FRANCHISE DISCLOSURE DOCUMENT

Sir Speedy, Inc.
A California Corporation
26722 Plaza
Mission Viejo, CA 92691
(949) 348-5000
www.sirspeedy.com
franchisesales@sirspeedy.com

As a Sir Speedy Franchisee you will independently own and operate a printing, sign, and marketing Sir Speedy Center offering marketing, sign, and printing services.

The total investment necessary to begin operation of a Sir Speedy franchised business is:

- New Franchise $258,027 to $305,527. This includes $50,000 to $55,000 that must be paid to the franchisor or its affiliate(s).
- Multiple Franchise $104,027 to $208,027. This includes $1,000 for an inside territory or $7,500 for an outside territory that must be paid to the franchisor or its affiliate(s).
- Conversion Franchise $77,500 to $286,527. This includes $55,000 that must be paid to the franchisor or its affiliate(s).

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale or grant. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Development Department at 26722 Plaza, Mission Viejo, California 92691, (949) 348-5000.

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance date: **March 29, 2024**

STATE COVER PAGE
How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Sir Speedy business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be Sir Speedy franchisee?	Item 20 lists current and former franchisees. You can contact them to ask about their experiences.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit G.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by arbitration and/or litigation only in California. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in California than in your own state.

2. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both you and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

3. **Sales Performance Requirements**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise and loss of your investment.

4. **Mandatory Minimum Payments**. You must make mandatory minimum royalty payments and advertising contributions regardless of your sales levels. Your inability to make these payments may result in termination of your franchise and loss of your investment.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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ITEM 1

FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

To simplify the language of this Franchise Disclosure Document, "Sir Speedy" means Sir Speedy, Inc. "You" means the person or entity who buys the franchise. If the person who buys the franchise is a corporation, "you" includes all owners of the corporation.

Sir Speedy was incorporated in the State of California originally on July 9, 1968 and re-incorporated on August 9, 1996. Sir Speedy maintains its principal place of business at 26722 Plaza, Mission Viejo, California 92691. Since 1968, Sir Speedy offers franchises for marketing, sign and printing centers known as "Sir Speedy." As of December 31, 2023, there were a total of 132 franchised Sir Speedy Centers operating in 31 states, plus Puerto Rico, District of Columbia, Canada, Taiwan (R.O.C.), and India.

Sir Speedy does not operate under any other name and does not offer franchises in any other line of business.

Predecessors and Affiliates

Sir Speedy has no predecessors and is a wholly owned subsidiary of its parent company, Franchise Services, Inc., ("FSI"), a California corporation, with its principal place of business at 26722 Plaza, Mission Viejo, California 92691. FSI is a wholly owned subsidiary of KOAH, Inc., a Delaware corporation whose principal office is in Armonk, New York ("KOAH"). KOAH also owns 100% of Kampgrounds of America, Inc., a Montana corporation, incorporated September 16, 1960 ("KOA") with its principal place of business located at 550 North 31st Street, Billings, Montana 59101. KOA franchises and owns campgrounds throughout the United States and Canada. KOA has never offered nor owned any Sir Speedy Centers and Sir Speedy has never offered nor owned any KOA campgrounds.

FSI owns and provides certain administrative services for 5 subsidiary companies: Sir Speedy, Summit Marketing Communications, Inc. ("Summit"), TeamLogic, Inc., ("TeamLogic"), Postal Instant Press, Inc. ("PIP"), and Signal Graphics, Inc. ("Signal Graphics").

Summit is a marketing firm and advertising agency and has provided services to Sir Speedy since 1992. Summit was originally incorporated in Colorado on August 12, 1996, and converted to a California corporation on March 27, 2009. Summit has its principal place of business located at 26722 Plaza, Mission Viejo, California 92691.

PIP was incorporated originally in California on June 28, 1968, and reincorporated in Delaware on October 20, 1987. On March 28, 2016 PIP converted to a California corporation. PIP's current principal place of business is located at 26722 Plaza, Mission Viejo, California 92691. PIP has franchised printing, marketing and sign centers since 1968 under the names Postal Instant Press, PIP, PIP Printing, PIP Printing and Document Services, PIP Printing and Marketing Services and PIP Marketing Signs Print. As of December 31, 2023, there were 55 PIP centers in the United States. PIP has never offered and does not own any Sir Speedy Centers and Sir Speedy does not offer nor own any PIP centers. PIP has not offered franchises in any other lines of business.

TeamLogic is a California corporation formed in September 1, 2004 with its principal place of business at 26722 Plaza, Mission Viejo, California 92691. TeamLogic franchises computer consultation, maintenance, and proactive managed IT service businesses operating under the name TeamLogic IT®. As of December 31, 2023, there were 282 TeamLogic IT businesses in the United States, including 1 in Puerto Rico, and 1 in Canada. Sir Speedy has never offered nor owns any TeamLogic IT businesses.

In September 2008, an affiliate of Sir Speedy, now called Signal Graphics, Inc., purchased from the Sampa Corp. certain assets, including Signal Graphics' franchise agreements. Signal Graphics is a California corporation, originally incorporated April 11, 2000, and has its principal place of business at 26722 Plaza, Mission Viejo, California 92691. Signal Graphics franchisees operate printing centers under the name Signal Graphics®. As of December 31, 2023, there were 4 Signal Graphics centers operating in the United States. Sir Speedy has never offered nor owns any Signal Graphics centers.

Description of Franchises

A Sir Speedy Center is a fast-paced, full-service business communication, data management and marketing services provider. A Center produces products and services, including graphic design, color and black and white printing, bindery, digital services, mailing services, marketing services, ad specialties and promotional products, posters, banners and signs, and provides other related products and services requested by a customer. Digitally based products and services are required. Jobs come to a Sir Speedy Center on digital media, through the internet, and in conceptual or hard copy form. The services are media independent. Production required by a customer may be output via offset printing, color or black and white copying, color or black and white digital printing, compact disc, DVD, etc. There is a list of the most basic products and services of Sir Speedy Centers in Section 1d of the Franchise Agreement. These products and services are in demand by businesses of all sizes, and the general public. You will face competition from other franchised printers, independent shops, office supply stores, and commercial printers.

Sir Speedy utilizes franchising as its business strategy for expansion in the United States and abroad. We grant franchises with care to individuals we believe are qualified financially, have acquired the business acumen to manage one's own business, have the personality traits most desirable to follow the Sir Speedy System and to promote the brand, and have a desire for success.

Additional Sir Speedy Centers are available for purchase by you to be operated either outside or inside your territory. You must obtain prior written approval from Sir Speedy to open (1) an additional Sir Speedy Center outside your territory and sign an Outside Territory Multiple Center Addendum; or (2) an additional Sir Speedy Center inside your territory and sign an Inside Territory Multiple Center Addendum. You will not be required to sign a new Franchise Agreement; the multiple center operates under the original Franchise Agreement. The expiration date or term of the original Franchise Agreement will be modified to be coterminous with the expiration date or term of the Multiple Center Addendum. The minimum number of outlets that must be developed under the multiple center franchise is one. Each Multiple Center Addendum reflects a single unit. There is no specific number of outlets that must be developed according to a schedule, and there are no consequences for failure to meet that schedule. You must be in good standing and not in default of your existing Franchise Agreement.

Environmental Laws. You must comply with certain federal environmental laws and regulations governing the use, handling, storage and disposal of various materials used in the operation of a Sir Speedy Center (the "Federal Environmental Laws") These Federal Environmental Laws may include the Occupational Safety and Health Act, SARA Title III (Superfund Amendment Reauthorization Act), RCRA (Resource Conservation and Recovery Act) and the Clean Air Act. You may be required to use special storage containers, file reports, obtain health licenses and waste disposal permits. We provide you with information concerning compliance with these Federal Environmental Laws.

You may also be subject to environmental laws in the state and locale of your Sir Speedy Center location. You should obtain the advice of a lawyer or consultant who is familiar with both the state or locale's environmental laws before signing a lease or Franchise Agreement for your Sir Speedy Center and as part of the ongoing operation of your Sir Speedy Center.

Please refer to Exhibit B for agents for service of process.

ITEM 2

BUSINESS EXPERIENCE

<u>Chief Executive Officer and Director: Don F. Lowe</u>

Don Lowe has served as Chief Executive Officer and Director of Sir Speedy since 1981 in Mission Viejo, California, as well as Franchise Services, Inc. since August 1996, TeamLogic since September 2004, Summit Marketing and Communications since 1998, PIP since 1997, and Signal Graphics since 2008.

<u>President and Director: Richard A. Lowe</u>

Richard Lowe has served as President and Director of Sir Speedy in Mission Viejo, California since May 1, 2006. Mr. Lowe is also the President and a Director of PIP and Signal Graphics since 2009; He is a Director of TeamLogic since 2006, and also a Director of Summit Marketing and Communications.

<u>Secretary, Chief Financial Officer and Director: Thomas Muller</u>

Thomas Muller joined Sir Speedy, Inc. on October 31, 2022, and was appointed Secretary, Chief Financial Officer and Director, in Mission Viejo, California. Over the last 5 years Mr. Muller has run the Tax Department at Dole Packaged Foods in Westlake Village, California, served as Director of Finance for Tri Star Sports & Entertainment Group in West Hollywood, California, and served as a Corporate Finance Consultant (CFO/Director/Manager Level).

<u>Executive Vice President, Chief Marketing Officer and Director: David Robidoux</u>

David Robidoux was appointed as Executive Vice President of Sir Speedy, Inc. in Mission Viejo, California since January 1, 2024. Mr. Robidoux also services as a Director of the company since October 31, 2022 and also serves as Chief Marketing Officer since March 2008.

<u>Vice President of Franchise Support: David C. Rice</u>

David C. Rice manages and oversees Sir Speedy Franchise Support since June 2013.

<u>Franchise Operations and Training Manager: Sean Loranger</u>

Sean Loranger has been the Franchise Operations and Training Manager for Sir Speedy, Inc. in Mission Viejo, California since September 2007, and a Sir Speedy Business Development Consultant since June 2006.

<u>Vice President of Business Development: Kelly Kimberlin</u>

Kelly Kimberlin joined Sir Speedy in October 2004, in Mission Viejo, California, and provides research and development of new technology services which franchisees can use in their operations.

ITEM 3

LITIGATION

The following action was filed against our affiliate, TeamLogic, Inc.:

On January 11, 2024, TeamLogic, Inc. (Teamlogic) and the California Commissioner of Financial Protection and Innovation entered into a Consent Order providing that, between December 2017 and February 2023, TeamLogic sold four (4) franchises procured through Franchise Brokers which TeamLogic did not have Salesperson disclosures on file with the Department of Financial Protection and Innovation, and as a result violated California Corporations Code Section 31210 in four (4) occasions. Teamlogic agreed to cease and refrain from violating Corporations Code section 31210 and from any violations of the Franchise Investment Law, and to pay an administrative penalty of $8,000.00 which it paid on January 16, 2024.

Other than this action, no litigation is required to be disclosed in this item.

ITEM 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this item.

ITEM 5

INITIAL FEES

<u>New Center Franchise Fee</u>

You must pay an initial Franchise Fee of $55,000 (plus any applicable sales tax). The initial Franchise Fee with the Vet★Fran discount is $50,000. You pay a $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. If both parties agree to cancel the Franchise Agreement before Sir Speedy University, the initial fee, less any out of pocket costs such as commission and broker fees and the initial $10,000 deposit, may be refunded. Otherwise, the $10,000 deposit is non-refundable. You pay the balance of the Franchise Fee of $45,000 ($40,000 for Vet★Fran applicants) before you attend the two-week initial training program. This payment of $45,000 is non-refundable.

<u>Multiple Center Franchise Fee</u>

You may purchase additional Sir Speedy Centers for a multiple Franchise Fee of $7,500 for an approved location outside your territory, or $1,000 for an approved location inside your territory (as defined in Item 12). 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 an Outside Territory Multiple Center Addendum attached as <u>Exhibit "F-2"</u> for a Multiple Center outside your territory, or an Inside Territory Multiple Center Addendum attached as <u>Exhibit "F-1"</u> for a Multiple Center inside your territory. You must not have been in default of your existing Franchise Agreement and meet then current revenue requirements and operating standards. You must change the expiration date or term of any pre-existing Franchise Agreements to be coterminous with your new Multiple Center Addendum expiration date or term for the additional Sir Speedy Center franchise. You must also demonstrate to our satisfaction that you meet our managerial and business standards, possess a good moral character and business experience.

Conversion Center Franchise Fee

If you own an independent printing/copying center, you may convert your center to a Sir Speedy Center with an initial franchisee fee of $55,000. You must sign the Conversion Addendum attached as Exhibit "I." The amount due directly to Sir Speedy for a Conversion Center would be $55,000. This payment of $55,000 is non-refundable.

Additionally, a conversion location would have expenses related to signage, "Build Out" and branding costs ranging from $5,000 to $31,000 payable to various vendors.

In the unusual event that a conversion business would need to add equipment, the costs fall into two categories. The first category includes equipment, hardware or software that is typically leased, and a full equipment portfolio would lease for $2,500 to $5,000 for 48 months at the time of this publication. If purchased, (which we do not recommend), the range depending on equipment needed would range from $0 - $70,527.

Equipment Package Cost

Before your center opens, you must purchase the initial inventory which includes prepress and graphics equipment and software, bindery and finishing equipment, large format equipment, mailing services equipment and software, and furniture, fixtures, signage and office equipment at an estimated cost of $70,527. This equipment is purchased by Sir Speedy and sold to you with no mark up. Sir Speedy does not finance the equipment. If you qualify, you may finance this purchase with any acceptable lender; terms and rates depend on your credit and other qualifications.

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ITEM 6
Other Fees

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
CONTINUING FRANCHISE FEE [1, 3]	4% of gross sales for 1st 12 months, then 6% of gross sales.[1, 2]	Payable weekly via electronic draft.	Gross sales includes all revenue related to the franchised business.
NETWORK ADVERTISING FEE [4]	1% of gross sales for 1st 12 months, then 2% of gross sales.	Same as Continuing Franchise Fee.	Minimum is $25/wk for 1st 12 months; then $50/wk. Temporary ceiling is currently $200/wk.
ADDITIONAL TRAINING FEE [5]	$2,000 per person.	Before attending training.	Payable if more than 2 people attend initial training; you must also pay travel, hotel, and meals for additional (trainee(s).
TRANSFER FEE	$10,000	Before consummation of transfer.	You must pay when you sell your Center to a qualified buyer. There is no charge if transferred to a member of Franchisee's immediate family who has actively participated in the operations of the Center. You must also sign a Transfer Release Agreement in the form of Exhibit H to your Disclosure Document.
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]	California judgment rate, currently 10%	Upon demand.	Payable on overdue amounts.

