. In case the early redemption will be requested by the client, the Bank will receive a commission, over the amount early repaid. The client will not be entitled to be reimbursed of the interest and fees paid in case of early redemption.

EIGHTH. -

In case the Bank decides to declare cancelled the loan in the situation described in Clause Sixth, the Client or the Guarantor will be obliged to repay in full any amounts outstanding related to the present contract.

In any case the full redemption of the loan and its interests can be legally enforced, using this contract together with a certificate issued by the Bank where will be confirmed the total amount outstanding.

NINTH. -

The parties expressly agree that the Bank will decide which debts will be settled with the amounts received into the Client's Bank Account.

The outstanding amounts corresponding to this contract, may be compensated by



the Bank with any other amounts existing in favor of the Client in whatever form and documents that are represented, whatever it will be its maturity date, even for this purpose, the Bank can anticipate the same. All the client's goods, present and future will be committed to the fulfillment of this contract, especially those that are under the client's name in the Bank. The bank, is irrevocably authorized to proceed, in case the client defaults payment, to use the client's cash deposits and enforcements of any rights, documents or securities that may be deposited in the bank, in order, to settle the outstanding payments.

TENTH. -

Cash balances and credit rights derived, securities or financial assets, will be deemed a pledge made to the Bank until full settlement of all outstanding amounts arising from this contract will be settled. The same will not be available to the client without the Bank consent.

ELEVENTH. -

(Assignment). The Bank may assign, transfer or dispose of totally or partially, this contract or any rights under this contract.

TWELFTH. -

All taxes or charges created or to be created by the State, autonomous regions, provincial councils or similar entities, and expenses of any kind arising under the setting, compliance, communication or extinction of obligations related to this contract and especially the fees or brokerage of Notaries for their involvement in this contract or later interventions, and, where appropriate, the costs of registration or similar verifications needed by the Bank to obtain redemption of the debt, will be paid by the client, or the guarantor. The Bank will communicate to the client, previously to their effect, any changes in commissions and expenses to be paid by the client during the term of the loan.

4

THIRTEENTH. -

The guarantor guarantee, jointly in case multiple guarantor, with the client all the obligations resulting from this contract. The guarantor waives the benefits of order, excusion and division and specially to the provisions of Article 1851 of the Civil Code regarding the non-extinction of the guarantee by the extension or extensions granted to the client. The Guarantee will be extended to any extensions, renewals, innovations or modifications of any kind, express or implied, that may arise in the obligations of this contract until the total extinction of the same.

The guarantor in order to fulfill the obligations of this contract accept to commit with this contract all his present or future goods, and especially those that exist in his name in the Bank. The bank, is irrevocably authorized to proceed, in case the client or the guarantor default any payment , to use their cash deposits and enforcements of any rights, documents or securities that may be deposited in the bank, in order, to settle the outstanding payments. Also

authorize the Bank to enforce guarantor's liabilities in terms of the Condition Ninth.

The guarantor / s, for the purposes of requests or notices of any kind, designate his address as the one set at the header of the contract, unless he has duly notified the Bank of its change. The guarantor agrees to receive communication from the bank by any media.

FOURTEENTH. -

Personal data of the client provided to Bank now or in the future, including those resulting from computationally registered are recorded in their computer data bases for the purpose of being used by the Bank or third parties, in accordance with the provisions of this clause.

The bank will use these data for the management of the bank-client contractual relationship and to provide services related to it, including the possibility of remission, by the Bank or other third parties on behalf of the bank, of any information, customized or not, about products or services or third party on behalf of the bank and for any other purposes compatible with the above. The data may be stored in files in the bank even after the contractual relationship with the client has expired, exclusively for sending information and, in any case, during the legal time limits.

The Client authorize the Bank to communicate such data to third parties (financial, insurance, commerce, services, distribution, fund and pension, leasing) part of the Group's companies Bank, in order to be used for any of the purposes stated in the previous paragraph. The client through this clause is informed of this assignment to the transferees under this clause, as well as to other third parties (major financial companies, distribution Companies, service Companies) with identical purposes than those indicated. The consent to transfer data communication to third parties is revocable at any time.

The responsible of the treatment of this data is Banco Popular Espanol SA, residing at c / Velazquez, 35, Madrid, although the client may freely exercise, in any of the Bank's offices, his rights of access, rectification , cancellation of data and opposition (in the latter case, only in the cases prevented by law and except for the management of the bank-client contractual relationship.)

