

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);

3. Provide you with site selection approval. We will use our best efforts to approve or disapprove your proposed site within 14 days from the date you submit your proposal along with all the other information about the site, which we may reasonably require. Neither Sir Speedy nor any affiliate intends to own the premises for your site, but we reserve the right to do so (Franchise Agreement, Sections 3b and 3c);
4. Provide you with a custom layout for your Sir Speedy Center (Franchise Agreement, Section 3c);
5. Deliver to you all supplies, inventory, and proprietary items (Franchise Agreement, Sections 3d and 3g); and
6. Provide you with, and assist in the delivery and installation, of the equipment and furniture purchased from Sir Speedy (Franchise Agreement, Section 3e). Freight, handling, installation and taxes are in addition to the Equipment Purchase Price.

Initial Training

Before opening, Sir Speedy will train you and one other person at our Print Management University currently located at our corporate facility in Mission Viejo, California. You may bring additional people to the training program (over the 2) at your expense. The current training cost for an additional person is \$1,000 (transportation and lodging are your responsibility). This mandatory, comprehensive training session currently begins with an orientation on a Sunday evening and runs for 2 weeks. Total instructional time currently runs for 88.5 hours. The objective of our initial 2-week training program is to thoroughly train you in our four operating systems: production management, marketing and sales management, business and financial management, and employee management. You must satisfactorily complete the training program.

The instructional materials and methods include a pre-attendance, a set of operations manuals, handouts, audiovisual presentations, role-play, case studies, and group interaction. Sir Speedy pays in full training expenses for two people to attend this initial training session including round trip transportation, lodging (one room, double occupancy), and some food (continental breakfast and lunch is provided every day of classroom training). Our initial training sessions are held quarterly. Hours of instruction per operating system are as follows:

OPERATING SYSTEM	HOURS OF CLASSROOM TRAINING	INSTRUCTORS
PRODUCTION MANAGEMENT Digital Training Pricing Production	12.5 Hours 10.0 Hours 7.0 Hours	R. Levig, D. Tyler, K. Kimberlin, W. Kozlov, T. Stelzer, K. Sullivan, L. Barr
MARKETING AND SALES MANAGEMENT	21.0 Hours	M. Johns, K. Galus, M. Wanner
BUSINESS AND FINANCIAL MANAGEMENT	26.0 Hours	K. Sullivan, R. Levig, S. Loranger, K. Brock, S. Coon
EMPLOYEE MANAGEMENT AND WORKPLACE SAFETY	12.0 Hours	C. Michalski, C. Pilliod

You leave the initial training program with a customized business plan to implement and follow during the first year of operation. There are no other mandatory initial training programs.

Continuing Obligations

When you begin operation, Sir Speedy will:

1. Provide you an opening and training representative to help you set up your center for up to 5 days (Franchise Agreement, Section 3i);
2. Provide you with a 6 month promotional program, including telemarketing and direct mail, through outside service providers and Sir Speedy personnel (Franchise Agreement, Section 3i);
3. Assist you in establishing a telemarketing program to follow up the direct mailings and set up appointments (Franchise Agreement, Section 3i.);
4. Provide you with promotional materials to distribute to your targeted customers (Franchise Agreement, Section 3i);
5. Provide you with an experienced digital training consultant who will spend up to 3 days on site, training you and your staff (Franchise Agreement, Section 3i);
6. Provide you with an experienced sales trainer who will spend 2 days with you on sales calls (Franchise Agreement, Section 3i);
7. Loan you a copy of Sir Speedy's Confidential Operations Manuals and Training Manuals (Franchise Agreement, Section 3j); and

These manuals currently include:

- Business and Financial Management Manual;
- Employee Management Manual;
- How to Hire, Train and Manage a Salesperson Manual;
- Marketing Manual;
- Operations & Production Management;
- Hazard Communication Program Manual; and
- Health & Safety Program Manual.

These manuals are confidential and remain Sir Speedy's property. Sir Speedy may modify, add to, or delete from the manuals; the modifications will not alter your status or rights under the Franchise Agreement. The Table of Contents for each manual is attached as Exhibit "C".

8. Provide you with the current available resources, which as of 2007, include:
 - Periodic consulting and assistance by field representatives;
 - Toll-free customer support lines for telephone consulting;
 - Periodic marketing materials and assistance (described in detail below);

- Periodic seminars, regional meetings and an annual convention;²
- A monthly newsletter;
- Free audio, video tape and CD resource library;
- Advice and information about new developments in the printing, copying, and graphic arts industry;
- Advertising materials described below;
- Access to our proprietary intranet: Sir Speedy Net, including all training and industry information; and
- Access to our SirSpeedy.com website, which includes Sir Speedy MyDocs® online ordering, online proofing, send-a-file and document management systems.