Notes:

1. All fees are imposed by and payable to Sir Speedy and are non-refundable.
2. Continuing Franchise Fees are rebated in accordance with Exhibit "B" of the Franchise Agreement.
3. Centers that desire to convert to a Sir Speedy franchise will be on different terms than provided. Please refer to Exhibit "I" Conversion Agreement of this disclosure document for the specific different terms relating to conversion franchises.
4. All fees are payable to the Sir Speedy Advertising Fund, and are non-refundable. Currently, the temporary ceiling is $200/wk. This is not permanent, and can change from year to year. You and other Franchisees may also join together to form a local advertising cooperative to collect dues and conduct joint, local advertising. Typical monthly dues range from $50 to $400.
5. An audit may cost anywhere from $0 to $3,500 depending on the scope of the audit.

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ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

NEW FRANCHISE

CATEGORY OF INVESTMENT	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE TO
INITIAL FRANCHISE FEE[1]	$55,000	Lump Sum	$10,000 Deposit with signed Franchise Agreement. Balance due before training	Sir Speedy
PURCHASED EQUIPMENT (INCLUDING COMPUTER HARDWARE AND SOFTWARE) [2]	$70,527	Lump Sum	At Time Equipment is Ordered	Vendors
LEASED EQUIPMENT [2]	$2,500 to $5,000	Lease	Monthly	Vendors
LEASEHOLD IMPROVEMENTS/ REAL ESTATE[2]	$5,000 to $25,000	Lease	One Time Charge	Vendors
ADDITIONAL FUNDS [3] - 20 Months	$125,000 to $150,000	Operating Expenses	As Incurred	Various vendors, entities & employees
TOTAL INVESTMENT [4]	$258,027 to $305,527			

VET★FRAN NEW FRANCHISE

CATEGORY OF INVESTMENT	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE TO
INITIAL FRANCHISE FEE[1]	$50,000	Lump Sum	$10,000 Deposit with signed Franchise Agreement. Balance due before training	Sir Speedy
PURCHASED EQUIPMENT (INCLUDING COMPUTER HARDWARE AND SOFTWARE) [2]	$70,527	Lump Sum	At Time Equipment is Ordered	Various Vendors
LEASED EQUIPMENT [2]	$2,500 to $5,000	Lease	Monthly	Vendors
LEASEHOLD IMPROVEMENTS/ REAL ESTATE[2]	$5,000 to $25,000	Lease	One Time Charge	Vendors
ADDITIONAL FUNDS [3] - 20 Months	$125,000 to $150,000	Operating Expenses	As Incurred	Various vendors, entities & employees
TOTAL INVESTMENT [4]	$253,027 to $300,527			

MULTIPLE FRANCHISE

CATEGORY OF INVESTMENT	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE TO
FRANCHISE FEE[4]	$1,000 to $7,500	Lump Sum	Prior to training, or 90 days upon signing Agreement (whichever occurs 1st)	Sir Speedy
PURCHASED EQUIPMENT (INCLUDING COMPUTER HARDWARE AND SOFTWARE) [2]	$70,527	Lump Sum	At Time Equipment is Ordered	Vendors
LEASED EQUIPMENT [2]	$2,500 to $5,000	Lease	Monthly	Vendors
LEASEHOLD IMPROVEMENTS/ REAL ESTATE[2]	$5,000 to $25,000	Lease	One Time Charge	Vendors
ADDITIONAL FUNDS 3 - 20 MONTHS	$25,000 to $100,000	Operating Expenses	As Incurred	Various vendors, entities & employees
TOTAL INVESTMENT [4]	$104,027 to $208,027			

New, VetFran, and Multiple Franchise Notes:

1. The initial Franchise Fee are discussed in detail in Item 5. You pay a new initial Franchise Fee of $55,000 ($50,000 for Vet★Fran applicants). A $10,000 deposit is due at signing the Franchise Agreement, and this deposit will be refunded to you if your chosen territory or your financing is not approved by Sir Speedy. If both parties agree to cancel the Franchise Agreement before initial training, the initial fee, less any out-of-pocket costs such as commission and broker fees and the initial $10,000 deposit, may be refunded. Otherwise, the $10,000 deposit is non-refundable. The balance of the Franchise Fee of $45,000 ($40,000 Vet★Fran) must be paid before you attend initial training program. This payment of $45,000 ($40,000 Vet★Fran) is non-refundable. The multiple center Franchisee Fees of $7,500 for an outside territory or $1,000 for an inside territory are non-refundable.
2. The leased equipment consists of two digital production devices, one color and one black and white, and a large-format printer. An estimated monthly lease payment for all machines combined is approximately $2,500 to $5,000 for 48 months, and are leased directly from the Vendor. The retail value of all the leased machines, if purchased rather than leased, is approximately $104,351.
3. The specific costs that are included in the Additional Funds category will include initial security and utility deposits, business permits, yellowpages.com, advertisements, initial insurance costs and tenant improvements. Leasehold improvements vary from $5,000 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 be included in the regular rent payments. 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. Sir Speedy relied on its more than 50 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.
4. 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.
5. The estimated initial investment for the minimum number of outlets that must be developed for the multiple unit franchise is one additional unit, for a total of two units. There is no maximum number of outlets that must be developed. You may choose to purchase one outlet at a time. The total initial fees that may be developed for one outlet is $12,500, for two outlets is $25,000, and so forth.

CONVERSION FRANCHISE

CATEGORY OF INVESTMENT	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE TO
INITIAL FRANCHISE FEE	$55,000	Lump Sum		Sir Speedy
BRANDING CHANGEOVER[2]	$5,000-$31,000	Lump Sum	As incurred	Various vendors, entities
EQUIPMENT (INCLUDING COMPUTER HARDWARE AND SOFTWARE)[3]	$0-$70,527	Lump Sum/Lease if available from vendor	At time equipment is ordered or lease payments as prescribed	Various vendors, entities
LEASED EQUIPMENT[2]	$2,500 to $5,000	Lease	Monthly	Vendors
LEASEHOLD IMPROVEMENTS/ REAL ESTATE[2]	$5,000 to $25,000	Lease	One Time Charge	Vendors
ADDITIONAL FUNDS[4]	$10,000 to $100,000	Initial Operating Expenses	As Incurred	Various vendors, entities
TOTAL INVESTMENT[4]	$77,500 to $286,527			

Conversion Notes:

1. The initial Franchise Fee are discussed in detail in Item 5. These fees can be paid in full at the time indicated. In order to be eligible to sign the Franchise Agreement, you must provide us with reasonable proof of your financial ability to make the initial investment described above and you must authorize us to conduct a credit check to confirm your financial ability to purchase and develop the franchise.
2. Branding Changeover. Each conversion participant will need to convert to the then current Sir Speedy signage, color scheme and branding. Much of this can be produced “in-house” but front of building signage can range from $5000 - $25,000.
3. The leased equipment consists of two digital production devices, one color and one black and white, and a large-format printer. We recommend that production equipment be leased and an estimated monthly lease payment for all machines combined is approximately $2,500 to $5,000 for 48 months, and are leased directly from the Vendor.
4. You will also need operating 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. Sir Speedy estimates that the amount given will be sufficient to cover ongoing expenses for up to a 6-month start-up phase. This is only an estimate, however, additional working capital may be necessary during this start-up phase, and after, if the business that has converted was operating at a loss. Sir Speedy relied on its more than 50 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.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must obtain substantially all of the supplies, equipment, computers, hardware and software, fixtures, signs and inventory ("equipment") for the operation of your Sir Speedy Center from Sir Speedy pre-approved or designed suppliers, or your purchase of these items must conform to Sir Speedy's standards and specifications. Exhibit A to the Franchise Agreement lists the required equipment for a Sir Speedy Center and specifies by name equipment determined to be most efficient for the uses anticipated based on function, capacity and quality. Sir Speedy may change the equipment list without notice and you may obtain equipment comparable to the equipment list, if approved by Sir Speedy.

Approval for 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. Neither Sir Speedy nor any affiliates are the only approved suppliers of required equipment. An approved supplier may be revoked in the future, should future testing reveal unacceptable results.

More detailed standards and specifications for some of the equipment are described in the various Brand Standards and Operations Manual which govern all matters requiring standardization and uniformity in the Sir Speedy franchise network. These specifications include minimum standards for function, quality, durability, desirability, performance, warranty, design or appearance. We may modify our specifications or add new specifications in writing. You may purchase the equipment from Sir Speedy or from any supplier who has been pre-approved by Sir Speedy or whose product, service or equipment meets our standards and specifications.

There are no suppliers in which any of our officers own an interest, or persons affiliated with Sir Speedy, Inc.

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 23% to 27% of the cost to establish the Sir Speedy Center, and approximately 10% to 15% of the cost to operate the Sir Speedy center. (Additional equipment purchased from required working capital during the first 12 months must be approved by Sir Speedy).

Sir Speedy will sell equipment to you at our cost with no mark up. In the year ended December 31, 2023, Sir Speedy's gross revenues from the sale of equipment (all required purchases) to Sir Speedy Franchisees was $0. Affiliates do not derive revenue from required purchases.

Several of Sir Speedy's suppliers provide Sir Speedy "credits" for each transaction consummated with you. The credits amount to 1% to 2% 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. There is no required supplier in which a Sir Speedy officer owns an interest.

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

There are no equipment purchasing distribution cooperatives. Sir Speedy may negotiate purchase agreements with suppliers, including price terms for the benefit of franchisees.

The Franchisee must maintain and keep in force for the mutual benefit of Franchisor and Franchisee all forms of necessary business insurance including general public liability insurance limits of not less than $1,000,000 per occurrence, and $100,000 property damage, and glass insurance if required by the lease of the premises. All such policies shall name Franchisor as an additional named insured covering public liability. Franchisee shall cause to be furnished to Franchisor a certificate of insurance on the subject policies and endorsements. Franchisee will promptly pay all premiums on those policies as and when they become due and payable. Franchisee will cause insurer to include Franchisor as a party to be noticed concerning cancellation, expiration, or renewal of all such policies. Franchisee shall assume sole and entire responsibility and indemnify and save harmless Franchisor for any and all claims, liability, responsibility and damage, or any costs or expenses by reason of any loss of life or injury or claimed injuries to person or property that may be sustained in connection with the operation of Franchisee's business. (Section 4(s) of the Sir Speedy Franchise Agreement).

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

Obligation		Section in Franchise Agreement	Item in Disclosure Document
a.	Site selection & acquisition/lease	Section 4b	Item 11
b.	Pre-opening purchases/leases	Section 2b	Item 8
c.	Site development & other pre- opening requirements	Section 3	Item 11
d.	Initial & ongoing training	Sections 4c & 4y	Item 11
e.	Opening	Section 4x	Item 11
f.	Fees	Section 2	Items 5 & 6
g.	Compliance with standards & policies/Brand Standards and Operations Manual	Section 4	Item 11
h.	Trademarks & proprietary information	Sections 1c, 4a & 9c	Items 13 & 14
i.	Restrictions on products/services offered	Sections 1d, 4g, 4h, 4i,	Item 16
j.	Warranty & customer service requirements	Not Applicable	Not Applicable
k.	Territorial development & sales quotas	Section 4l	Not Applicable
l.	Ongoing product/service purchases	Not Applicable	Not Applicable
m.	Maintenance, appearance & remodeling requirements	Sections 4c, 4o, 4p, 4w & 4x	Item 11
n.	Insurance	Section 4s	Item 7
o.	Advertising	Sections 2d, 2e, 4l, 4n & 4v	Items 6 & 11
p.	Indemnification	Section 4s	Not Applicable
q.	Owner's participation/ management/staffing	Sections 4c, 4e & 4f	Items 11 & 15
r.	Records/reports	Sections 4m & 4q	Not Applicable
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	Not Applicable	Not Applicable

ITEM 10

FINANCING

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

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, the Franchisor is not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your Center, 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, business mix, traffic flow, development or redevelopment in the area, business types, business climate, competition, location of suppliers and other Sir Speedy Centers (Franchise Agreement, Section 3a and 3b);

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. Provide you with initial and on-site training for 2 people (details below). There is no additional required training courses or costs. (Franchise Agreement, Sections 3h, 3i, 3j and 3l);

6. Deliver to you all supplies, inventory, and proprietary items (Franchise Agreement, Sections 3d and 3g); and

7. 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;

8. Provide you with opening promotional marketing programs and items (Franchise Agreement, Section 3k); and

9. Loan you a copy of Sir Speedy's confidential Brand Standards and Operations Manual and Training Manuals (Franchise Agreement Section 3m).

These manuals currently include:

- Operations and Production Management ;
- Financial Management Guide;
- Professional Employee Management;
- How to Hire, Train and Manage a Salesperson Manual;
- 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."

Initial and On-Site Training

All franchise owners who will be responsible for full-time management of the business are required to attend the initial training, which must be successfully completed to our satisfaction prior to opening, or taking over ownership of the business. The Initial Training Programs are offered twice annually; additional programs will be scheduled as required.

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. This mandatory, comprehensive University currently begins with an orientation on a Sunday and lasts 6 days. It is required that Franchisee's attend Print Management University within 90 days after the signing of the Franchise Agreement. Total University instructional time currently runs for 44 hours. The objective of our University is to thoroughly train you in our four operating systems: production management, marketing and sales management, business and financial management, and employee management. You leave the University with a customized business plan to implement and follow during the first year of operation.

The University instructional materials and methods include pre-attendance study, 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 University, including round trip transportation, lodging (one room, double occupancy), and some food (continental breakfast and lunch is provided every day of classroom training). Our University sessions are currently held several times a year.

After University you will receive an additional 11 days of on-site training at your Sir Speedy Center where we will assist you in the setup and opening of your Center, provide on-site digital production training, and provide hands-on training with outside sales.

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Hours of instruction per operating system are as follows:

TRAINING PROGRAM

OPERATING SYSTEM	HOURS OF CLASSROOM TRAINING	HOURS OF ON SITE JOB TRAINING	LOCATION
PRODUCTION MANAGEMENT	9.5 Hours	48 Hours	26722 Plaza, Mission Viejo, CA 92691 - And - On-Site Training: At your Sir Speedy Center
MARKETING AND SALES MANAGEMENT	10.5 Hours	48 Hours	
BUSINESS MANAGEMENT	13 Hours		
FINANCIAL MANAGEMENT	5.5 hours		
EMPLOYEE MANAGEMENT AND WORKPLACE SAFETY	5.5 Hours		
ON-SITE SET UP/OPENING/TRAINING		120 Hours	

Sean Loranger has been our Corporate Franchise Operations and Training Manager, teaching many of the classes since September 2007, and has served since June 2006 as our Business Development Consultant, advising franchisees on all aspects of operation and sales management, both in the field and at the corporate office. All franchise owners who will be responsible for full-time management of the Center are required to attend this initial training and must successfully complete the program to our satisfaction prior to opening or taking over ownership of the center. The minimum experience of the instructors in the field that is relevant to the subject taught is from 14 to 28 years.