SIGNED

THE CLIENT

ARROW CARS

PP.: JEREMY DEAN HARRIS

GUARANTOR: JEREMY DEAN HARRIS

THE BANK

PP.: SANTIAGO HERVES GARRIDO

MONICA DESCALZO MARTIN.

The Board of Directors  
Arrow Cars International, Inc.

Gentlemen:

This letter will authorize you to include the audit of Arrow Cars International, Inc. dated October 10, 2012 for the period from inception (March 8, 2012) through June 30, 2012 and the audits of Arrow Cars, S.L. for the two years ended December 31, 2010 and 2011 dated August 10, 2012 in the Registration Statement Form S-1 to be filed with the Securities and Exchange Commission. We also consent to your reference to Labrozzi & Co., PA as experts in accounting and auditing.

Yours Truly,

/s/ Labrozzi & Co., PA

-----  
Labrozzi & Co., PA  
January 28, 2013

BANKINTER S.A.:

CREDIT LINES:

BANKINTER CREDIT LINE 327:

Interest rate:	Variable & Average EURIBOR over three months + 2.50%.
Term:	No expiry date but renewable every year.
Use & application of loan:	Revenue earning equipment - cars.
Outstanding amount at 09/30/2012:	\$257.119
Quarterly payments:	\$2.824
Date of agreement:	11/18/2009
Initial amount:	\$257.119

BANKINTER CREDIT LINE 114:

Interest rate:	Average EURIBOR over three months + 2.50%.
Term:	Yearly renewable.
Use & application of loan:	Revenue earning equipment - cars.
Outstanding amount at 09/30/2012:	\$257.119
Quarterly payments:	\$2.846
Date of agreement:	08/04/2009
Initial amount:	\$321.399

BANKINTER LEASING CONTRACTS:

LEASING CONTRACT - 900017:

Interest rate:	3.34%. Variable
Term:	60 months
Use & application of loan:	Revenue earning equipment - cars.
Monthly payments:	\$787
Date of agreement:	08/27/2009

LEASING CONTRACT - 900024:

Interest rate:	2.76% - Variable.
Term:	60 months
Use & application of loan:	Revenue earning equipment - cars.
Monthly payments:	\$528
Date of agreement:	09/14/2009

LEASING CONTRACT - 900031:

Interest rate:	2.69% - Variable.
Term:	60 months
Use & application of loan:	Revenue earning equipment - cars.

Monthly payments: \$23  
Date of agreement: 11/24/2009

LEASING CONTRACT - 000026:

Interest rate: 2.71% - Variable.  
Term: 60 months  
Use & application of loan: Purchase of trackers  
Monthly payments: \$23  
Date of agreement: 01/15/2015

LEASING CONTRACT - 000033:

Interest rate: 2.72% - Variable.  
Term: 60 months.  
Use & application of loan: Purchase of trackers  
Monthly payments: \$122  
Date of agreement: 03/31/2010

LEASING CONTRACT - 000047:

Interest rate: 3.16% - Variable.  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$2,204  
Date of agreement: 06/09/2010

LEASING CONTRACT - 000054:

Interest rate: 2.72% - Variable.  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$250  
Date of agreement: 12/30/2010

LEASING CONTRACT- 100056:

Interest rate: 6.51% - Variable.  
Term: 36 months  
Use & application of loan: Purchase of car lift  
Monthly payments: \$103  
Date of agreement: 01/03/2012

LEASING CONTRACT - 200016:

Interest rate: 6.33% - Variable.  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$225  
Date of agreement: 01/20/2012

LEASING CONTRACT - 200044:

Interest rate: 4.89% - Variable.  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$1,539  
Date of agreement: 03/22/2012

LEASING CONTRACT - 200051:

Interest rate: 6.33% - Variable.  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$174  
Date of agreement: 04/04/2012

LEASING CONTRACT - 200065:

Interest rate: 5.73% - Variable.  
Term: 36 months  
Use: Purchase of mechanic tools  
Monthly payments: \$53  
Date of agreement: 06/20/2012

LEASING CONTRACT - 200072:

Interest rate: 6.33% - Variable.  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$133  
Date of agreement: 09/25/2012

LEASING CONTRACT - 200086:

Interest rate: 6.33% - Variable.  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$73  
Date of agreement: 10/30/2012

BANCO POPULAR ESPANOL S.A.:

BANCO POPULAR CREDIT LINE:

Interest rate: 3.00% - Variable.  
Term: 12 months renewable  
Use & application of loan: Revenue earning equipment - cars.  
Outstanding amount at 09/30/2012: \$57,739  
Monthly payments: \$470 (variable)  
Date of agreement: 07/14/2.010  
Initial amount: \$38.568; increased one year later to \$57,852