Sir Speedy is not obligated to perform these services to your particular level of satisfaction, but as a function of our experience, knowledge, and judgment (Franchise Agreement, Section 3k).

Marketing Materials and Advertising Programs

Marketing is a major emphasis of the Sir Speedy System. Sir Speedy creates an elaborate set of marketing materials at no additional cost to you for your local marketing use. These materials currently are files for local print advertisements, yellow page layouts, files for promotional items for distribution to customers, files for personalized materials (e.g. memo pads), annual calendars, and monthly newsletters. In addition, we currently have complete marketing packages such as Our Strategic Vision, a Mailing Services Kit, a Direct Mail Programs Kit, Color Imaging Marketing Kit, Key Prospect Mailing Program, Scan to Archive Marketing Kit, Variable Printing Marketing Program, an annual network marketing and business planning kit, and MyDocs Marketing kit and a Document Management Marketing kit. There are a number of additional marketing items for a nominal charge, including Gift Bags, Display Booth rental, Point-of-Purchase Brochures, Presentation Folders and Portfolios, and more. These products and services may be modified, deleted, or enhanced at any time.

Sir Speedy also maintains, for your benefit a network-wide Internet presence at www.sirspeedy.com. The main purpose of this website is to raise awareness of the capabilities of the Sir Speedy network. In addition, each center is given a custom website at www.sirspeedy.com/yourcity that can be customized and personalized by you. The individual website includes ecommerce functionality, online ordering functionality, online proofing functionality, send-a-file functionality, and functionality for document management. This service may be modified, deleted, or enhanced at any time. Additionally, the current online system allows for individualized online ordering catalogs, advanced document management features (including document archiving, searching, retrieving, and organization) to be utilized by each center for the benefit of their customers. These services are provided at little or no cost to you.

Sir Speedy also has a Network Advertising Program to promote the Sir Speedy brand on a national basis, currently through national cable television commercials, a direct mail program, special promotions, and various other marketing and advertising materials. The Network Advertising Program is not directed to any particular local area. The national television commercials are also available for

² The annual convention and certain seminars have an attendance fee. Locations are generally in large cities throughout the county and are given from year to year, on different business operations topics. Costs for the seminars range from \$0 to \$140 (most are free). In 2006 the convention registration fee was \$550.

your use in local markets. These local television commercials allow for center personalization and are designed to tie-in to the national advertising campaign. Radio commercials are also available for local use, although radio is not always included in the national media campaign.

A national public relations campaign, along with customizable materials and information for local PR functions are also provided by Sir Speedy as additional support.

All advertising for the Network Advertising Program and some marketing materials are currently created by Summit. Summit generates typical advertising agency commissions for placement of media and creative development. Sir Speedy pays for its Network Advertising Program (including agency commissions) through a network-advertising fund ("Ad Fund"). You must pay weekly Advertising Fees to the Ad Fund of either 1% or 2% of your weekly gross sales. The Advertising Fees are deposited into a separate bank account that Sir Speedy administers.

Sir Speedy allocates 100% of the Ad Fund revenue to the network ad program and not to any general administrative expenses. The Ad Fund does not otherwise benefit Sir Speedy or any affiliate. Of the Ad Fund expenditures in 2006, 78% was spent on media, 9% for production of advertising and marketing materials, 11% for Internet-related costs and 2% for other costs. Ordinarily, Ad Fund contributions will be spent in the fiscal year they are collected. The Ad Fund is not used to advertise the sale of franchises.

The Ad Fund pays for the development and maintenance of the network and individual web sites, except for that portion of the web site with information on selling franchises, which is paid for separately by Sir Speedy.

The Ad Fund is audited annually by an independent Certified Public Accounting firm. Sir Speedy will provide to you the audited financial statements.

Sir Speedy has an Owners' Marketing Advisory Council (OMAC) currently made up of 8 Franchisees who have been asked by Sir Speedy to serve. Sir Speedy consults with OMAC 2 to 3 times per year on all areas of its advertising and marketing programs and promotions. OMAC serves in an advisory capacity and may be changed or dissolved by Sir Speedy in the future.

Cooperative Advertising

Franchisees in the same geographic area may form a local advertising cooperative association (ACA) to conduct cooperative local advertising. If a majority of Franchisees in your area want to form an ACA, you must join and contribute dues agreed to by the majority. Sir Speedy will not be a member, but will act in an advisory capacity. Geographic areas are defined by the Dominate Market Area ("DMA") as defined by the radio and television industries. The ACA members themselves administer the ACA, create the ACA rules, and enforce those rules. (Generally, an ACA will have formal Bylaws and Articles of Association prepared, but this is not required by Sir Speedy for an ACA formation). Sir Speedy will recognize an ACA upon a majority of signatures of Franchisees in the area and will provide consultation and advice concerning cooperative advertising in the area. Sir Speedy cannot form, change, or dissolve an ACA without a majority vote of that ACA's members. ACA's are not required to prepare annual financial statements. If there is an ACA in existence in your prospective area, you must join it and should obtain information concerning dues and advertising benefits. You may preview its ACA Bylaws and Articles upon request.