You may bring additional people to the University Training (over the 2 initial attendees) at your expense. The additional University Training fee is $2,000 per person. The additional trainees will be responsible for transportation, lodging, and miscellaneous expenses. The additional training fee must be paid prior to attending Print Management University.

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 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 3j);
3. Assist you in establishing a telemarketing program to follow up the direct mailings and set up appointments (Franchise Agreement, Section 3j.);
4. Provide you with promotional materials to distribute to your targeted customers (Franchise Agreement, Section 3j);
5. Provide you with an experienced digital training pricing and production consultant who will spend 3 days on site, training you and your staff (Franchise Agreement, Section 3k);
6. Provide you with an experienced sales trainer who will spend 3 days with you on sales calls (Franchise Agreement, Section 3l);
7. Provide you with updates of Sir Speedy's Confidential Brand Standards and Operations Manual and Training Manuals (Franchise Agreement, Section 3m); and

8. Provide you with the current available resources that 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;[1]
- On-going communication;
- Live webinar training ;
- On-line university of recorded webinars;
- Advice and information about new developments in the printing, copying, and graphic arts industry;
- Marketing and Advertising materials described below;
- Access to our proprietary intranet: The Business Management Support System ("BMSS"), including all training and industry information; and
- Access to our SirSpeedy.com website, which includes Sir Speedy MyDocs® web-to-print online ordering, online proofing, send-a-file, 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 3n).

There are no mandatory, additional training programs or refresher courses.

9. Provide you the opportunity to attend certain seminars. 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).

Marketing Materials and Advertising Programs

Marketing is a major emphasis of the Sir Speedy System. Sir Speedy creates an elaborate set of marketing programs and resources at <u>no additional cost to you</u> for your local marketing use. These currently include resources such as business identity, brochures, direct mailers and postcards, email templates, box/statement stuffers, in-center and exterior graphics, on-hold messages, videos, calendars, whitepapers, tip sheets, case studies and newsletters. The marketing program include local listings and automated marketing. In addition, we have marketing resources on products/services such as:

- Signs
- Direct Mail and Mailing Services
- Automated Marketing Program (AMP)
- Online Ordering Portals
- Integrated Direct Marketing
- Promotional Products
- Data Services
- Tradeshow and Event Marketing
- Labels and Packaging
- Video Marketing

There are a number of additional marketing items for a nominal charge, including:

- Lead Generation Program
- Paid Search Marketing Program
- Presentation Folders
- Delivery Boxes
- Interior Décor Packages

These products and services may be modified, deleted, or enhanced at any time.

Sir Speedy 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 assigned a URL and given a website that can be customized and personalized by you. The individual website includes ecommerce functionality, web-to-print online ordering functionality, and request-a-quote/send-a-file functionality. This service may be modified, deleted, or enhanced at any time. Additionally, the current online system allows for individualized online ordering catalogs 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 has a Network Advertising Program to promote the Sir Speedy brand on a national basis, through a direct mail program, special promotions, and various other marketing materials and advertising channels. The Network Advertising Program is not directed to any particular local area.

As added support, Sir Speedy manages a national public relations campaign, along with customizable materials and information for local public relations functions that include news press release distribution services. Franchisees may also elect to participate in the Automated Marketing Program that is funded by the Network Advertising Program. This program is designed to build brand awareness and nurture leads based on a direct mail and e-mail list provided and maintained by the franchisee. Program results are not guaranteed. Mailing cut-off dates vary. This service may be modified, deleted, or enhanced at any time.

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. The Ad Fund does not otherwise benefit Sir Speedy or any affiliate. 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 network advertising programs and reserves the right to allocate no more than 15% of the Ad Fund revenue for general administrative expenses. The Ad Fund expenditures in 2023 were allocated as follows: 35% lead nurturing, 30% media, creative and production, 12% content marketing, 8% website, 8% online ordering portals, 6% search & display, and 1% other (such as research and public relations). 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 websites, except for that portion of the website with information on selling franchises, which is paid for separately by Sir Speedy.

An independent certified public accounting firm audits the Ad Fund annually. Sir Speedy will provide to you, annually, the audited financial statements.

Sir Speedy has an Owners' Marketing Advisory Council (OMAC) currently made up of 6 Franchisees who have been appointed by Sir Speedy to serve. Sir Speedy consults with OMAC up to 4 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 joint local advertising. If an ACA is in existence or later formed in your geographic area, you and all other franchisees in that geographic area must join the ACA. Geographic areas are determined by the Dominate Market Area ("DMA") as defined by the radio and television industries. The dues you will contribute is determined by the ACA and are usually between $50 to $400 a month. Sir Speedy will not be a member, but will act in an advisory capacity. Any franchisor-owned Sir Speedy Center in the same geographic area will be a member of the ACA. 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, but these are not required by Sir Speedy for an ACA formation. Sir Speedy will recognize an ACA upon a majority of signatures of Franchisees in the geographic 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. You may obtain information concerning dues, advertising benefits, and any governing documents from the ACA.

You may develop advertising materials for your own use, at your own cost, but materials must be approved by 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).

Sir Speedy currently recommends Printer's Plan software. 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. Sir Speedy has no affiliation with PagePath and receives no direct or indirect payments (other than volume discounts for its Franchisees) for utilizing Printers Plan in its equipment package.

The Sir Speedy selected hardware is a personal computer and a laser printer; Printer's Plan 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. The total computer software and hardware items cost ranges from approximately $26,000 to $30,000.

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; the annual cost of any optional maintenance, upgrades of equipment or support contracts, is between $500 and $1,000.

You must provide electronic file transfer capabilities for your customers through the website, www.sirspeedy.com. You must also be connected to BMSS and have high-speed internet access which can be 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 within 90 days of signing the franchise agreement due to your own lack of diligence, we may terminate the franchise agreement.

ITEM 12

TERRITORY

We will not grant you an exclusive territory, however, we will grant 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 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 territory. There are no circumstances that permit Sir Speedy to modify your territory without your consent.

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 may consider granting you the right to establish additional Sir Speedy Franchises in your territory or outside your territory upon written application and approval by Sir Speedy, and provided you are in compliance with the Franchise Agreement. The franchise agreement grants you no options, rights of first refusal or similar rights to acquire additional franchises within the Territory or contiguous territories.

There are no restrictions on you advertising, soliciting or accepting orders from customers outside your territory, including inside another Sir Speedy Franchisee’s territory, and other Sir Speedy owners may have and solicit customers in your territory. You have the right to use other channels of distribution, such as the Internet, telemarketing, or other direct marketing to make sales outside your territory.

We may not grant an exclusive territory in dense metropolitan areas and we may grant Franchises in numerous locations in these areas beyond an address only. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we may own, or from other channels of distribution or competitive brands that we control. 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.

We and our affiliates reserve the right to directly or indirectly market and/or sell, and the right to use alternative distribution, including the Internet, within or outside of your Territory, products and/or services that are not sold through Sir Speedy businesses, whether or not they use the Marks, without compensation to you. We have no present intention to market or sell Sir Speedy products or services, which are offered at your Sir Speedy business, inside your territory, but we reserve the right to do so through alternative means of distribution, including the Internet, in the future, or through future company owned Sir Speedy businesses located outside your Territory.

Sir Speedy's affiliates, PIP and Signal Graphics, may have or may establish PIP or Signal Graphics centers in your territory, and Sir Speedy may have or may establish Sir Speedy centers in a PIP or Signal Graphics franchisee's territory. Sir Speedy or an affiliate may establish or acquire other printing/copying or related services companies in the future, which may have, or open, printing/copying or related services center in your territory. Sir Speedy, PIP, and Signal Graphics centers offer similar services and may compete for the same customers without regard to territory.

Should conflicts arise between franchisees of the different brands, we will diligently work with the franchisees to find amicable resolutions. We will facilitate the discussion and conversation processes so that the franchisees can resolve the conflicts themselves, however, we have no contractual obligations to arbitrate, mitigate or intercede.

ITEM 13
TRADEMARKS

You are licensed to operate and identify the Sir Speedy franchise center under the principal trademark "Sir Speedy®" and the logotype displayed on the cover of this disclosure document and other current or future trademarks. We have the following domestic and international registered Trademarks:

DOMESTIC TRADEMARKS

Description of Mark	Principal or Supplemental Register of the United States Patent and Trademark Office	Registration Number	Registration Date
DIGITAL QUICKCOLOR	Principal (Class 35, 42)	3016489	11-22-05 Renewed 10-14-15
DOCUGRAPHICS	Principal (Class 35)	1861448	11-01-94 Renewed 10-21-14
DOCUGRAPHICS	Principal (Class 35)	2478964	08-21-01 Renewed 12-12-20
Marketing Tango The Rhythm of Integrated Marketing marketingtango THE RHYTHM OF INTEGRATED MARKETING	Principal (Class 35)	4338014	05-21-13 Renewed 03-02-23
More ways to grow your business	Principal (Class 35)	3882972	11-30-10 Renewed 04-29-20
Summit Marketing Communications	Principal (Class 35)	1759233	03-16-93 Renewed 09-09-22
QuickDocs	Principal (Class 35)	2736191	07-15-03 Renewed 06-03-13

Description of Mark	Principal or Supplemental Register of the United States Patent and Trademark Office	Registration Number	Registration Date
Running Man Figure	Principal (Class 35)	947389	11-14-72 Renewed 07-08-22
SIR SPEEDY	Principal (Class 35)	916485	07-13-71 Renewed 09-05-20
SIR SPEEDY	Principal (Class 42)	1666174	11-26-91 Renewed 03-06-21
Sir Speedy & Brushstroke Design	Principal (Class 35, 42)	1943813	12-26-95 Renewed 10-22-15
Sir Speedy Printing and Marketing Services	Principal (Class 35, 40)	3546364	12-16-08 Renewed 02-12-18
Sir Speedy Printing Copying Digital Network	Principal (Class 35, 40)	3585828	03-10-09 Renewed 04-28-18
SIR SPEEDY MYDOCS	Principal (Class 35, 42)	2570896	05-21-02 Renewed 01-28-22
Sir Speedy PRINT SIGNS MARKETING	Principal (Class 35, 40)	4907362	03-01-16 Renewed 07-14-21
	Principal (Class 35)	7257970	01/02/2024
Sir Speedy SIGNS PRINT MARKETING	Principal (Class 35)	7222096	11/21/2023

INTERNATIONAL TRADEMARKS

TRADE NAMES/LOGO/SERVICE MARK	CLASS	REGISTRATION NO.	REGISTRATION DATE
Aruba ("Sir Speedy")	35, 40, 42	19336	07-06-98 Renewed June 2018
Bahrain ("Sir Speedy")	40	SM43634	02-23-05
Canada ("Sir Speedy Brushstroke Design")	35, 38, 40, 41, 42	TMA513,232	07-26-99
Canada ("Sir Speedy")	35, 37, 38, 40, 42	TMA263,582	10-23-96 Renewed
China	42	773965	12-14-04 Renewed
China	35	778067	02-21-05 Renewed
Great Britain ("Sir Speedy")	35, 40	1282983	10-1-07 Renewed
Guatemala ("Sir Speedy")	35	88,920	8/02/07 Renewed
Guatemala ("Sir Speedy")	42	88,924	12/4/06 Renewed
India	35, 42	1562917	05/28/07
India ("Sir Speedy")	16	576486	07/16/92 Renewed
Japan ("Sir Speedy")	35	3004297	09-30-04 Renewed
Japan ("Sir Speedy")	42	3146908	12-13-05
Puerto Rico ("Sir Speedy')	35	35,138	03-26-04
Puerto Rico ("Sir Speedy")	40	35,139	08/25/04
Qatar ("Sir Speedy")	40	App. No. 34826	Filed 02-03-05
Taiwan ("Sir Speedy")	9	46,286	07-16-00 renewed
United Arab Emirates ("Sir Speedy")	35	16252	07-15-97
United Kingdom ("Sir Speedy")	35, 40	1282983	10-01-86

There are presently no currently effective determinations of the United States Patent and Trademark Office ("USPTO"), the Trademark Trial and Appeal Board, or any state of provincial trademark administrator or court, nor any pending infringement, opposition or cancellation proceedings, involving our trademarks. All required renewal applications and affidavits have been filed.

There are no agreements that limit Sir Speedy's right to use or license the use of Sir Speedy's trademarks. Sir Speedy must protect your right to use Sir Speedy's trademarks and must protect you against claims of infringement or unfair competition arising out of your use of them. Sir Speedy does not know of any superior prior rights or infringing uses that could materially affect your use of Sir Speedy's trademarks. You cannot use our name or service marks as part of your corporate name. You must modify or discontinue the use of a trademark and/or service mark if Sir Speedy modifies or discontinues it. You must report to Sir Speedy any suspected infringement, and Sir Speedy will make final determination of what action, if any, Sir Speedy will take.

Sir Speedy is not required to compensate you should Sir Speedy exercise its right to modify or discontinue the use of any trademark.

You must cooperate in the participation of the proceeding if needed, at Sir Speedy's expense. If you are named in a proceeding for which you are properly utilizing the licensed marks, Sir Speedy will defend you if you have immediately notified us of the fact. Sir Speedy will maintain control over such proceeding and indemnify you for any damages or expenses.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Sir Speedy owns a Copyright Registration Number TX4-592-625 dated July 22, 1997 on its publication “How to Hire, Train & Manage a Salesperson” (including Salesperson Training Manual). Sir Speedy does not own any other patents or registered copyrights. Sir Speedy’s operations manuals and marketing materials are confidential and proprietary, and may only be used in authorized manners. Although not registered, Sir Speedy claims a copyright in these materials. You do not receive any rights in any proprietary or copyrighted materials.

Sir Speedy has no obligation to protect any patent, patent application or copyright. Sir Speedy has no obligation to defend the franchisee arising out of the use of patented or copyrighted items.

The Franchisee has no rights, including compensation should Sir Speedy require the franchisee to modify or discontinue using the subject matter covered by the patent(s) or copyright(s).