BANCO POPULAR SECURED LOAN:

Interest rate: 4,997% - Fixed  
Term: 60 months  
Use: Partial cancellation of Bankinter credit line identified with number 114  
Outstanding amount at 09/30/2012: \$50,106  
Monthly payments: \$1,628  
Date of agreement: 06/02/2010  
Initial amount: \$70,707

BANCO POPULAR LEASINGS CONTRACTS:

There are 37 Banco Popular leasing contracts in total, of which the following contracts are all subject to the same terms and conditions:- 1402;- 1321;- 1317;- 1310; -1311;- 1318;- 1312;- 1319;- 1313;- 1320;- 1322;- 1306;- 1323;- 1324;- 1332;- 1309;- 1328;- 1308,- 1315;- 1325;- 1305;- 1316;- 1329;- 1330;- 1327;- 1333;- 1334;- 1335;- 1331 and - 1403:

Interest rate: 4.243% - Fixed interest  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$6,255  
Date of agreement: 06/02/2010

Those Banco Popular Leasing contracts identified as: - 7665, 7663, 7664, 7668, and 7669 - are all subject to the following terms and conditions:

Interest rate: 6.62% - Fixed  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$1,530  
Date of agreement: 12/29/2011

The terms and conditions of Banco Popular Leasing contract - 7666 are as follows:

Interest rate: 6.33% - Fixed  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$349  
Date of agreement: 12/29/2011

The terms and conditions of Banco Popular Leasing contract - 1073 are as follows:

Interest rate: 6.257% - Fixed  
Term: 60 months  
Use & application of loan: Revenue earning equipment - cars.  
Monthly payments: \$348  
Date of agreement: 03/15/2012

Arrow Cars International Inc.  
Calle de Escritor Herrera Santaolala, No. 2  
Churriana, Malaga, Spain 29140

January 28, 2013

U.S. Securities and Exchange Commission  
Division of Corporate Finance  
100 F Street, NE  
Washington, D.C. 20549

Attention: Justine Dobbie, Legal Branch Chief  
Sonia Bednarowski, Esq.  
Mr. Juan Migone  
Mr. David Humphrey

Re: Arrow Cars International Inc.  
Amendment No. 1 to Registration Statement on Form S-1  
Filed December 19, 2012  
File No. 333-184611

Dear Madam and Sir:

This letter is in response to your letter to me of January 7, 2013, regarding the above referenced filing ("Comment Letter").

Our responses to the Comment Letter follow:

#### GENERAL

1. We note your response to our prior comment 3 and reissue in part. Please revise to file all material agreements pursuant to Item 601(b)(10) of Regulation S-K. If you do not believe that any of your debt obligations of approximately \$1,050,000, your senior credit facility or the personal guarantee provided by Mr. Harris are material, please tell us why you believe that these agreements are not material pursuant to Item 601(b)(10).

#### RESPONSE:

We have included new exhibits to our amended filing: Exhibit 10.5 (BANKINTER Credit Line 327), Exhibit 10.6 (BANKINTER Credit Line 114), Exhibit 10.7 (Banco Popular Credit Line) and Exhibit 10.8 (Banco Popular Bank Loan). The originals of the documents attached as Exhibits 10.5, 10.6, 10.7 and 10.8 were duly executed by the parties thereto. We have also included a new Exhibit 99.2 in our amended filing, which contains a clearer presentation of our various credit lines, bank loans, leasing contracts, etc. Exhibit 99.2 contains a summary of the terms of 57 leasing contracts, none of which is considered material. The disclosures in Exhibit 99.2 have also been included in our MD&A section of our amended filing.



Mr. Harris has personally guaranteed all agreements with the Company's lenders. In addition, under Spanish law, Mr. Harris is jointly and severally liable on all Company debts, notes, etc. We have revised our disclosure under the heading "Certain Relationships and Related Transactions" on page 45 of our amended filing to read as follows:

"Jeremy D. Harris is the personal guarantor on approximately \$1,050,000 related to our secured loan, credit lines and leasing contracts. In addition, by virtue of Spanish law, Mr. Harris is jointly and severally liable on all of the Company's bank lines of credit and automobile leasing contracts."

2. We note your response to our prior comment 4 and reissue. In particular, we note that you did not revise your disclosure in the prospectus in response to the comment. Please revise your Business section to disclose any past or current arrangement with GEP Partners. In addition, please include a brief explanation of why you did not complete a reverse merger as contemplated by your agreement with GEP Partners.