You may develop advertising materials for your own use, at your cost, but materials must conform to Sir Speedy's guidelines provided to you for use of its logos and trademarks.

Computer Requirements

You must have computerized pricing and estimating software and hardware (Franchise Agreement, Section 2b and Exhibit "A" of the Franchise Agreement).

The Sir Speedy selected software currently is the latest version of PrintSmith manufactured by EFI/PrintSmith, 17250 N. Hartford Dr., Scottsdale, Arizona 85255, telephone number (800) 731-2618. The program manages cost files of both materials and production, estimates and invoices, maintains customer history data, accounts receivable, and can create aging and sales analyses. EFI/PrintSmith provides telephone support, software updates, and maintenance for 180 days with initial software package at no charge to you as part of Sir Speedy's equipment package. You can purchase a continuing maintenance agreement through different pricing plans and Sir Speedy recommends you do so. Sir Speedy has no affiliation with EFI/PrintSmith and receives no direct or indirect payments (other than volume discounts for its Franchisees) for utilizing PrintSmith in its equipment package.

There is a similar pricing software program called Printers Plan (not available in the current Sir Speedy package) which Sir Speedy Centers used before PrintSmith, as well as several other printing estimator programs.

The Sir Speedy selected hardware is a personal computer and a laser printer; PrintSmith system requires a computer and printer. You must obtain the complete equipment package, which includes the computer, the printer, and the software, either, from Sir Speedy or elsewhere. Individual pieces may not be separated out of our package.

Sir Speedy does not have independent access to the information and data maintained on your software, but it reserves the right to do so. You are not required to upgrade any particular piece of software or hardware; however, you must maintain the full capabilities of a Sir Speedy Center, including implementing any changes in the Sir Speedy System.

You must provide electronic file transfer capabilities for your customers through the website, www.sirspeedy.com. You must also be connected to Sir Speedy Net and have high-speed internet access obtained through a local service provider.

Site Selection

Sir Speedy will provide you with site selection approval. Sir Speedy will consider zoning, signage requirements, traffic flow, parking, site size and proximity to potential customer concentrations and proximity to other Sir Speedy Centers. Site selection is not an exact science and Sir Speedy does not guarantee the viability of any location. Franchisor will use its best efforts to approve or disapprove your selected site within 14 days from the date you submit a prospective site for approval. You will typically open your Sir Speedy Center within 180 days after you sign a Franchise Agreement. The factors that may affect how quickly you will open your Center include lease negotiation, obtaining financing, tenant improvements and build-out requirements, weather conditions, shortages and any delayed delivery or installation of equipment fixtures and signs. If you do not find a site with 90 days of signing the franchise agreement due to your own lack of diligence, we may terminate the franchise agreement.

ITEM 12 TERRITORY

Except as provided below, we will give you a protected territory where Sir Speedy will not establish another Sir Speedy Franchise or a company-owned Sir Speedy Center. The size of the protected territory varies according to the number of businesses in the area, and will be at least one-half mile radius. You have no minimum sales quota to maintain your protected territory. There are no circumstances that permit Sir Speedy to modify your protected territory without your consent. You may advertise and take orders from customers inside or outside your territory, including inside another Sir Speedy Franchisee's territory, and other Sir Speedy owners (including Sir Speedy's company owned centers) may have and solicit customers in your territory. You have the exclusive option to open additional Sir Speedy Franchises in your territory upon written application and approval by Sir Speedy. You have a non-exclusive option to open additional Franchises outside your territory, but not within another Sir Speedy Franchisee's territory, upon written application and approval. The Franchise Agreement grants you a single Sir Speedy Franchise for a designated location or any approved relocation. Sir Speedy will approve a relocation based on the same criteria it uses in approving the original location.

We will not grant a protected territory in dense Metropolitan areas and Sir Speedy may grant Franchises in numerous locations in these areas. A dense Metropolitan area is defined as a central business district or central downtown area of large, metropolitan cities with a high concentration of businesses. We will tell you if your application submitted requests a city that is considered to be a dense metropolitan area.

SIR SPEEDY'S AFFILIATE, PIP MAY HAVE OR MAY ESTABLISH PIP OUTLETS IN YOUR PROTECTED TERRITORY AND SIR SPEEDY MAY HAVE OR MAY ESTABLISH SIR SPEEDY CENTERS IN A PIP FRANCHISEE'S PROTECTED TERRITORY. SIR SPEEDY OR AN AFFILIATE MAY ESTABLISH OR ACQUIRE OTHER PRINTING/COPYING COMPANIES IN THE FUTURE, WHICH MAY HAVE OR OPEN OUTLETS IN YOUR TERRITORY.