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must directly supervise and participate in the day-to-day operations of the Sir Speedy Center If you hire a manager, then the manager must sign a written agreement to maintain confidentiality. The applicant and their spouse are required to sign the personal guaranty. The signature of any partner with a 50% ownership is also required on the Franchise Agreement and personal guarantee. There is no limitation on who you may hire for a manager, except you cannot hire a person who concurrently works for or owns a similar business. The manager need not have an equity interest in the Franchise. Caution: Sir Speedy Centers that are not directly managed and operated by you will require a greater marketing effort to achieve profitability since expenses tend to be higher than in owner-managed and operated Sir Speedy Centers.

Sir Speedy strongly recommends an owner managed and operated involvement.

We will not approve the sale of a Sir Speedy Center to an Employee Stock Ownership Plan (“ESOP”).

ITEM 16

RESTRICTIONS ON WHAT FRANCHISEE MAY SELL

You must offer and sell only those goods and services that Sir Speedy has approved. Sir Speedy has the right to change the types of approved services consistent with business technologies. You may not conduct any business other than that of the Sir Speedy Center at the franchised location, except upon Sir Speedy’s written authorization. There are no restrictions on the customers you may serve.

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ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

THE FRANCHISE RELATIONSHIP

Provision		Section in Agreement	Summary
a.	Length of the Franchise Term	Section 6	Term is 20 years.
b.	Renewal or extension of the term.	Section 6b	If you are in good standing, you can renew for an additional 20-year term.
c.	Requirements for you to renew or extend.	Section 6b	Renew means to remain doing business as a Sir Speedy center under a franchise agreement. Give 6 months advance prior written notice of intent. Sign new agreement which may contain materially different terms and conditions, refurbish if necessary. There is no renewal fee.
d.	Termination by you.	Section 7a(iii)	The provision(s) regarding termination by you are subject to state law.
e.	Termination by Sir Speedy without cause.	None	Not Applicable.
f.	Termination by Sir Speedy with cause.	Sections 7a(i)* (ii)	Sir Speedy can terminate only if you default.
g.	"Cause" defined - defaults which can be cured.	Section 7a(ii)	You have 20 days to cure non-payment of fees, 60 days to cure other defaults.
h.	"Cause" defined – defaults which cannot be cured.	Section 7a(i)	Non-curable defaults: conviction of felony, repeated defaults even if cured, abandonment, trademark misuse, unapproved transfer.
i.	Your obligations on termination/non-renewal.	Sections 7b, 7c, and 7d	Obligations include complete de-identification and payment of amounts due; cannot operate a competing business (also see r. below).
j.	Assignment of contract by Sir Speedy.	Section 9h	No restriction on Sir Speedy's right to assign.
k.	"Transfer" by you – definition.	Section 8	Includes transfer of Franchise or assets or ownership change; approved by Franchisor.
l.	Sir Speedy's approval of transfer by you.	Section 8	Sir Speedy has the right to approve all transfers, but will not unreasonably withhold approval. Sir Speedy may require, in its sole discretion, as a condition of our approval of any transfer that the transferee demonstrate to our satisfaction that it meets our managerial and business standards, possesses a good moral character and business experience, and has adequate financial resources and capital.
m.	Conditions for Sir Speedy's approval of transfer.	Section 8	New Franchisee qualifies, transfer fee paid, any debts by you to Sir Speedy paid, purchase agreement approved, training arranged, release signed by you and current agreement signed by new Franchisee.
n.	Sir Speedy's right of first refusal to acquire your business.	Section 8b	Sir Speedy can match any offer for your business.

	Provision	Section in Agreement	Summary
o.	Sir Speedy's option to purchase your business	Section 8b(i)	If Franchisee receives a bona fide written offer from a third person to purchase your Center, Sir Speedy has the option, exercisable within 30 days, to match said offer to purchase the Sir Speedy Center, including any location lease, on the same terms and conditions as offered by said third party. If any such third person is of good character, reputation and financial condition, then your Sir Speedy Center may be transferred to such person.
p.	Your death or disability.	Section 8b(ii)	Estate supersedes to you.
q.	Non-competition covenants after the franchise is terminated.	Section 7c & 7a(3)	No competing business for 2 years within 5 miles of Center or of another Sir Speedy Franchise (including after transfer) if terminated by Sir Speedy or 100 miles for 2 years if terminated by you.
r.	Non-competition covenants during term of franchise.	Section 4i	No involvement in competing business within 100 miles of Center.
s.	Modification of the agreement.	Section 9l	No modifications generally, but Operating Manual subject to change.
t.	Integration/merger clause.	Section 9l	Only the terms of the Franchise Agreement are binding (subject to applicable state law). Any representations or promises outside the disclosure document and Franchise Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation.	Section 9e	Except for certain claims, all disputes must be arbitrated in Orange County, California. [1]
v.	Choice of forum.	Section 9m	Litigation (or required arbitration) must be in California (subject to applicable state law). [1]
w.	Choice of law.	Section 9m	California law applies except for Section 7(c) the law of the state the franchised business is in will govern that provision (subject to applicable state law). [1]

Notes:

1. See the state addenda to the Franchise Agreement and disclosure document for special state disclosures.

* Relative to the provision for termination upon Bankruptcy, this provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C. § 101, et seq.).

ITEM 18
PUBLIC FIGURES

Sir Speedy does not use any public figure to promote its franchise.

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ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances. Sir Speedy Center, as referenced in this Item 19, means a Sir Speedy franchised outlet.

The following chart contains historical performance information for the fiscal year 2023 for the 132 Sir Speedy Centers operating under effective Franchise Agreements that were open for 12 months or longer as of December 31, 2023 and reported their financial results*.

2023 Financial Information for the Franchised Sir Speedy Centers That Were Open for 12 months or Longer as of December 31, 2023

Sir Speedy Opened and Operating Centers	Total Annual Gross Sales Volume (Average)	Total Median Gross Sales Volume	Total Annual Highest Gross Sales	Total Annual Lowest Gross Sales
31 years or more (93 Centers)	$1,265,736	$674,879	$14,372,721	$35,056
21 to 30 years (21 Centers)	$1,025,986	$750,645	$2,763,656	$218,197
10 to 20 years (3 Centers)	$1,001,766	$1,147,459	$1,350,592	$507,248
1 to 9 years (3 Centers)	$556,244	$486,034	$1,059,417	$123,281
All Outlets Open Over 1 year (120 Centers)	$1,199,443	$720,124	$14,372,721	$35,056
Number that Met or Exceeded Average	32 Centers	-	-	-
Percentage that Met or Exceeded Average	27% of all Centers	-	-	-

* Reported as of February 26, 2024. The average in this report represents approximately 95% of the reported domestic Sir Speedy Centers, in business for more than 1 year as of December 31, 2023. The total Sir Speedy Centers in the United States, as of December 31, 2023, was 126. There were 6 Centers not included and were either in business less than 1 full year, non-domestic Centers, or Sir Speedy Centers that did not report at least 100% of their 2023 sales as of February 26, 2024. As of February 26, 2024, the total Sir Speedy Centers is 132.

The last two rows showing the number and percentage of outlets that met or exceeded the average is based on the row showing outlets open "Over 1 year".

Some locations have sold or earned this amount. Your individual results may differ. There is no assurance that you will sell or earn as much.

The financial performance representations figures in the tables above do not reflect the costs or sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees, listed in the disclosure document may be one source of this information.

We will make written substantiation of the data used to prepare the information above available to you upon reasonable request.

Other than the preceding financial performance representation, Sir Speedy, Inc. does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Thomas Muller, 26722 Plaza, Mission Viejo, California 92691, (949) 348-5000, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

Outlets and Franchisee Information
Table No. 1
System-wide Outlet Summary
For Years 2021, 2022 and 2023

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2021	153	141	- 12
	2022	141	134	- 7
	2023	134	132	- 2
Company-Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlets *	2021	153	141	- 12
	2022	141	134	- 7
	2023	134	132	- 2

There are no franchisees that have signed Franchise Agreements that are not yet operational, or who were terminated before they became operational.

Table No. 2
Transfers of Outlets From Franchisees to New Owners
(Other than the Franchisor)
For Years 2021, 2022 and 2023

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Arizona	2021	1
	2022	0
	2023	0
California	2021	0
	2022	1
	2023	0
Connecticut	2021	0
	2022	0
	2023	0
Florida	2021	0
	2022	0
	2023	1
Illinois	2021	0
	2022	0
	2023	1
North Carolina	2021	0
	2022	2
	2023	0
Pennsylvania	2021	0
	2022	0
	2023	0
Rhode Island	2021	0
	2022	1
	2023	0
Tennessee	2021	0
	2022	0
	2023	1
Texas	2021	1
	2022	1
	2023	0
Virginia	2021	2
	2022	2
	2023	0
Washington	2021	1
	2022	0
	2023	0
Wisconsin	2021	0
	2022	0
	2023	1
Total	**2021**	**5**
	2022	**7**
	2023	**4**

Table No. 3
Status of Franchised Outlets
For Years 2021, 2022 and 2023

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations Other Reasons	Col. 9 Outlets at End of the Year
Arizona	2021	4	0	0	0	0	0	**4**
	2022	4	0	0	0	0	0	**4**
	2023	4	0	0	0	0	0	**4**
Arkansas	2021	2	0	1	0	0	0	**1**
	2022	1	0	0	0	0	0	**1**
	2023	1	0	0	0	0	0	**1**
California	2021	16	0	0	0	0	0	**16**
	2022	16	0	0	0	0	1	**15**
	2023	15	0	0	0	0	0	**15**
Colorado	2021	3	0	0	0	0	0	**3**
	2022	3	0	0	1	0	0	**2**
	2023	2	0	0	0	0	0	**2**
Connecticut	2021	2	0	0	0	0	0	**2**
	2022	2	0	0	1	0	0	**1**
	2023	1	0	0	0	0	0	**1**
Delaware	2021	2	0	0	0	0	0	**2**
	2022	2	0	0	0	0	1	**1**
	2023	1	0	0	0	0	0	**1**
Dist. of Columbia	2021	2	0	0	0	0	1	**1**
	2022	1	0	0	0	0	0	**1**
	2023	1	0	0	0	0	0	**1**
Florida	2021	22	0	0	0	0	2	**20**
	2022	20	1	0	0	0	1	**20**
	2023	20	0	0	0	0	0	**20**
Georgia	2021	1	0	0	0	0	0	**1**
	2022	1	0	0	0	0	0	**1**
	2023	1	0	0	0	0	0	**1**
Illinois	2021	7	0	0	0	0	1	**6**
	2022	6	0	0	0	0	1	**5**
	2023	5	0	0	0	0	0	**5**
Kansas	2021	2	0	0	0	0	0	**2**
	2022	2	0	0	0	0	0	**2**
	2023	2	0	0	0	0	0	**2**
Louisiana	2021	3	0	0	0	0	0	**3**
	2022	3	0	0	0	0	0	**3**
	2023	3	0	0	0	0	0	**3**
Maryland	2021	5	0	0	0	0	1	**4**
	2022	4	0	0	0	0	0	**4**
	2023	4	0	0	0	0	0	**4**
Massachusetts	2021	5	0	0	0	0	0	**5**
	2022	5	0	0	0	0	0	**5**
	2023	5	0	1	0	0	0	**4**

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations Other Reasons	Col. 9 Outlets at End of the Year
Michigan	2021	7	0	0	0	0	1	**6**
	2022	6	0	0	0	0	0	**6**
	2023	6	0	0	0	0	0	**6**
Minnesota	2021	3	0	0	0	0	0	**3**
	2022	3	0	0	0	0	0	**3**
	2023	3	0	0	1	0	0	**2**
Mississippi	2021	1	0	0	0	0	0	**1**
	2022	1	0	0	0	0	0	**1**
	2023	1	0	0	0	0	0	**1**
Missouri	2021	1	0	0	0	0	0	**1**
	2022	1	0	0	0	0	0	**1**
	2023	1	0	0	0	0	0	**1**
New Hampshire	2021	1	0	0	0	0	0	**1**
	2022	1	0	0	0	0	0	**1**
	2023	1	0	0	0	0	0	**1**
New Jersey	2021	6	0	0	0	0	0	**6**
	2022	6	0	0	0	0	1	**5**
	2023	5	0	0	0	0	0	**5**
New York	2021	7	0	0	0	0	0	**7**
	2022	7	0	0	0	0	0	**7**
	2023	7	0	0	0	0	0	**7**
North Carolina	2021	10	0	0	0	0	1	**9**
	2022	9	0	0	0	0	1	**8**
	2023	8	0	0	1	0	0	**7**
North Dakota	2021	1	0	0	0	0	0	**1**
	2022	1	0	0	0	0	0	**1**
	2023	1	0	0	0	0	0	**1**
Pennsylvania	2021	8	0	0	0	0	2	**6**
	2022	6	0	0	0	0	0	**6**
	2023	6	1	0	0	0	0	**7**
Puerto Rico	2021	1	0	0	0	0	0	**1**
	2022	1	0	0	0	0	0	**1**
	2023	1	0	0	0	0	0	**1**
Rhode Island	2021	2	0	0	0	0	0	**2**
	2022	2	0	0	0	0	0	**2**
	2023	2	0	0	0	0	0	**2**
Tennessee	2021	2	0	0	0	0	0	**2**
	2022	2	0	0	0	0	0	**2**
	2023	2	0	0	0	0	0	**2**
Texas	2021	10	0	0	1	0	0	**9**
	2022	9	0	0	0	0	0	**9**
	2023	9	0	0	0	0	0	**9**
Virginia	2021	6	0	0	0	0	0	**6**
	2022	6	0	0	0	0	0	**6**
	2023	6	0	0	0	0	0	**6**

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations Other Reasons	Col. 9 Outlets at End of the Year
Washington	2021	2	0	0	0	0	0	**2**
	2022	2	0	0	0	0	0	**2**
	2023	2	0	0	0	0	0	**2**
West Virginia	2021	1	0	0	0	0	0	**1**
	2022	1	0	0	0	0	0	**1**
	2023	1	0	0	0	0	0	**1**
Wisconsin	2021	1	0	0	0	0	0	**1**
	2022	1	0	0	0	0	0	**1**
	2023	1	0	0	0	0	0	**1**
Wyoming	2021	1	0	0	0	0	0	**1**
	2022	1	0	0	0	0	0	**1**
	2023	1	0	0	0	0	0	**1**
U.S. Total	2021	**145**	**0**	**1**	**2**	**0**	**8**	**134**
	2022	**134**	**1**	**0**	**1**	**0**	**5**	**129**
	2023	**129**	**1**	**1**	**2**	**0**	**0**	**127**
International Brazil	2021	2	0	0	0	0	0	**2**
	2022	2	0	2	0	0	0	**0**
	2023	0	0	0	0	0	0	**0**
Canada	2021	1	0	0	0	0	0	**1**
	2022	1	0	0	0	0	0	**1**
	2023	1	0	0	0	0	0	**1**
Guatemala	2021	1	0	0	1	0	0	**0**
	2022	0	0	0	0	0	0	**0**
	2023	0	0	0	0	0	0	**0**
India	2021	2	0	0	0	0	0	**2**
	2022	2	0	0	0	0	0	**2**
	2023	2	0	0	0	0	0	**2**
Taiwan (ROC)	2021	2	0	0	0	0	0	**2**
	2022	2	0	0	0	0	0	**2**
	2023	2	0	0	0	0	0	**2**
U.A.E.	2021	1	0	1	0	0	0	**0**
	2022	0	0	0	0	0	0	**0**
	2023	0	0	0	0	0	0	**0**
Int'l Total	**2021**	**8**	**0**	**1**	**0**	**0**	**0**	**7**
	2022	**7**	**0**	**2**	**0**	**0**	**0**	**5**
	2023	**5**	**0**	**0**	**0**	**0**	**0**	**5**
Total System-wide	2021	**153**	**0**	**2**	**2**	**0**	**8**	**141**
	2022	**141**	**1**	**2**	**1**	**0**	**5**	**134**
	2023	**134**	**1**	**1**	**2**	**0**	**0**	**132**

* All numbers are as of December 31 for each year. Totals include all domestic and international Centers operating under the name "Sir Speedy."