RESPONSE:

We have changed our disclosure on page 34 of our amended filing to state the following:

"On December 16, 2010, the Company executed an agreement with GEP Partners Plc., a limited company based in Dubai and the United Kingdom. GEP Partners agreed to act as financial advisor in assisting the Company to merge with a fully listed, compliant, and registered company listed on the OTCBB in the United States. In exchange, the Company agreed to pay \$135,000 in fees and exchange 3,000,000 company's equity at a valuation of \$0.001 per share. In March 2012, due to the fact that a suitable candidate had not been identified, the Company and GEP verbally agreed that the Company (Predecessor) would be acquired by a private Florida corporation (the Successor) and subsequently file a registration statement with the SEC, and that GEP would continue to be retained to consult in the process of assisting Arrow Cars International Inc. with registering its shares with the SEC and helping the Company with having its common stock quoted on the Over-the-Counter Bulletin Board."

OUR BUSINESS, PAGE 3

3. We note your revised disclosure regarding your "Rent to Own" model on page 3. Please revise to clarify what you mean by "low" by providing quantitative information. Alternatively, please revise to remove the word "low."

RESPONSE:

We have clarified what we mean by "low" on page 3 of our amended filing to read as follows:

"After the vehicle has been leased for between 12 and 36 months under our AutoOasis - Easy Car Leasing program, the vehicle is then transferred to our "AutoOasis - Rent to Own" program. Customers choosing to use our AutoOasis - Rent to Own service make an initial deposit of approximately 30% of the vehicle

value, followed by 36 monthly payments. One of our more popular vehicle models is the Skoda Fabia 1.4 TDI. Our current "Easy Car Leasing" 28 day rental rate for an economy group vehicle like the Skoda Fabia 1.4 TDI is \$526. The AutoOasis - "Rent to Own" monthly rental rate for the same group of vehicles over 36 months is \$316, including insurance of approximately \$54 per month and maintenance of approximately \$68 per month. The monthly maintenance expenses will obviously vary depending on mileage and wear and tear of a particular vehicle. Once the 36 month "Rent to Own" contract has expired, ownership of the

2

vehicle is transferred to the customer. We do not conduct credit score checks or require credit card payments, so our clients, who are unwilling or unable to obtain financing can still drive a modern, safe, economical vehicle while participating in our AutoOasis - "Rent to Own" program."

4. Please revise your disclosure in the last sentence on page 3 that your "Try Before You Buy" program increases the peace of mind for your customers to state as a belief.

RESPONSE:

We have revised this sentence in our amended filing to state that it is our belief.

5. Your statement on page 4 that "[o]nce [your] vehicles are between one and three years old, [you] deploy them to [your] "Rent to Own" program appears to contradict your statement on the previous page that "after the vehicle has been hired for around 12 months" it is transferred to the Rent to Own program. Please revise or advise.

RESPONSE:

We have revised our disclosure throughout our amended filing to state that once our vehicles are between one and three years or 12 and 36 months old, we deploy them to our "Rent to Own" program.

6. Please revise to disclose to what qualifies as change of circumstances such that a purchaser using your "Rent to Own" program decides to return the car will not be penalized.

RESPONSE:

We have revised our disclosure in page 4 of our amended filing by including what qualifies as a change of circumstances:

"Once the vehicles in our AutoOasis Easy Car Rental program are between one and three years old, we deploy them to our AutoOasis Rent to Own program where we sell them under a rent to own contract of 36 months duration (with no credit checks and the option to return the car, if necessary, without penalty if the contract purchaser's circumstances change, such as when the customer can no longer meet the monthly payments due to lack of employment or their own business' poor performance. In any case, the customer can return the vehicle at

any time and for any reason without penalty."

7. Please revise to tell us why you believe that your "Rent to Own" program allows you to obtain better prices than you would likely realize as trade-in value or from sales to third parties.

3

RESPONSE:

We have revised our disclosure on page 4 of our amended filing to read as follows:

- "1. Allows us to maintain a modern fleet of rental cars, while providing us the ability to dispose of older vehicles at better prices than we would likely realize as trade-in value or from sales to third parties. In Spain, trade in values are lower than retail values.
  2. Provides another income stream due to the financing, insurance and maintenance profit realized from the Rent to Own contracts."
8. We note your revised disclosure on page 5 that after the rent to own contract has expired, the customer can choose to return the vehicle to you. Please revise to provide a brief explanation as to how you compensate the owner for the returned vehicle. For example, disclose whether the owner trades in the car for a new rent to own car, paying only the difference between the value of the trade in and the new car.

