

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FRANCHISE FEE

You must pay an initial franchise fee of \$25,000 (plus any applicable sales tax). The initial franchise fee with the Vet★Fran discount is \$21,250. You pay \$10,000 deposit with your signed Franchise Agreement, and this deposit will be refunded to you if your chosen market or your financing is not approved by Sir Speedy, or if our Franchise Review Committee does not approve your application. Otherwise, the \$10,000 deposit is non-refundable. You pay the balance of the franchise fee of \$15,000 (\$11,250 for Vet★Fran applicants), before you attend the two-week initial training program. This payment of \$15,000 is non-refundable.

You may purchase additional Sir Speedy Centers for the multiple franchise fee offered at the time. Currently, that franchise fee is \$7,500 for an approved location outside your protected territory (as defined in Item 12), or \$1,000 for location inside your protected territory. These franchise fees are non-refundable as stated above. You must obtain Sir Speedy's prior written approval to open an additional Sir Speedy Center, and sign a new Franchise Agreement and an Outside Territory Multiple Center Addendum similar to Exhibit "F" for a Multiple Center outside your protected territory, or an Inside Territory Multiple Center Addendum similar to Exhibit "F" for a Multiple Center inside your protected territory. You must not be in default of your existing Franchise Agreement.

Start Up Costs

You must also pay \$30,000 to Sir Speedy for training and opening costs (along with any applicable sales tax required by your state), for services and items we provide as site location assistance, lease negotiation assistance, classroom training, transportation for 2 to training, lodging and most meals at training, the training at opening of your Center, your opening promotional activities, mailing list, and beginning inventory (see Pre-Opening Obligations and Continuing Obligations in Item 11). You must pay the training and opening costs, before attending Sir Speedy training school, or within 90 days after you sign your Franchise Agreement, whichever is first to occur.

If you are unable to adequately complete your work at training school, you may be disqualified and Sir Speedy will refund your paid in training and opening costs of \$30,000 and terminate your Franchise Agreement. Other than as stated above, the franchise fee, training, and opening costs are not refundable.

**ITEM 6
OTHER FEES**

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
CONTINUING FRANCHISE FEE ¹	4% of gross sales for 1 st 12 months, then 6% of gross sales. ²	Payable weekly via electronic draft.	Gross sales includes all revenue related to the franchised business, except taxes.
NETWORK ADVERTISING ³	1% of gross sales for 1st 12 months, then 2% of gross sales.	Same as Continuing Franchise Fee.	
ADDITIONAL TRAINING ⁴	Currently \$1,000 per person.	Anytime before beginning of training	Start up costs covers training for 2 people. See Item 11.
TRANSFER	Currently \$10,000 for year 2007, subject to change.	Before consummation of transfer.	You must pay when you sell your Center to a qualified buyer. No charge if franchise transferred to any entity, which you control.
AUDIT ¹	Cost of audit. ⁵	Upon demand.	You must pay only if audit shows an understatement of at least 2% of gross sales for any month.
INTEREST ¹	Maximum rate permitted by law.	Upon demand.	Payable on overdue amounts.

Notes:

1. All fees are imposed by and payable to Sir Speedy and are non-refundable. However, Continuing Franchise Fees are rebated in accordance with Exhibit "B" of the Franchise Agreement.
2. Continuing Franchise Fee for independent print/copy shops that desire to convert to a Sir Speedy franchise will be on different terms than provided herein.
3. All fees are payable to the Sir Speedy Advertising Fund, and are non-refundable. You and other Franchisees may join together to form a local advertising cooperative to collect dues and conduct joint advertising. Typical monthly dues range from \$50 to \$405.
4. The training fee applies to additional people sent to training by you over and above the two provided for in your Franchise Agreement.
5. An audit may cost anywhere from \$0 to \$3,500 depending on the scope of the audit.