Table No. 4
Status of Company-Owned Outlets
For Years 2021, 2022 and 2023

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisees	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisees	Col. 8 Outlets at End of Year
TOTALS	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

Table No. 5
Projected Openings for 2023

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened (as of December 2023)	Column 3 Projected New Franchised Outlet In The Next Fiscal Year	Column 4 Projected New Company-Owned Outlet In the Current Fiscal Year
California	0	6	0
USA Total	**0**	**6**	**0**
Canada	0	0	0
India	0	0	0
Taiwan (ROC)	0	0	0
International Total	**0**	**0**	**0**
TOTALS	**0**	**6**	**0**

Franchisee Associations

The Sir Speedy OMAC, referenced in Item 11, is sponsored by us. You can reach the organization at c/o Sir Speedy, Inc., 26722 Plaza, Mission Viejo, California 92691 (949) 348-5000, Attn: President.

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CURRENT FRANCHISE OWNERS
SIR SPEEDY

The following are the names, Center addresses, and telephone numbers of all Franchisees that are open and operating as of December 31, 2023.

Owner Name		Center #	Address	City	State	Zip Code	Telephone
Arizona							
Zach Shaw	Sir Speedy Center	21160	335 East Warner Road, Suite 4	Chandler	AZ	85225	480-963-0073
Marinna & Kurt Lenzie	Sir Speedy Center	21450	5310 W. Glendale Ave.	Glendale	AZ	21450	623-939-0092
Danielle & Colton Rickert	Sir Speedy Center	21430	1961 Commerce Center Circle	Prescott	AZ	86301	928-776-4332
Richard & Suzanne Wasser	Sir Speedy Center	21260	2245 W University Drive #2	Tempe	AZ	85281	480-921-7700
Arkansas							
Michael Bennett	Sir Speedy Center	37020	P.O. Box 26415	Little Rock	AR	72221	501-221-0200
California							
Michael Dunwell	Sir Speedy Center	03100	1161 Calle Suerte, Ste. E	Camarillo	CA	93012	805-484-7999
Alan Razoky	Sir Speedy Center	02890	3517 Main Street, Suite 303	Chula Vista	CA	91910	619-429-7200
Kathy Morgan	Sir Speedy Center	01470	40 Tesla Ste B	Irvine	CA	92618	949-387-6200
James Chu	Sir Speedy Center	03550	701 Pine Ave.,	Long Beach	CA	90813	562-435-2564
Allen & Laurel McLean	Sir Speedy Center	02260	10744 Noel	Los Alamitos	CA	90720	562-493-2551
Elaine Moulos	Sir Speedy Center	03910	16500 Monterey Road	Morgan Hill	CA	95037	408-776-8700
Shane Senevirante	Sir Speedy Center	04110	411 Maple Ave.,	Monrovia	CA	91016	626-303-8800
Patrick Korthuis	Sir Speedy Center	01120	726 Angus Ave. #A	Orange	CA	92868	714-547-5674
Fei Hsu	Sir Speedy Center	02740	8628 Utica Ave #500	Rancho Cucamonga	CA	91730	909-980-9922
Linda & Frederick Mitsch, Daryl Osborne	Sir Speedy Center	03270	151 N Sunrise Ave Ste 703	Roseville	CA	95661	916-783-7734
Yam & Amy Tam	Sir Speedy Center	03120	1701 Fortune Dr. Suite K	San Jose	CA	95131	408-971-0122
Rehana Jiwani	Sir Speedy Center	02450	2632 Santa Monica Blvd	Santa Monica	CA	90404	310-829-3022
Paulina Hoang	Sir Speedy Center	02570	1185 Tasman Drive	Sunnyvale	CA	94089	408-734-0470
Rasheed Obeid	Sir Speedy Center	02330	900 W 223rd Street	Torrance	CA	90502	310-212-6162
George Coriaty	Sir Speedy Center	00510	7240 Greenleaf Ave	Whittier	CA	90602	562-698-7513
Colorado							
Dustin Braeger	Sir Speedy Center	20030	742 Kalamath Street	Denver	CO	80204	303-839-5889
Peter Copeland	Sir Speedy Center	20100	8310 N Washington	Denver	CO	80229	303-289-4747
Connecticut							
Yuri & Elena Katuntsev	Sir Speedy Center	80270	210 Main Street	New Britain	CT	06051	860-826-1798
Delaware							
John Riley	Sir Speedy Center	74000	311 Ruthar Drive	Newark	DE	19711	302-366-0848
District of Columbia							
Michael Klugerman	Sir Speedy Center	74120	2001 “L” St., NW	Washington	DC	20036	202-857-0033
Florida							
Michael Schratt	Sir Speedy Center	50010	1878 Drew Street	Clearwater	FL	33765	727-461-5300
F. Ley, R. Ley	Sir Speedy Center	55610	3150 Ponce de Leon	Coral Gables	FL	33134	305-446-7628
Maria & Mauricio Noguera	Sir Speedy Center	55120	1224 East 4th Avenue	Hialeah	FL	33010	305-888-1547
Robert Hardy	Sir Speedy Center	50180	9440 Phillips Highway #2	Jacksonville	FL	32256	904-353-5259
Julian Robins	Sir Speedy Center	50350	4175 South Pipkin Road, Suite 106	Lakeland	FL	33811	863-647-5500
Anthony Juliano & Joseph Juliano	Sir Speedy Center	50120	6399 N. 142nd Ave. Units 102/128	Clearwater	FL	33762	727-584-7136
Frances Estevez	Sir Speedy Center	50380	131 Applewood Drive	Longwood	FL	32750	407-260-1199
Julio & Martha Bielich	Sir Speedy Center	55020	203B NW 36th Street	Miami	FL	33127	305-573-2416
Richard Moffat	Sir Speedy Center	55200	111 NW 22nd Avenue	Miami	FL	33125	305-285-1401
Lemay Sanchez & Solomon Levy	Sir Speedy Center	55371	6161 Miami Lakes Drive east	Miami Lakes	FL	33014	305-558-0144
Michael & Amy Peters	Sir Speedy Center	50530	1857 Wells Road Ste 1-AB	Orange Park	FL	32073	904-269-5116
Michael & Rita LeVangie / Laurence & Anna Nye	Sir Speedy Center	50270	621 Commonwealth Ave.	Orlando	FL	32803	407-423-2051
Michael & Rita LeVangie / Laurence & Anna Nye	Sir Speedy Center	55680	5401 Kirkman S. Rd.	Orlando	FL	32819	407-826-0271
Michael LeVangie &	Sir Speedy Center	50280	6900 Tavistock Lakes Blvd.,	Orlando	FL	32827	407-423-7556

Laurence Nye			Suite 400				
Shari Hallett	Sir Speedy Center	50370	34084 US Highway 19 N	Palm Harbor	FL	34684	727-785-7616
Eileen Rosenzweig	Sir Speedy Center	50250	3939 South Tamiami Trail	Sarasota	FL	34231	941-922-1563
Ready, Voyles, Kupcik	Sir Speedy Center	50340	1260 Lori Drive	Spring Hill	FL	34606	352-683-8757
Jason Powers	Sir Speedy Center	50440	4001 35th Street North	St. Petersburg	FL	33714	727-823-1162
Steve & Emily Albritton	Sir Speedy Center	50390	5609 E Hillsborough Avenue	Tampa	FL	33610	813-623-5478
Chris Lanni	Sir Speedy Center	55470	919 North Dixie Hwy	West Palm Beach	FL	33401	561-833-9661
Georgia							
John Griffies	Sir Speedy Center	56420	650 Wharton Drive SW	Atlanta	GA	30336	404-699-0600
Illinois							
Asghar Ali & Shaheen Khan	Sir Speedy Center	60390	4209 N Milwaukee Avenue	Chicago	IL	60641	773-777-2880
George Lesniak	Sir Speedy Center	61160	1711 N Clybourn Avenue	Chicago	IL	60614	312-337-0774
Kyle Phillips	Sir Speedy Center	61060	526 W. 5th Ave.	Naperville	IL	60563	630-355-0660
John Staunton	Sir Speedy Center	60190	642 Busse Highway	Park Ridge	IL	60068	773-763-7450
Kelsey & Edward Schultz	Sir Speedy Center	60250	250 E. Saint Charles Rd.	Villa Park	IL	60181	630-279-0150
Kansas							
Randal Martin	Sir Speedy Center	31060	1668 Hayes Drive	Manhattan	KS	66502	785-776-6731
Greg & Anne Oswald	Sir Speedy Center	31030	895 Mart-Way Drive	Olathe	KS	66061	913-780-4411
Louisiana							
Don Hortman, Mark & Karen O'Keefe	Sir Speedy Center	43030	1825 Avenue of America	Monroe	LA	71201	318-323-2679
Wayne Chambless	Sir Speedy Center	43040	343 Carondelet Street	New Orleans	LA	70130	504-586-9812
Paula Pellerin	Sir Speedy Center	43010	910 South Lewis Street	New Iberia	LA	70560	337-364-8714
Maryland							
Matthew & Lori Franko	Sir Speedy Center	74100	90 West Street	Annapolis	MD	21401	410-280-2884
Carol & Elliott Dworin	Sir Speedy Center	74190	6700 Alexander Bell Drive #200	Columbia	MD	21046	410-461-0719
Richard & Patricia Simons	Sir Speedy Center	73660	316 E Church St	Frederick	MD	21701	301-695-2929
Elliot & Carol Dworin	Sir Speedy Center	73870	7477 New Ridge Rd.	Hanover	MD	21076	410-553-6300
Massachusetts							
Ed Borash & Daniel Losano	Sir Speedy Center	81140	827 Boylston Street	Boston	MA	02116	617-267-9711
David Riley	Sir Speedy Center	81070	375 Worcester Road	Framingham	MA	01701	508-879-3277
Thomas Spollen	Sir Speedy Center	81650	180 Route 6A	Orleans	MA	02653	508-240-0882
Michael & Traci Connors	Sir Speedy Center	81080	1441 Main Street, Banknorth Center	Springfield	MA	01103	413-733-6691
Michigan							
Rudolf Dykhuis & Patrick Cox	Sir Speedy Center	63670	4595 Broadmoor SE Suite 120	Grand Rapids	MI	49512	616-554-7777
Tom & Catherine Coughlin	Sir Speedy Center	63100	38555 Orchard Hill Place, #600	Novi	MI	48375	248-476-8130
Lisa Brookins	Sir Speedy Center	63400	600 Huron Ave at Bard	Port Huron	MI	48060	810-982-8202
Carol Henthorn	Sir Speedy Center	63520	4414 Bay Road	Saginaw	MI	48603	989-793-3933
Catherine & Tom Coughlin	Sir Speedy Center	63700	20304 Harper Ave.	Harper Woods	MI	48225	586-777-7500
Catherine & Tom Coughlin	Sir Speedy Center	63710	100 West Big Beaver Rd., #200	Troy	MI	48084	248-457-9665
Minnesota							
Merabi Pruidze & Slava Berezovskiy	Sir Speedy Center	64030	3839 Washington Ave. N.	Minneapolis	MN	55412	763-542-8812
David & Michelle Lane	Sir Speedy Center	64310	616 Second Avenue SE	Minneapolis	MN	55414	612-378-7778
Mississippi							
James Washington	Sir Speedy Center	34010	2701 North State Street	Jackson	MS	39216	601-981-3045
Missouri							
Pamela & Chris Spears	Sir Speedy Center	32170	670 Branson Landing Blvd., Suite 6	Branson	MO	65616	417-339-2397