RESPONSE:

We have revised our disclosure on page 5 of our amended filing to read as follows:

"6. Once the "Rent to Own" contract has expired, the customer can choose to return the vehicle and pick up another car from the AutoOasis "Rent to Own" fleet and begin the rent to own process again. The value of vehicles returned to us from the "Rent to Own" program will be determined according to the mileage, condition, age, market value and cost of repairs, etc. The value of the returned vehicle will be used to offset the deposit required to begin a new "Rent to Own" contract. If the value of the returned vehicle is less than the initial 30% deposit required for the "Rent to Own" program, the customer will have to make up the difference by paying additional cash. If the value of the returned vehicle is greater than the initial 30% deposit, the extra amount will be deducted from the "Rent to Own" contract by either reducing the total contract period or reducing monthly rental amounts, which ever the customer desires. The returned car will be restored to a saleable condition and be "resold" under a new "Rent to Own" contract."

RISK FACTORS, PAGE 6

9. We note your response to our prior comment 11 and reissue in part. Please revise the opening paragraph of your risk factors section to remove the reference to "additional risks and uncertainties not presently known to us" as it is inappropriate to reference unknown risks and uncertainties in this

section.

RESPONSE:

We have deleted the inappropriate language from our amended filing.

WE ARE VULNERABLE TO THE CURRENT ECONOMIC CRISIS WHICH MAY NEGATIVELY AFFECT,  
PAGE 11

10. We note your response to our prior comment 15 and reissue in part. Please revise to disclose how you believe the current economic conditions in Spain

4

are affecting your business. We note that you have addressed general risks that could impact "all companies, particularly small companies." Please revise to address the risk to your business.

RESPONSE:

We have revised our disclosure on page 9 of our amended filing to be more "Spain specific" and by discussing the impact on our Company in this risk factor.

USE OF PROCEEDS, PAGE 14

11. We note your response to our prior comment 19 and reissue in part. With a view towards revised disclosure, please tell us whether you already have an agreement to obtain the financing arrangement described in footnote 3.

RESPONSE:

Since we have decided to use proceeds of the offering to purchase vehicles outright instead of using the proceeds as leverage for financing, we have revised our Use of Proceeds section and deleted the prior footnote 3, accordingly.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND PLAN OF DEVELOPMENT STAGE ACTIVITIES, PAGE 20

12. Please revise your discussion of operating results, for each of the periods presented, to include a robust comparative discussion of changes in your operating results, including the qualitative and quantitative factors impacting both revenue and expenses.

RESPONSE:

We have updated the discussion of operating results but we see little sense in including a comparative discussion on the changes in our operating results for the prior years or periods are solely made up of the predecessor's accounts and the current periods are made up of the successor's accounts; this leads us to believe that the comparisons would be ambiguous.

13. We note your response to our prior comment 26 and reissue. Please revise to disclose the material terms of your leasing contracts, secured loans and letters of credit in this section.

RESPONSE:

We have added the material terms of all of our leasing contracts, secured loans and letters of credit to the management's discussion and analysis section of our amended filing.

5

PROPOSED MILESTONES TO IMPLEMENT OUR BUSINESS OPERATION, PAGE 22

IF WE ACHIEVE THE MINIMUM FUNDING, PAGE 22

INTRODUCE AND DEVELOP A NEW FLEET MANAGEMENT SYSTEM, PAGE 22

14. We note your response to our prior comment 28 and reissue in part. Please revise to clarify what you mean by a "semi bespoke system." In addition, please revise to clarify that it is your belief that the "system has the facility to exactly coordinate the return, repairs, servicing, cleaning and preparation [of] each vehicle for re-hire in the shortest amount of time."

RESPONSE:

We have revised our disclosure on pages 26 and 29 of our amended filing to read as follows;

"A semi bespoke system (designed by thermeon.com to maximize fleet efficiency) will be introduced and developed during the first quarter of 2013 in conjunction with our fleet expansion. In addition to general fleet management, the standard system is a template with the facility to fine tune certain elements allowing us to semi bespoke features to suit our model. Information entered into the system via a tablet device and networked throughout each department, can record the return of a vehicle, any damage, maintenance and cleaning required and automatically allocate the amount of time to complete the repairs. This information can be sent to each department along with a schedule of when to expect the vehicle. The reservations department can also be informed when the vehicle will be returned for rehire thus helping to maximizing fleet utilization.