ITEM 7

INITIAL INVESTMENT

NAME OF FEE	AMOUNT IF PAID IN CASH	PAYMENT AMOUNT	METHOD OF PAYMENT	WHEN DUE	PAYMENT MADE TO	REFUNDABLE
INITIAL FRANCHISE FEE	\$21,250 to \$25,000	\$10,000 dep \$11,250 to \$15,000 bal	Deposit	With Application Upon Financing Approval	Sir Speedy	See Item 5
TRAINING & OPENING COSTS ¹	\$30,000	\$30,000	Lump sum	Prior to training, or 90 days upon signing Agreement (whichever 1 st)	Sir Speedy	See Item 5
PURCHASED EQUIPMENT ²	\$81,413	\$1,800	Loan Payment	Monthly	Lender or Sir Speedy	No
LEASED EQUIPMENT ²		\$2,857	Lease	Monthly	Konica	No
ADDITIONAL FUNDS (WORKING CAPITAL) ³	\$125,000 to \$150,000	Various	Operating Expenses	As Incurred	Cost of Goods, Payroll, G&A	No
TOTAL INVESTMENT ⁴	\$257,663 to \$286,413					

Notes:

- The initial franchise fee and start-up costs are discussed in detail in Item 5. Sir Speedy does not finance these fees and costs. Franchise fees for an independent print/copy shop converting to a Sir Speedy may be different.
- The purchased equipment includes prepress equipment and software, bindery equipment, large format equipment, mailing services equipment and software, and furniture and office equipment. See Exhibit "A" of Franchise Agreement for details. An estimated financing monthly payment for the purchased equipment would be approximately \$1,800 over a period of 60 months with a 1% buy-out. (However, actual terms and rates depend on your credit and other qualifications.) The leased equipment consists of two digital print engines, one color and one black and white. An estimate monthly lease payment for both machines combined is approximately \$2,857 for 36 months. The retail value of the two leased machines, if purchased rather than leased is approximately \$102,000.
- You will need capital to pay for initial security and utility deposits, business permits, initial Yellow Pages advertisements, initial insurance costs and tenant improvements. Leasehold improvements vary from \$0 to \$25,000 or more, and, will be negotiated with the landlord. In some cases, you will pay for the site improvements and sometimes the landlord will offer an allowance, in which case they will be paid for in full or in part by the landlord, and payment will then be made via the regular rent payments. You will also need capital to support your ongoing expenses, such as rent, lease payments, payroll, utilities, Continuing Franchise Fees, advertising and supplies, etc., to the extent these costs are not covered by sales revenues. New businesses often generate a negative cash flow. Sir Speedy estimates that the amount given will be sufficient to cover ongoing expenses for up to a 20-month start-up phase. This is only an estimate, however, additional working capital may be necessary during this start-up phase, and after. Your actual break-even point will depend on factors such as: how much you follow Sir Speedy's methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for the product; the prevailing wage rate; competition; the sales level reached during the initial period; and any equipment upgrades. Therefore, Sir Speedy cannot accurately predict how long it will take you to reach your break-even point, if ever. Initial expenses for non-owner managed Centers may be considerably higher and may require a longer start-up period. Sir Speedy relied on its 30 years of experience in the printing and reproduction business to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.
- The figures given, assume the purchased equipment is purchased and the leased equipment is leased. The digital print engine copiers are typically leased, and the equipment package is typically purchased-financed.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must obtain certain basic computer, hardware and software, pre-press, duplication, and finishing equipment to adequately serve your customers' needs. The total equipment package may be obtained from any source, including Sir Speedy. Sir Speedy specifies by name equipment determined to be most efficient for the uses anticipated. You may obtain comparable equipment with equivalent function, capacity and quality if approved by Sir Speedy.

Approval for equivalent equipment is determined by product tests, both in the field by you and by equipment testing done by Sir Speedy at its own facilities. All approved equipment must be manufactured by a reputable graphic arts supplier able to provide national service. The testing period usually varies between one and six months and is at no cost to you. If approved, Sir Speedy will notify the supplier. Sir Speedy does not have any affiliates who are approved suppliers of required equipment.

In addition to the equipment package, you must have two digital print engines, which must be on the premises. These machines are leased directly from the vendors.

We estimate that the equipment package will be approximately 28% to 31% of the cost to establish the Sir Speedy Center. (Additional equipment purchased from required working capital during the first 12 months must be approved by Sir Speedy).