New Hampshire							
Richard Stonner	Sir Speedy Center	83020	41 Elm Street	Manchester	NH	03101	603-625-6868
New Jersey							
Tom & Joanne Penisch	Sir Speedy Center	71570	122 Ridge Road	Lyndhurst	NJ	07071	201-896-2727
Fran Gavin, Elizabeth Gavin	Sir Speedy Center	70610	5505 North Crescent Blvd.	Pennsauken	NJ	08110	856-488-1480
Gary Solovay	Sir Speedy Center	70680	30 Knightsbridge Road	Piscataway	NJ	08854	732-981-9011
Anna Bauman	Sir Speedy Center	70570	3033 South East Boulevard	Vineland	NJ	08360	856-691-0741
Michael & Patricia Kelly	Sir Speedy Center	71590	39 South Broad Street	Woodbury	NJ	08096	856-251-0220
New York							
William & Donna Bondy	Sir Speedy Center	85130	267 W Main Street	Bay Shore	NY	11706	631-666-0900
Jack, Evan & Brandon Bloom	Sir Speedy Center	85200	15 Grumman Rd. West	Bethpage	NY	11714	516-334-7400
Jack, Evan & Brandon Bloom	Sir Speedy Center	85850	150 Motor Parkway	Hauppauge	NY	11788	631-787-7636
Jack, Evan & Brandon Bloom	Sir Speedy Center	85840	200 Broadhollow Road	Melville	NY	11747	631-236-4613
William & Brett Taranda	Sir Speedy Center	85410	250 Jericho Turnpike	Mineola	NY	11501	516-742-3362
Noor & Hussain Baqueri	Sir Speedy Center	85280	136 Manetto Hill Road	Plainview	NY	11803	516-935-4567
Carlos Bernard	Sir Speedy Center	85460	467 Bedford Road	Pleasantville	NY	10570	914-769-2020
North Carolina							
Deva Reece & Tim Clark	Sir Speedy Center	75170	1257 S Church Street	Burlington	NC	27215	336-227-1227
Deva Reece & Tim Clark	Sir Speedy Center	75120	3312 Guess Road	Durham	NC	27705	919-477-7362
Art & Dannie Weber	Sir Speedy Center	75140	117 W Lexington Avenue	High Point	NC	27262	336-889-6322
CJ Sudman	Sir Speedy Cener	75421	131 Crosslake Park Dr. Suite 102	Mooresville	NC	28117	704-664-1911
William Conlon	Sir Speedy Center	75110	1801 St Albans Drive	Raleigh	NC	27609	919-872-9498
CJ Sudman	Sir Speedy Center	75420	436 South Center Street	Statesville	NC	28677	704-872-1020
Arthur & Dannie Weber	Sir Speedy Center	75060	1011 Burke Street	Winston-Salem	NC	27101	336-722-4109
North Dakota							
Kevin & Lora Elfstrum	Sir Speedy Center	44000	123 University Drive N	Fargo	ND	58102	701-298-9898
Pennsylvania							
Andrew Haney	Sir Speedy Center	71100	610 Lancaster Ave	Berwyn	PA	19312	610-647-7122
David McBride & Michael Brown	Sir Speedy Center	70990	443 West Chester Pike	Havertown	PA	19083	610-789-2685
Brian & Heather Bradley	Sir Speedy Center	71460	103 Penn Trail	Newtown	PA	18940	215-968-2080
Cynthia Johnston	Sir Speedy Center	71080	4573 Campbells Run Road	Pittsburgh	PA	15205	412-787-9898
Joseph Demarte	Sir Speedy Center	71320	2530 Penn Avenue	West Lawn	PA	19609	610-670-2090
Jatin Patel	Sir Speedy Center	71030	315 Westtown Road #11	West Chester	PA	19380	610-692-1190
Roy Crumrine	Sir Speedy Center	00061	565 Pike Street	Meadowlands	PA	15347	724-942-5699
Puerto Rico							
Ivan Vazquez	Sir Speedy Center	59000	416 Ponce de Leon Ave	Hato Rey	PR	00918	787-751-1555
Rhode Island							
Frederick Caffrey	Sir Speedy Center	88010	969 Park Avenue	Cranston	RI	02910	401-781-5650
Robert Annaldo	Sir Speedy Center	88090	50 Nasua Street	Providence	RI	02904	401-351-7400
Tennessee							
David McShane & Kent Knautz	Sir Speedy Center	30320	1922 Air Lane Drive	Nashville	TN	37210	615-885-8206
James & Ellen Warren	Sir Speedy Center	30210	2400 Felts Avenue	Nashville	TN	37211	615-832-9511

Texas							
Bernadette DeBrango	Sir Speedy Center	41000	416 W 8th Avenue	Amarillo	TX	79101	806-342-0606
Connie Johns	Sir Speedy Center	40920	3818 Far West Blvd Ste 105	Austin	TX	78731	512-338-9818
Dolores Tweddale	Sir Speedy Center	40981	600 Congress Ave., 14th Floor	Austin	TX	78701	512-298-1290
Randy Thurman	Sir Speedy Center	40340	8001 Lifford Street	Benbrook	TX	76116	817-560-1060
Dolores Tweddale	Sir Speedy Center	40980	1320 Arrow Point Drive, Ste 410	Cedar Park	TX	78613	512-472-4090
Atef Aziz	Sir Speedy Center	40720	1420 Valwood Pkwy Ste 105	Carrollton	TX	75006	972-247-8813
Alexis & Brian Lenz	Sir Speedy Center	40430	2001 Midway Rd. Suite 128-129	Carrollton	TX	75004	972-788-4266
Ted Rice	Sir Speedy Center	40290	13240 Hempstead Ste 216	Houston	TX	77040	713-462-0900
Brooks & Judi Thompson	Sir Speedy Center	40230	620 N Glenville	Richardson	TX	75081	972-238-7664
Virginia							
Conan Owen	Sir Speedy Center	73900	750 Harris Street Ste 208	Charlottesville	VA	22903	434-977-1992
Gabe Knowlton	Sir Speedy Center	73680	6565 Arlington Blvd., Ste C5	Falls Church	VA	22042	703-863-7036
Peter Smith	Sir Speedy Center	73060	60 W. Mercury Blvd.	Hampton	VA	23669	757-838-5500
Katharine Hornung	Sir Speedy Center	73180	1638 Ownby Lane	Richmond	VA	23220	804-358-8500
Matthew & Emilee Conley	Sir Speedy Center	73990	22 West Church Avenue	Roanoke	VA	24011	540-344-8550
Nick & Mary Ruiz	Sir Speedy Center	73490	1945 Old Gallows Rd Ste 103	Vienna	VA	22182	703-847-8880
Washington							
Troy & Becky Parker	Sir Speedy Center	09210	16508 E. Sprague Ave.	Spokane Valley	WA	99037	509-535-1460
Mike Slease	Sir Speedy Center	09050	7450 S. Tacoma Way, Suite B1	Tacoma	WA	98409	253-473-0765
West Virginia							
Justin Papania	Sir Speedy Center	73540	416 37th Street	Parkersburg	WV	26101	304-485-0544
Wisconsin							
Eric O'Brien, Heather Boex & Mary O'Brien	Sir Speedy Center	65070	333 Packerland Drive	Green Bay	WI	54303	920-494-4236
Wyoming							
Rachael Verry	Sir Speedy Center	11020	300 S. Gillette Ave., Suite 100	Gillette	WY	82716	307-682-0077

International – Current Franchise Owners:

The following is a list of all International Franchise Owners, addresses, and telephone numbers that are open and operating as of December 31, 2023.

Owner Name		Center #	Address			Telephone
Canada						
Michael & Diana Mckittrick	Sir Speedy Center	91020	2800 14th Avenue #24	Markham	L3R 0E4	905-475-7627
India						
Chandrajit Narra	Sir Speedy Center	400101	500 Road No. 36, Jubilee Hills, Hyderabad	Hyderbad		91-40-2360-0022
Rahul Jain	Sir Speedy Center	400401	B-8 Industry House 15, AB Road	Indore	452018	91-7314056060
Taiwan (R.O.C.)						
Daniel Chow	Sir Speedy Center	94260	20, Lane 313, Sec. 1 Fu-Hsing South Road	Taipei 106		8862-2702-2721
Athena Wang	Sir Speedy Center	94300	3F, No.41-1, Sec. 7, Chung Shan N. Road	Taipei R.O.C		8862-2875-5835

Former Franchise Owners

The following lists the names, city and state and the last known telephone numbers of United States Franchisees who have been terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who have not communicated with Sir Speedy within 10 weeks of the application date:

Name	Center #	City, State	Zip Code	Telephone
Rafe Hershfield, Matthew Lynch & Andrew Zang	81010	Boston, MA	02114	617-227-2237
Guy Andrews	64380	Minneapolis, MN	55402	612-332-2679
Kenneth Miller	75380	Greensboro, NC	27409	336-852-5190

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Sir Speedy network. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

ITEM 21

FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit "A" are our audited Financial Statements for years ending December 31, 2023, December 31, 2022, and December 31, 2021.

ITEM 22

CONTRACTS

Attached as Exhibits to this Franchise Disclosure Document are the following contracts:

Exhibit D	Franchise Agreement
Exhibit E	Multi-State Addenda to Disclosure Document and Franchise Agreement
Exhibit F-1	Multiple Center (Inside Territory) Addendum
Exhibit F-2	Multiple Center (Outside Territory) Addendum
Exhibit H	Transfer Release Agreement
Exhibit I	Conversion Addendum
Exhibit J	SBA Addendum
Exhibit K	Item 23 Receipt

ITEM 23

RECEIPT

You will find two copies of the detachable acknowledgement receipt at the end of this disclosure document. Please sign and date both copies and keep one for your records, and the other must be returned to us at Sir Speedy, Inc., Attn: Legal Dept., 26722 Plaza, Mission Viejo, CA 92691.

EXHIBIT "A"

FINANCIAL STATEMENTS

Audited Consolidated Financial Statements
December 31, 2023, 2022, and 2021

SIR SPEEDY, INC.
(A WHOLLY OWNED SUBSIDIARY OF FRANCHISE SERVICES, INC.)

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2023, 2022, AND 2021

CPAs | CONSULTANTS | WEALTH ADVISORS

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SIR SPEEDY, INC.
(A WHOLLY OWNED SUBSIDIARY OF FRANCHISE SERVICES, INC.)
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INDEPENDENT AUDITORS' REPORT

Board of Directors and Shareholders
Sir Speedy, Inc.
Mission Viejo, California

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Sir Speedy, Inc. (the Company), which comprise the balance sheets as of December 31, 2023, 2022, and 2021, and the related statements of operations, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to in the first paragraph present fairly, in all material respects, the financial position of Sir Speedy, Inc., as of December 31, 2023, 2022, and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibility under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Board of Directors and Shareholders
Sir Speedy, Inc.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design 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. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Irvine, California
March 25, 2024

SIR SPEEDY, INC.
(A WHOLLY OWNED SUBSIDIARY OF FRANCHISE SERVICES, INC.)
BALANCE SHEETS
DECEMBER 31, 2023, 2022, AND 2021

	2023	2022	2021
ASSETS			
CURRENT ASSETS			
Cash and Cash Equivalents	2,502,000	$ 2,941,000	$ 2,639,000
Trade Receivables, Net	806,000	782,000	888,000
Total Current Assets	3,308,000	3,723,000	3,527,000
OTHER ASSETS			
Due from Parent Company	4,478,000	4,981,000	5,222,000
Total Assets	$ 7,786,000	$ 8,704,000	$ 8,749,000
LIABILITIES AND STOCKHOLDER'S EQUITY			
CURRENT LIABILITIES			
Accounts Payable and Accrued Expenses	$ 145,000	$ 169,000	$ 129,000
Deferred Revenue	439,000	500,000	542,000
Income Taxes Payable	65,000	75,000	40,000
Total Liabilities	649,000	744,000	711,000
STOCKHOLDER'S EQUITY			
Common Stock - No Par Value; 10,000 Shares Authorized, 1,000 Shares Issued and Outstanding	-	-	-
Retained Earnings	7,137,000	7,960,000	8,038,000
Total Stockholder's Equity	7,137,000	7,960,000	8,038,000
Total Liabilities and Stockholder's Equity	$ 7,786,000	$ 8,704,000	$ 8,749,000

See accompanying Notes to Financial Statements.

SIR SPEEDY, INC.
(A WHOLLY OWNED SUBSIDIARY OF FRANCHISE SERVICES, INC.)
STATEMENTS OF OPERATIONS
YEARS ENDED DECEMBER 31, 2023, 2022, AND 2021

	2023	2022	2021
REVENUES			
Continuing Franchise Fees, Net	$ 6,544,000	$ 6,256,000	$ 5,839,000
Initial, Transfer, and Renewal Franchise Fees	-	-	59,000
Franchise Advertising Contributions	869,000	960,000	959,000
Interest and Other Income	-	-	49,000
Total Revenues	7,413,000	7,216,000	6,906,000
COST OF SALES	21,000	(9,000)	88,000
GROSS PROFIT	7,392,000	7,225,000	6,818,000
OPERATING EXPENSES			
Bad Debt Expense	165,000	85,000	16,000
Management Fees	2,882,000	2,768,000	2,947,000
Franchise Advertising Expenses	1,018,000	950,000	903,000
Total Operating Expenses	4,065,000	3,803,000	3,866,000
INCOME BEFORE PROVISION FOR INCOME TAXES	3,327,000	3,422,000	2,952,000
State and Foreign Income Taxes	50,000	100,000	12,000
NET INCOME	$ 3,277,000	$ 3,322,000	$ 2,940,000

See accompanying Notes to Financial Statements.

SIR SPEEDY, INC.
(A WHOLLY OWNED SUBSIDIARY OF FRANCHISE SERVICES, INC.)
STATEMENTS OF CHANES IN STOCKHOLDER'S EQUITY
YEARS ENDED DECEMBER 31, 2023, 2022, AND 2021

	Common Stock		Retained	Total Stockholder's
	Shares	Amount	Earnings	Equity
BALANCE - DECEMBER 31, 2020	1,000	$ -	$ 8,448,000	$ 8,448,000
Net Income	-	-	2,940,000	2,940,000
Distributions	-	-	(3,350,000)	(3,350,000)
BALANCE - DECEMBER 31, 2021	1,000	-	8,038,000	8,038,000
Net Income	-	-	3,322,000	3,322,000
Distributions	-	-	(3,400,000)	(3,400,000)
BALANCE - DECEMBER 31, 2022	1,000	-	7,960,000	7,960,000
Net Income	-	-	3,277,000	3,277,000
Distributions	-	-	(4,100,000)	(4,100,000)
BALANCE - DECEMBER 31, 2023	1,000	$ -	$ 7,137,000	$ 7,137,000

See accompanying Notes to Financial Statements.

SIR SPEEDY, INC.
(A WHOLLY OWNED SUBSIDIARY OF FRANCHISE SERVICES, INC.)
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2023, 2022, AND 2021

	2023	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES			
Net Income	$ 3,277,000	$ 3,322,000	$2,940,000
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:			
Bad Debt Expense	111,000	85,000	21,000
(Increase) Decrease in Assets:			
Trade Receivables	(135,000)	21,000	118,000
Deferred Franchise Costs	-	-	61,000
Increase (Decrease) in Liabilities:			
Accounts Payable and Accrued Expenses	(24,000)	40,000	77,000
Deferred Revenue	(61,000)	(42,000)	(42,000)
Income Taxes Payable	(10,000)	35,000	(15,000)
Net Cash Provided by Operating Activities	3,158,000	3,461,000	3,160,000
CASH FLOWS FROM INVESTING ACTIVITIES			
Decrease in Due from Parent Company	503,000	241,000	370,000
CASH FLOWS FROM FINANCING ACTIVITIES			
Distributions Paid	(4,100,000)	(3,400,000)	(3,350,000)
CHANGE IN CASH AND CASH EQUIVALENTS	(439,000)	302,000	180,000
Cash and Cash Equivalents - Beginning of Year	2,941,000	2,639,000	2,459,000
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 2,502,000	$ 2,941,000	$ 2,639,000
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION			
Cash Paid During the Year for:			
State and Foreign Income Taxes	$ 60,000	$ 65,000	$ 27,000

See accompanying Notes to Financial Statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Sir Speedy, Inc. (the Company) was originally incorporated on July 9, 1968, in the state of California and was reincorporated in the state of California on August 9, 1996. The Company is a wholly owned subsidiary of Franchise Services, Inc. (“FSI” or the “Parent”) and is engaged in the sale and service of domestic and international franchised quick printing and marketing services centers using the brand name of “Sir Speedy.”