Using a bar code system and a series of alerts it will automatically inform each department:

- 1) Of the scheduled repairs/preparation required.
- 2) Orders parts/materials required.
- 3) When each department should expect a vehicle.
- 4) The pre-determined time allocated for the work to be carried out. "

APPROACH SMALL TO MEDIUM SIZED BUSINESS IN SPAIN, PAGE 23

15. Please revise to include the cost of obtaining the fleets of other

businesses and briefly describe the business arrangements you intend to make with the operators of other fleets. Similarly, please revise your disclosure on page 27 to include an estimate of the cost of attaining the fleets of at least 10 companies and include a brief discussion of the business arrangements you intend to make with the operators of the other fleets.

RESPONSE:

We believe that we did not explain ourselves correctly as we do not intend to obtain or purchase the fleets of other companies. We have revised our disclosure on pages 27 and 31 of our amended filing, accordingly.

6

EXPAND OUR OPERATION IN GIBRALTAR, PAGE 23

16. We note your response to our prior comment 34 and reissue in part. It does not appear that you have disclosed how you intend to increase your client base in Gibraltar on page 23. Please revise by briefly describing how you intend to increase your client base here or include a cross-reference to page 27. In addition, please revise to clarify what you mean by a "large market" by providing quantitative information. Finally, with a view towards revised disclosure, please tell us whether you currently have contracts with the companies list on page 27 in your Expand Our Operation in Gibraltar section. If you do not, please revise to remove the names of such companies.

RESPONSE:

We have revised our disclosure on pages 27 and 31 of our amended filing by including the following language:

"24% of our entire fleet is driven by customers working in the tax free haven of Gibraltar (on the southwestern tip of Spain). Gibraltar is home for many off shore gaming companies and banks, employing foreigners on a temporary basis. We intend to increase our client base in Gibraltar by a minimum of 300% by;

- 1) By employing the services of an independent sales company to sell our service directly to these potential clients.
- 2) By collaborating with the companies directly to introduce our services as part of a "welcome package" to new arrivals to ensure their arrival in new country is a more relaxed process. However, there is no guarantee that we will be able to increase our client base by a minimum of 300%."

BEGIN RECRUITMENT OF AGENTS FOR THE RENT TO OWN BUSINESS EXPANSION, PAGE 23

17. Please revise to clarify what you mean by your disclosure on page 23 that your "Rent to Own" sector has been "successfully" tested.

RESPONSE:

We have revised our disclosure on page 28 of our amended filing to read as follows:

"The "Rent to Own" sector of the AutoOasis business model has been successfully tested because between December 31, 2011 and October 31, 2012 we transferred 40 of our vehicles from "Easy Car Leasing" customers to "Rent to

7

Own" customers. During the third quarter of 2013, we intend to develop our dealer agency network by beginning the recruitment of agents in preparation for the Easy Car Leasing fleet being transferred to "Rent to Own" during the first quarter of 2014."

DEVELOP RELATIONSHIPS WITH VEHICLE SUPPLIERS IN THE USA, PAGE 23

18. We note your response to our prior comment 31 and reissue in part. Please revise to clarify whether you intend to purchase vehicles from Ford and Toyota or develop some other type of arrangement as you expand your operations.

RESPONSE:

We have revised our disclosure on pages 28 and 30 of our amended filing to read as follows:

"We do not have any operations in the U.S.A at this time. During May 2012, our management traveled to Orlando, Florida to meet with the Ford Fleet National Account Manager and Ford Rental Sales Manager and the Regional Fleet Manager for Southeast Toyota Distributors and began initial discussions regarding our planned expansion into Florida. Communication has been maintained with these people pending another trip to the U.S. Prior to our Company entering the U.S. market, we will communicate with other vehicle manufacturers and suppliers. The supplier offering an arrangement that suit our needs will be the one we use to provide our fleet. During our expansion, fleet suppliers will probably change due to price and supply and terms and conditions fluctuations. Market forces such as the cost of fuel and model desirability will also be factors that determine the fleet we choose to operate."

BUSINESS, PAGE 30

CURRENT OPERATIONS, PAGE 31

19. We note your response in our prior comment 37 that the average long term rental of your cars has been seven months since 2005 and that, since July 2009, your average fleet utilization has been 92%. Please revise to disclose the average long term rental of your cars in the last fiscal year and your average fleet utilization in the last fiscal year. In addition, please revise to disclose whether your fleet utilization varies depending on season and, to the extent that it does, please discuss.