In the year ended December 31, 2006, Sir Speedy's gross revenues from the sale of equipment to Sir Speedy Franchisees was \$0.00. Sir Speedy will sell the initial equipment package to you at cost.

Several of Sir Speedy's suppliers provide Sir Speedy "credits" for each transaction consummated with you. The credits amount to 1% to 5% of the purchase price and are used by Sir Speedy to acquire test equipment from that supplier for its national training center and corporate office, and to support training venues.

Sir Speedy's various national contracts with many equipment manufacturers/distributors give discounted pricing to you based on volume purchasing of up to 50% off list pricing. Sir Speedy does not require you to deal with any particular vendor as a condition to receive any Franchise benefits.

ITEM 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Offering Circular.

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	ITEM IN OFFERING CIRCULAR
a. SITE SELECTION & ACQUISITION/LEASE	Section 4b	Item 11
b. PRE-OPENING PURCHASES/LEASES (EQUIPMENT)	Section 2b	Item 8
c. SITE DEVELOPMENT & OTHER PRE- OPENING REQUIREMENTS IN THIS TABLE	None apart from the other items	
d. INITIAL & ONGOING TRAINING	Sections 4c & 4x	Item 11
e. OPENING	Section 4x	Item 11
f. FEES	Section 2	Items 5 & 6
g. COMPLIANCE WITH STANDARDS & POLICIES/OPERATIONS	Section 4	Item 11

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	ITEM IN OFFERING CIRCULAR
MANUAL		
h. TRADEMARKS & PROPRIETARY INFORMATION	Sections 1c, 4a & 9c	Items 13 & 14
i. RESTRICTIONS ON PRODUCTS/SERVICES OFFERED	Sections 1d, 4g, 4h, 4i, 4j, 4k	Item 16
j. WARRANTY & CUSTOMER SERVICE REQUIREMENTS	None	
k. TERRITORIAL DEVELOPMENT & SALES QUOTAS	Section 4l	
l. ONGOING PRODUCT/SERVICE PURCHASES	None	
m. MAINTENANCE, APPEARANCE & REMODELING REQUIREMENTS	Sections 4o, 4p & 4x	Item 11
n. INSURANCE	Section 4s	Item 7
o. ADVERTISING	Sections 2d, 2e, 4l, 4n & 4v	Items 6 & 11
p. INDEMNIFICATION	Section 4s	
q. OWNER'S PARTICIPATION/ MANAGEMENT/STAFFING	Sections 4c, 4e & 4f	Items 11 & 15
r. RECORDS/REPORTS	Sections 4m & 4q	
s. INSPECTIONS/AUDITS	Sections 4m, 4q & 4v	Item 6
t. TRANSFER	Section 8	Items 6 & 17
u. RENEWAL	Section 6b	Item 17
v. POST-TERMINATION OBLIGATIONS	Section 7a(iii)	Item 17
w. NON-COMPETITION COVENANTS	Sections 4i, 4j & 7c	Item 17
x. DISPUTE RESOLUTION	Section 9e	Item 17
y. OTHER		

ITEM 10 FINANCING

Sir Speedy does not offer direct financing and we are not, nor do we intend to become, a lender.

Sir Speedy does not arrange financing from other sources.

Sir Speedy does not receive direct or indirect payments for placing financing.

Sir Speedy does not guarantee your obligations to third parties.

Sir Speedy does not have any past or present practice or intent to transfer, assign, discount, or sell to a third party, in whole or in part, any note, contract or other instrument signed by you, but Sir Speedy reserves the right to do so in the future.

ITEM 11 FRANCHISOR'S OBLIGATIONS

Pre-Opening Obligations

Before you open your business, Sir Speedy will:

1. Provide you with advice, upon request, in obtaining financing for your Sir Speedy Center (Franchise Agreement, Section 3f);
2. Review the proposed market area for business counts, traffic flow, development or redevelopment in the area, business types, business climate, competition, availability of sites, location of suppliers and other Sir Speedy Centers (Franchise Agreement, Section 3a);