The total number of new franchises opened during 2023, 2022, and 2021 were one, one, and zero, respectively. The Company did not have any franchisor-owned units during these years. The Company had 132 franchises at December 31, 2023.

Affiliate Companies

FSI also owns the following subsidiaries:

Postal Instant Press, Inc., headquartered in Mission Viejo, California, which sells and provides support to domestic and international franchised quick printing and marketing services centers using the brand name “PIP Printing.”

TeamLogic, Inc., headquartered in Mission Viejo, California, which sells and provides support to domestic franchises that provide outsourced IT services for small and mid-sized businesses using the brand name “TeamLogic IT.”

Signal Graphics, Inc., headquartered in Mission Viejo, California, which sells and provides support to domestic franchised quick printing and marketing services centers using the brand name “Signal Graphics.”

Franchise Services Europe BV, headquartered in Amsterdam, The Netherlands, operates under the brand name “Multicopy.” Multicopy sells and provides support to franchised quick print centers. In March 2021, FSI sold the Multicopy brand to an unrelated party.

Summit Marketing Communications, Inc., headquartered in Mission Viejo, California, which is an advertising agency.

Financial Statement Presentation

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). References to the “ASC” hereafter refer to the *Accounting Standards Codification* established by the Financial Accounting Standards Board (FASB) as the source of authoritative U.S. GAAP.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Financial Statement Presentation (Continued)

The FASB ASC 810-10, *Consolidation,* addresses the consolidation of an entity whose equity holders either (a) have not provided sufficient equity at risk to allow the entity to finance its own activities or (b) do not possess certain characteristics of a controlling financial interest. FASB ASC 810-10 requires the consolidation of such an entity, known as a variable interest entity (VIE), by the primary beneficiary of the entity. The primary beneficiary is the entity, if any, that is obligated to absorb a majority of the risk of loss from the VIE's activities, entitled to receive a majority of the VIE's residual returns, or both. The principal type of entities in which the Company would possess a variable interest includes franchise entities. The Company does not possess any ownership interests in franchise entities. Additionally, the Company does not provide financial support to franchise entities in a typical franchise relationship. As a result, the Company did not consolidate any franchise entities.

Cash and Cash Equivalents

For purposes of reporting cash flows, cash and cash equivalents include cash on hand and in banks and all highly liquid debt instruments purchased with original maturities of three months or less.

Accounts Receivable and Allowance for Credit Losses

Trade receivables consist of continuing franchise fees, net of allowance for credit losses. An allowance for credit losses is established based upon historical experience, current economic conditions, and certain forward looking information. The Company also considers any specific customer collection issues. The Company periodically assesses its methodologies for estimating credit losses in consideration of actual experience, trends, and changes in the economic environment. As of December 31, 2023, 2022, and 2021, the allowance for credit losses was $389,000, $209,000, and $124,000, respectively.

Revenue Recognition from Contracts with Customers

The Company's revenue includes initial franchise fees, transfer fees, continuing franchise fees, franchise advertising contributions, interest and other income. The Company recognizes revenue when its customer obtains control of promised goods or services in an amount that reflects the consideration which the Company expects to receive in exchange for those goods or services. To determine revenue recognition for the arrangements that the Company determines are within the scope of Topic 606, the Company performs the following five steps: (1) identify the contract(s) with a customer; (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when (or as) the Company satisfies a performance obligation.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition from Contracts with Customers (Continued)

In January 2021, the FASB issued Accounting Standards Update (ASU) 2021-02 *Franchisors – Revenue from Contracts with Customers (Subtopic 952-606)*. ASU 2021-02 provides a practical expedient for franchisors to account for certain pre-opening services as distinct from the franchise license when identifying performance obligations under ASC 606. The Company has elected to treat the pre-opening services as a single performance obligation. The Company elected to apply ASU 2021-02 to the financial statements.

The initial franchise fee is $55,000 for a new franchise, $50,000 for eligible veterans, and $7,500 or $1,000 (depending on whether the franchise is located within a protected territory) for each of the subsequent franchises opened by the same franchisee. If an independent print/copying center converts to a Sir Speedy, the initial franchise fee is zero.

Under franchise agreements, the Company provides franchisees with (i) a franchise license, which includes a license to use intellectual property and advertising and promotion management, (ii) pre-opening services, such as training and inspections, and (iii) ongoing services, such as development of training materials. The services provided under the franchise agreements are extensive.

Initial, Transfer, And Renewal Franchise Fees – Upon execution of a franchise agreement, the franchisee is required to pay a franchise fee to the Company. In connection with the franchise fee, the Company provides services and support to the franchisee for its pre-opening activities, such as site selection and training. These pre-opening services provided by the Company are considered to be a single performance obligation and the franchise fee is recognized upon satisfaction and completion of the pre-opening services by the Company. Generally pre-opening services are complete upon the opening of the franchisee's location. If the pre-opening services are not complete or are in process, the Company records the franchise fee received as a contract liability. Transfer and renewal franchise fees are recognized over the term of the franchise agreement.

Continuing Franchise Fees and Advertising Contributions – Continuing franchise fees and advertising contributions are calculated as the greater of a fixed amount or a percentage of franchise sales over the term of the franchise agreement. The franchisees contribute to an advertising fund managed by the Company. Under the franchise agreements, advertising contributions received from franchisees must be spent on advertising, product development, marketing and related activities.

Deferred Franchise Costs

Deferred franchise costs represent commissions that are direct costs incurred in conjunction with the sales of a franchise. These costs are amortized on a straight-line basis over the term of the franchise agreement.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deferred Revenue

Deferred revenue represents franchise fees received from franchisees that have signed franchise agreements but have not yet opened their location.

Income Taxes

For federal tax purpose, an election was made to treat the Company and its Parent (Franchise Services, Inc.) as Qualified Subchapter S Subsidiaries (QSSS). As a QSSS, the Company and its Parent are not treated as separate corporations and all assets, liabilities, items of income, deduction, and credit of the Company and its Parent are treated as assets, liabilities, items of income, deduction, and credit of the parent of Franchise Services, Inc.

The Company provides for state taxes for various jurisdictions that either treat the Company as a separate corporation or impose a franchise tax.

Use of Estimates

The process of preparing financial statements in conformity with U.S. GAAP requires the use of estimates and assumptions regarding certain types of assets, liabilities, revenues, and expenses. Such estimates primarily relate to unsettled transactions and events as of the date of the financial statements. Accordingly, upon settlement, actual results may differ from estimated amounts.

Adoption of New Accounting Standards

Effective January 1, 2023, the Company adopted FASB ASU 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments,* as amended, which modifies the measurement of expected credit losses. The Company adopted this new guidance utilizing the modified retrospective transition method. The adoption of this Standard did not have a material impact on the Company's financial statements but did change how the allowance for credit losses is determined. See note above for the adoption of the allowance for credit losses policy.

Subsequent Events

The Company has evaluated subsequent events through March 25, 2024, the date which the financial statements were available to be issued.

NOTE 2 REVENUES FROM CONTRACTS WITH CUSTOMERS

Disaggregation of Revenues

The Company believes that the captions contained in the statements of operations appropriately reflect the disaggregation of its revenue by major type for the years ended December 31, 2023, 2022, and 2021.

Contract Assets and Liabilities

The following are trade receivables and contract liabilities as of December 31, 2023, 2022, and 2021:

	December 31, 2023	December 31, 2022	December 31, 2021	January 1, 2021
Trade Receivables	$ 1,195,000	$ 991,000	$ 1,012,000	$ 1,000,000
Less: Allowance for Doubtful Accounts	(389,000)	(209,000)	(124,000)	(108,000)
Trade Receivables, Net	$ 806,000	$ 782,000	$ 888,000	$ 892,000
Contract Liability:				
Deferred Revenue	$ 439,000	$ 500,000	$ 542,000	$ 584,000

There were no contract assets at December 31, 2023, 2022, 2021, or January 1, 2020.

NOTE 3 CONCENTRATIONS, RISKS AND UNCERTAINTIES

The Company maintains its cash account in a financial institution. The account at this institution is insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. At various times throughout the year, the Company may have cash balances in these financial institutions that exceed the FDIC insurance limit. Management reviews the financial condition of these financial institutions on a periodic basis and does not believe this concentration of cash results in a high level of risk for the Company.

NOTE 4 RESTRICTED CASH

At December 31, 2023, 2022, and 2021, the cash and cash equivalents include a restricted cash account for adverting fund contributions. The balance of the restricted cash account was $1,189,000, $1,372,000, and $1,349,000, respectively.

NOTE 5 PROVISION FOR INCOME TAXES

The Company has adopted the provisions of ASC Topic 740-10, *Accounting for Uncertainty in Income Taxes*. As of December 31, 2023, 2022, and 2021, the unrecognized tax benefit accrual was zero. The Company will recognize future accrued interest and penalties related to unrecognized tax benefits in income tax expense, if incurred.

The Company undergoes an annual analysis of its various tax positions, assessing the likelihood of those positions being upheld upon examination with relevant tax authorities, as defined by ASC 740-10.

For the years ended December 31, 2023, 2022, and 2021, the components of the provision for income taxes reflected in the statements of operations are as follows:

	December 31, 2023	December 31, 2022	December 31, 2021
Current:			
State, Net	$ 49,000	$ 99,000	$ 11,000
Foreign	1,000	1,000	1,000
Total Current	50,000	100,000	12,000
Deferred	-	-	-
Total State and Foreign Income Taxes	$ 50,000	$ 100,000	$ 12,000

NOTE 6 COMMITMENTS AND CONTINGENCIES

Operating Leases

The Company's corporate office is situated in office space leased and managed by its Parent. Facility rent expense for the years ended December 31, 2023, 2022, and 2021 totaled $269,000, $233,000, and $231,000, respectively, and is included in management fees in the accompanying statements of operations.

Litigation

The Company experiences routine litigation in the normal course of its business. Management does not believe that any pending or threatened litigation will have a material adverse effect on its financial statements.

Indemnities and Guarantees

During the normal course of business, the Company has made certain indemnities and guarantees under which it may be required to make payments in relation to certain transactions. These indemnities include certain agreements with the Company's officers, under which the Company may be required to indemnify such person for liabilities arising out of their employment relationship. The duration of these indemnities and guarantees varies and, in certain cases, is indefinite. The majority of these indemnities and guarantees do not provide for any limitation of the maximum potential future payments the Company could be obligated to make. Historically, the Company has not been obligated to make any payments for these obligations and no liabilities have been recorded for these indemnities and guarantees in the accompanying balance sheets.

NOTE 7 RELATED PARTY TRANSACTIONS

The Company periodically made advances to the Parent. At December 31, 2023, 2022, and 2021, total amounts that had not been repaid by the Parent were $4,478,000, $4,981,000, and $5,222,000, respectively, and are included in due from parent company in the accompanying balance sheets.

The Company's corporate office is located in a building leased and managed by its Parent. This building is owned by parties related to the owner of the Parent.

Included in management fees are rent, payroll expenses, and certain administrative support functions of the Company provided and charged by the Parent. In 2004, it was decided that the Parent would assume the responsibility for all support staff of the Company which included the hiring, employment and supervision of all Company employees. For the years ended December 31, 2023, 2022, and 2021, management fees totaled $2,882,000, $2,768,000, and $2,947,000, respectively.

For the years ended December 31, 2023, 2022, and 2021, Summit Marketing Communications, Inc. (SMC) provided advertising agency services on behalf of the Company which is included as part of management fees in the accompanying statements of operations. The amounts charged by SMC were considered de minimus by management for the three years ended December 31, 2023, 2022, and 2021.

NOTE 8 EMPLOYEE BENEFIT PLAN

The Parent sponsors a qualified 401(k) plan (the Plan) for all eligible employees. In addition, the Parent, at the option of the board of directors, may make a discretionary contribution to the Plan, subject to the limit prescribed by law. The Company's expenses in connection with the Plan were $93,000, $92,000, and $78,000, respectively during the years ended December 31, 2023, 2022, and 2021, which is included in management fees in the accompanying statements of operations.

EXHIBIT “B”

AGENTS FOR SERVICE OF PROCESS

EXHIBIT "B"
AGENTS FOR SERVICE OF PROCESS

California:
Department of Financial Protection & Innovation (DFPI)
320 W. 4th St., Ste. 750
Los Angeles, CA 90013-2344
(213) 576-7500

Hawaii:
Hawaii Commissioner of Securities,
Dept. of Commerce and Consumer Affairs, Business Registration Div.
335 Merchant St., Rm. 205
Honolulu, HI 96813
(808) 586-2744

Illinois:
Illinois Attorney General
500 S. 2nd St.
Springfield, IL 62701
(217) 782-4465

Indiana:
Indiana Secretary of State
200 W. Washington St., Rm. 201
Indianapolis, IN 46204
(317) 232-6681

Maryland:
Maryland Securities Commissioner
200 Saint Paul Pl.
Baltimore, MD 21202
(410) 576-6360

Michigan:
Consumer Protection Division
G. Mennen Williams Bldg.
525 W. Ottawa St.
Lansing, MI 48909
(517) 373-7117

Minnesota:
Minnesota Commissioner of Commerce
85 7th Pl. E., Ste. 280
Saint Paul, MN 55101-3165
(651) 539-1600

In all other states, you may serve Sir Speedy at the following address:
Attn: President, Sir Speedy, Inc. 26722 Plaza, Mission Viejo, CA 92691

New York:
New York Secretary of State
One Commerce Plaza
99 Washington Ave., 6th Flr.
Albany, NY 12231-0001
(518) 473-2492

North Dakota:
North Dakota Securities Commissioner
600 E. Boulevard Ave., 5th. Flr.
Bismarck, ND 58505
(701) 328-4712

Rhode Island:
Director, Rhode Island Department of Business Regulations
1511 Pontiac Ave., Bldg. 69-1
Cranston, RI 02920
(401) 462-9527

South Dakota:
Division of Insurance
Securities Regulation
124. S. Euclid Ave., Ste. 104
Pierre, SD 57501-3168
(605) 773-3563

Virginia:
Clerk, Virginia State Corporation Commission
1300 E. Main St., 1st Flr.
Richmond, VA 23219
(804) 371-9733

Washington:
Dept. of Financial Institutions
Securities Division – 3rd Flr.
150 Israel Rd. SW
Tumwater, WA 98501
(360) 902-8760

Wisconsin:
Administrator, Wisconsin
Division of Securities
4822 Madison Yards Way, North Tower
Madison, WI 53705-9100
(608) 261-9555

EXHIBIT “C”

BRAND STANDARDS AND OPERATIONS MANUAL

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EXHIBIT “D”

FRANCHISE AGREEMENT

Sir Speedy Center # ______________________
Contract Date: ______________________
(Date signed by Sir Speedy, Inc.)
Expiration Date: ______________________
Opening/Present Owner Date:
____

FRANCHISE OFFERED:

SIR SPEEDY

The Parties to this Franchise Agreement are:

FRANCHISOR: **SIR SPEEDY, INC., a California corporation**
26722 Plaza
Mission Viejo, CA 92691

AND

FRANCHISEE: ______________________

____

____
(Print Names)

HOME ADDRESS: ______________________

____

____

TELEPHONE NUMBER: ______________________

TERRITORY TO BE DETERMINED BY SIR SPEEDY, INC.