RESPONSE:

We have revised our disclosure on page 35 of our amended filing by adding the following language:

"During the fiscal year ended December 31, 2012, the average long term rental for our Easy Car Leasing vehicles was 7.1 months. 46% of the Easy Car Leasing fleet has been leased to the same clients prior to 2012, throughout the entire 2012 fiscal year and continue into 2013 without breaking the rental.

8

Our average fleet utilization during the 2012 fiscal year was 92% (including vehicles unable to be hired due to accident damage or mechanical failure). Our fleet utilization peaked at 95% during August, October and November 2012. Our lowest fleet utilization of 89%, 90%, and 88% were recorded during January, February and March 2012, respectively. These fluctuations are typical as foreigners take advantage of cheap post Christmas flights home and business owners will experience a slowdown in trade after the Christmas peak season."

#### DESCRIPTION OF PROPERTY, PAGE 36

20. We note your response to our prior comment 42 and reissue in part. Please revise to clarify that in order to fully implement your business plan you will require additional office space.

#### RESPONSE:

We have revised our disclosure on page 39 of our amended filing to read as follows:

#### "DESCRIPTION OF PROPERTY

We currently do not own any property. Our headquarters are located within a five minute drive of the Malaga International Airport in Malaga, Spain, where we operate from a 360 square meter (3,875 square feet), 2-story vehicle showroom and a 350 square meter (3,767 square feet) vehicle maintenance, repair and preparation center, which already has adequate room for our planned expansion. We lease this facility under a written lease agreement dated April 12, 2012, that will expire on May 31, 2013, and can be renewed through May 31, 2017. Our monthly lease expense for this facility is 2,500 Euros (approximately U.S. \$3,565). We consider our current principal office space arrangement adequate. Assuming we raise between \$1,000,000 and \$2,000,000 in this offering. If we raise between \$2,000,000 and \$5,000,000, we believe we will need to move to a larger premises to fully implement our business plan."

#### CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS, PAGE 41

21. We note your disclosure in response to our prior comment 45 that Mr. Harris is the personal guarantor on all of your bank lines and automobile leasing contracts. Please revise to disclose the aggregate amount of debt that is guaranteed by Mr. Harris.



RESPONSE:

Please see our response to comment 1, above.

CONSOLIDATED FINANCIAL STATEMENTS

STATEMENT OF OPERATIONS, PAGE F-3

22. We note you revised your financial statements to update for the nine months ended September 30, 2012. However, please revise to include the comparative period for the nine months ended September 30, 2011. For guidance, refer to Rule 8-03 of Regulation S-X.

9

RESPONSE:

We have included the the nine months ended September 30, 2011 comparative balance sheet, income statement, statement of cash flows and also shareholders equity (deficit).

NOTE 1 - BACKGROUND, PAGE F-6

23. On page 32, you indicate that once the rent-to-own contract has expired, the customer can choose to return the vehicle and collect another "new car" from the AutoOasis fleet. Also, on page F-6, you indicate that such customer can use the vehicle as a deposit for a newer rent-to-own car and continue to pay monthly lease payments for an additional 36 months. Please tell us how you determine the value of the returned vehicle. In this regard, it is unclear whether or not the customer automatically receives full credit for the required 30% deposit on a newer rent-to-own car. Please advise.

RESPONSE:

We have revised our disclosure on page F6 to state the following:

"The value of returned "Rent to Own" vehicle will be assessed on mileage, condition, age, market value and cost of repairs, etc. The assessed valuation will be used toward the deposit required to begin a new "Rent to Own" contract. If the valuation is less than the initial 30% deposit the customer will be asked to supplement the difference. If the valuation is greater than the initial 30% deposit the extra amount will be deducted from the monthly rental payments (by way of reducing the total contract period or reduced monthly rental amounts. This decision will always be the customer's choice)."

NOTE 2 - BASIS OF PRESENTATION AND RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS, PAGE F-7

VEHICLES, PAGE F-7

24. You indicate that your depreciation methodology is an activity-based method similar to the units of production method. In this regard, please provide

us with significant support regarding the appropriateness of using such a depreciation methodology. Also, in your response to our previous comment 25, you state that a 16% annual depreciation rate is applied on a monthly pro rata basis while your cars are in the Easy Car Leasing program. This suggests that you use a straight-line depreciation methodology. Please explain this apparent inconsistency.

RESPONSE:

We have revised our disclosure on Note 2 - "Basis of Presentation and Recently Issued Accounting Pronouncements - Vehicles" to state the following:

#### "VEHICLES

Leased vehicles are carried at cost, net of accumulated depreciation. Depreciation for vehicles is provided using straight line method at a rate of 16% per annum.

10

Once a vehicle enters the "Rent to Own" program it is no longer depreciated as it is deemed to have been sold.

We depreciate leased vehicles for a period generally for 12 to 36 months at 16% per annum depending on when the vehicles enter in to the "Rent to Own" program.

Vehicle-related interest expense amounts were \$29,815 and \$29,927 for 2011 and 2010 respectively; and \$41,003 and \$22,412 for the 9 months ended September 30, 2012 and September 30, 2011 respectively."

We have revised our disclosure on Note 4 - "Vehicles and Property and Equipment" to state the following:

"Leased vehicles are carried at cost, net of accumulated depreciation. Whilst the vehicles are in the "Easy Car Leasing" program, depreciation for these vehicles is provided using straight line method at a rate of 16% per annum.

Once a vehicle enters the "Rent to Own" program it is no longer depreciated as it is deemed to have been sold.

Depreciation expense for December 31, 2010 and 2011 were \$122,820 and \$161,489 respectively; also \$120,064 and \$126,421 for the 9 months ended September 30, 2012 and September 30, 2011 respectively."

#### REVENUE RECOGNITION, PAGE F-8

25. You indicate that revenue is recognized upon execution of the agreement which provides for non-refundable thirty-six month lease terms. Generally, the customer only has the right to acquire title through payment of all required lease payments. However, based on the description of your current operations on page 31, it appears that a customer can terminate the

rent-to-own contract and return the car at any time and, in this event, you cannot enforce collection for non-payment of future rents. Therefore, it is unclear why you believe it is appropriate to record an installment sale receivable upon execution of the 36-month lease agreement. For guidance related to installment sales, refer to ASC Topic 605-10-25-3.

RESPONSE:

When a vehicle is passed from the "Easy Car Leasing" program to the "Rent to Own" program and is subsequently sold, it automatically comes out of our fleet's inventory. The total amount to be paid by the client during the term of the lease is deemed to be "Installments sales receivable" due to the fact that the client is contractually obliged to make all the payments.

However, the client has the option to return the car, and if the client chooses to do so, the vehicle is put back into our inventory and valued at the total amount of outstanding lease payments.

11

NOTE 7 - INSTALLMENT SALES RECEIVABLE, PAGE F-14

26. Please revise your disclosures to clearly and consistently describe your business model. For example, you refer to an initial 12-month rental phase in Note 7, but your response to our previous comment 25 states that your cars are in the Easy Car Leasing program for 24 or 36 months. Also, on page 3, you indicate that vehicles are transferred to your rent-to-own program after 12 months, but your disclosure on page 4 states that you deploy vehicles to your rent-to-own program once they are between one and three years old. Please make all necessary revisions to ensure clear and consistent disclosure with respect to your business model as well as the related accounting policies for revenue recognition and depreciation.

RESPONSE:

We have revised our disclosure to ensure that previous inconsistencies are now consistent:

While our vehicles are in the "Easy Car Leasing" program (between 12 and 36 months) we apply 16% depreciation per annum on a monthly pro rata basis. Once the 12 to 36 month "Easy Car Leasing" program ends, the vehicles enter into the "Rent to Own" program which is in essence a sale agreement payable in 36 equal installments. The cars are "effectively" sold to specific clients, so there is no more depreciation applied to the revenue earning assets (Vehicles - Cars). The price at which a car is sold minus the net cost of the car (initial purchase price less accumulated depreciation over the 12 to 36 month lease term at 16% per annum) determines if there is loss or a gain on the ultimate disposition of the asset (Vehicle).

GENERAL

27. Please update your financial statements to comply with Rule 8-08 of Regulation S-X.

RESPONSE:

We will update our financial statements in a subsequent amendment to our registration statement to include audited financial statements for the fiscal year ended December 31, 2012.

28. Provide a currently dated consent from the independent registered public accounting firm in the amendment.

RESPONSE:

A currently dated consent from our independent registered public accounting firm is included as an exhibit to our amended filing.

12

Please address any further comments to our attorney, David E. Wise, Esq. Mr. Wise's contact information is set forth below:

Law Offices of David E. Wise, P.C.  
The Colonnade,  
9901 IH-10 West, Suite 800,  
San Antonio, Texas 78230.

Telephone: (210) 558-2858  
Facsimile: (210) 579-1775  
Email: wiselaw@verizon.net

Very truly yours,

Arrow Cars International Inc.

By: /s/ Jeremy Harris

-----  
Jeremy Harris  
President and Chief Executive Officer

13