SIR SPEEDY

TERRITORY AND LOCATION DESIGNATION
(with map attached)

SIR SPEEDY CENTER NUMBER:____

The following is a description of Franchisee's Territory, if any, as outlined on the attached map. The physical boundaries as represented by the written description as of the date Sir Speedy signs the Franchise Agreement and shall remain the territory for the term of Franchise Agreement in the event street names, city borders or zip codes become obsolete or change. There is no Territory where the words "Address Only" are indicated.

SAMPLE

CENTER ADDRESS: ____________________________________

____

____

FRANCHISE AGREEMENT

This Sir Speedy® Franchise Agreement is entered into between Sir Speedy, Inc., a California Corporation (hereinafter "Franchisor") and the undersigned (hereinafter "Franchisee"), with reference to the following facts:

R E C I T A L S

A. Franchisor has originated and developed a proprietary system of graphic communications ("Sir Speedy System") which includes the distinctive décor of the business premises, merchandise displays, service methods, trade secrets, processes, advertising formats, promotion plans, market research methods, product and services offering, record and bookkeeping methods and business practices, procedures and policies. The Sir Speedy System has been designed and developed to provide high standards of quality in graphic communications to businesses and the general public at a reasonable cost and in a uniform manner. Franchisee's compliance with the terms of this Franchise Agreement ("Agreement") and the standards and Franchisee's maintenance of goodwill and reputation are of the essence and benefit to the parties and all other Franchisees in the Sir Speedy Network; and

B. Franchisor makes available or assists in obtaining equipment, inventory and supplies for sale to Sir Speedy Centers (sometimes referred to as "Center") in the Sir Speedy Network; and

C. Franchisor is the sole and exclusive owner of all proprietary and other rights and interests in and to the trade names and service marks, "Sir Speedy", the "Fanciful Man Figure", the Sir Speedy with brushstroke design "Sir Speedy Print / Signs / Marketing" and all other names, phrases and logos associated with or having acquired a secondary meaning by use with the Sir Speedy Network and all variations, similarities and likenesses together with signs, emblems, insignia, color schemes and patterns used and/or associated with, or as part of, the Sir Speedy System; and all confidential and proprietary operations manuals, instruction materials, proprietary online software, and other information contained in its publications, memos and bulletins; and

D. Franchisee desires to acquire the right to become a part of the Sir Speedy Network and use the Sir Speedy System, trademarks, trade names and trade secrets in connection with the operation of a Sir Speedy Center.

A G R E E M E N T

Acknowledging the above recitals, all the parties mutually agree as follows:

1. GRANT AND ACCEPTANCE OF FRANCHISE

The Franchisor grants to Franchisee the following rights, licenses and privileges with respect to the franchised location;

a. Franchisor grants, and Franchisee accepts, a franchise to operate one Sir Speedy Center at the designated location only, or any other Franchisor approved location, throughout the term of this Agreement. Franchisee further agrees to continuously operate the business as a Sir Speedy Center only throughout the term of this Agreement, and that Franchisee will operate no other business without Franchisor's consent at said franchised location, nor shall Franchisee operate any other business under any other trademark, service mark, name or license, except that of Sir Speedy Center, at said franchised location during the term of this Agreement;

b. Franchisee shall use the Sir Speedy System, and agrees to indicate to the public that Franchisee's business is operated as part of the Sir Speedy Network of franchisees;

c. Franchisee shall adopt and use the Sir Speedy Operating System and trade secrets, the trademarks and trade name "Sir Speedy" with the descriptors "Print / Signs / Marketing", and signs, emblems, insignia, color schemes and patterns associated and used with those trade names and trademarks in connection with the operation and the products and services offered, sold and dispensed at the location of Franchisee's business, and Franchisee agrees to advance and expose such to the public in general. Franchisee agrees to use the trade secrets, trademarks, and trade names in only Franchisor-approved manners. The grant of this license shall not give Franchisee any use rights to the Sir Speedy name and logos not specifically authorized by Franchisor for use in conjunction with the ownership and operation of a Sir Speedy Center. Franchisee shall not use the name "Sir Speedy" as part of the name of its corporation or other business entity. Franchisee must modify or discontinue the use of a trademark and/or service mark if Franchisor modifies or discontinues such use of it;

d. The following is a list of the basic, initial products and services identified with the Sir Speedy System which are generally offered by Sir Speedy Centers and which shall be offered by Franchisee at its Center:

SIR SPEEDY PRODUCTS AND SERVICES

<u>Printing & Copying</u>

- High Speed Black & White Copying
- Color Copying
- Variable Printing
- Digital Printing
- Offset Printing
- Book Printing
- Direct-to-Plate Printing
- Large Format & Wide Format Printing
- Signs Posters & Banners
- Vehicle Graphics & Trade Shows
- Blueprinting Services
- Legal Copying
- Fulfillment Services
- Finishing & Binding
- Web to Print

<u>Direct Marketing</u>

- E-Mail Marketing
- One to One Marketing (personalized marketing)
- Integrated Marketing
- Personal Web Pages
- Business Reply Cards
- Mail List Acquisition
- Mailing Services
- Direct Mail

<u>Data Services</u>

- List Profiling
- List Segmentation
- List Acquisition
- List Hygiene
- Response Tracking & Reporting
- Direct Mail Testing & Refinement
- List Management

<u>Creative Services</u>

- Copywriting Services
- Graphic Design
- Website Design
- Logo Design
- Brochures
- Direct Mail
- Print Ads
- Outdoor Advertising
- Newsletters
- Press Releases
- Promotional Products
- Mobile Marketing

Additional related products and services may also be offered. Franchisor reserves the right to change the products and services to be offered by Franchisee, from time to time, in order to add to the quality, range and diversity of the Sir Speedy System, and Franchisee agrees to add those new products and services that are required of all new Franchisees within a reasonable period of time, not to exceed 2 years.

Franchisee agrees that the products and services offered at the Sir Speedy Center shall be of high standard and of such style, appearance and quality as to be advantageous to the protection and enhancement of the licensed trademarks, and the associated goodwill, and that such services shall be performed in accordance with all applicable federal, state and local laws.

2. CONSIDERATION

a. **Initial Franchise Fee**. The initial franchise fee is $55,000 ($50,000 with the Vet★Fran discount). A deposit of $10,000 is required upon applying for a Franchise, which becomes non-refundable (except as provided below) upon execution of this Agreement and notification of approval of Franchisee by Franchisor. The balance of the franchise fee, $45,000 ($40,000 for Vet★Fran applicant), is due before attendance of the required Sir Speedy initial training program. The initial franchise fee will be refunded if your franchise application is not approved by Franchisor, your chosen market is not approved by Franchisor, or if your financing is not approved through no fault of your own.

b. **Equipment Package**. In order to equip the franchise location as a Sir Speedy Center, Franchisee agrees to obtain the equipment package provided for in Exhibit "A" attached. Franchisee may buy and/or lease the equipment package from any source. If Franchisee elects to purchase the equipment from sources other than Franchisor, the total equipment package must be purchased from such other sources. Franchisor is able to offer the total equipment packages at an overall competitive price and, therefore, individual pieces of equipment may not be selected out of the desired equipment package. If equipment package is purchased from Franchisor, the price is $70,527 excluding freight, handling, installation, and sales tax. The equipment package is priced based on Franchisor's actual cost and any changes in the actual cost will be reflected in a corresponding increase or decrease in the cost to Franchisee. Franchisee shall pay all applicable sales tax and other taxes on equipment and inventory. Franchisor does not manufacture or service any of the equipment and the only warranties or service contracts in effect are those that are provided to Franchisor by the individual manufacturers.

In addition to the equipment package, Franchisee is required to have two digital print engines, and a large format printer to fully equip Franchisee's Sir Speedy Center. Franchisee may lease/rent these machines directly from the vendor. Descriptions of the leased machines are in Exhibit "A" attached.

Franchisee may not buy any additional equipment during the first year of operation with required working capital without Franchisor's prior consent.

Signage is also required. The typical sign will usually cost between $1,500 and $5,000 depending on local city requirements and landlord specifications. Franchisor's signage requirements may be waived in certain circumstances if prohibited by the location lease.

c. **<u>Continuing Franchise Fee - (4% To 6% of Gross Weekly Sales)</u>**. Franchisee shall pay to Franchisor for the duration of this Agreement a Continuing Franchise Fee for the use of Franchisor's trade names, trademarks, service marks, logos, proprietary materials, trade secrets, confidential information, and the Sir Speedy System. The Continuing Franchise Fee is 4% of the Center's gross weekly sales for the first 12 months the Center is in operation and 6% of gross weekly sales after that for the term of this Agreement. "Gross Sales" is defined in <u>Exhibit "B."</u> Franchisee shall pay said Continuing Franchise Fees in accordance with Section 4 and <u>Exhibit "B."</u> It is expressly agreed that the payment of the Continuing Franchise Fee shall not be contingent upon Franchisor providing a level of service perceived by Franchisee to be adequate. Franchisee shall not offset any Continuing Franchise Fees based upon a perceived level of non-performance of Section 3, or any other section of this Agreement, on the part of Franchisor, and no offset is permitted against Continuing Franchise Fees for amounts due or allegedly due Franchisee by Franchisor. Franchisee may be eligible for a rebate of their Continuing Franchise Fees outlined in Exhibit "B."

d. **<u>Continuing Advertising Fee</u>**. Franchisee shall pay to Franchisor or its designees an Advertising Fee in the amount of $25 per week or 1% of the Center's gross weekly sales, whichever is greater, during the first 12 months the Center is in operation. After that, for the duration of the Agreement and any renewal, the Advertising Fee is $50 per week or 2% of the Center's gross weekly sales, whichever is greater. With a temporary ceiling of $200 per week, subject to change. These amounts will be deposited in an Advertising Fund and used by Franchisor to conduct advertising, public relations, and promotional programs designed to develop and build sales volumes of all Sir Speedy Printing Centers on a network wide basis. Methods, media employed, contents of advertising, and terms and conditions of advertising campaigns and promotional programs shall be within the sole discretion of Franchisor. Franchisee shall not offset any Advertising Fees based upon Franchisee's dislike or non-use of the marketing and advertising programs and pieces created from the Ad Fund. No offset is permitted against Advertising Fees for amounts due or allegedly due Franchisee by Franchisor.

e. **<u>Local Advertising</u>**. Should Franchisor, in cooperation with the majority of Franchisees situated within a specific area, as determined by Franchisor, establish an Advertising Cooperative for the purpose of conducting cooperative local advertising, Franchisee shall join the Local Advertising Cooperative. The cost of belonging to the Advertising Cooperative is determined by the member Franchisees. The typical monthly cost has been between $50 and $400, and is in addition to the Advertising Fees required by Section 2d above.

f. As additional consideration, in the event of default, Franchisee hereby gives Franchisor a security interest in all inventory, furniture, fixtures and equipment (subject to any purchase money security interest), all original artwork, art files, customer lists and work in progress during the term of this Agreement, in connection with the Sir Speedy Center, as collateral for the obligations stated in this Agreement, and as part of the goodwill associated with the Sir Speedy name. Franchisee agrees that Sir Speedy, Inc. may file a UCC-1 Financing Statement in connection with this security interest. ***This security interest is only effective to the extent Franchisee has any obligations owed to Franchisor. If Franchisee is an SBA financed franchise, Franchisor will subordinate its security interest to the SBA lender.***

3. OBLIGATIONS AND DUTIES OF FRANCHISOR

The Franchisor undertakes and agrees to perform the following:

a. Grant a territory for a Sir Speedy Center defined as that area within which no other Sir Speedy Franchise may be awarded. It is acknowledged that the exact territory boundaries may not be determined at the time the parties enter into this Agreement, and that a Sir Speedy Territory and Location Designation Sheet will be prepared upon Franchisor's identifying the territory and approving the site location.

i) This territory restriction shall not apply to any other printing, copying, sign, marketing or related business which Franchisor, its parent company or an affiliate company owns or may acquire subsequent to this Agreement, and Franchisor expressly reserves the right to open additional outlets of such business within the territory.

ii) The territory is usually designated by street description with a map. An "address only" area is only that location represented by the Center address and does not include any other area; in these cases, all references in this Agreement and the Disclosure Document, which refer to a territory, shall refer to the Center address location only.

iii) The territory shall not be construed as a limitation on Franchisee's advertising or marketing, or on the customers Franchisee may serve, including customers located in another Sir Speedy territory. Conversely, other Sir Speedy owners (including company-owned units) may serve customers in your territory.

b. Provide Franchisee with site selection approval. Franchisor will use its best efforts to approve or disapprove Franchisee's selected site within 14 days from the date Franchisee submits a prospective site for approval, along with any other information about the site Franchisor may reasonably request. In reviewing a site for a Sir Speedy Center, consideration is given to such factors as zoning, sign availability, business count and business mix, mail deliveries, traffic flow, parking, competition, urban redevelopment, business climate, and distance from other Sir Speedy Centers. Franchisor shall have the right to final approval or disapproval of a proposed site location and any proposed site relocation.

c. Assist Franchisee in reviewing the lease for the subject Center. Franchisee shall be Lessee under the lease and fully responsible for all liabilities arising from the leased premises. Franchisor advises Franchisee to obtain legal assistance where appropriate. Franchisor will also provide a custom layout for the space.

d. Provide Sir Speedy window and wall graphics and other image/décor items for Franchisee's initial location where and when appropriate.

e. Provide Franchisee with the equipment, furniture, and other items provided for in Exhibit "A". (Freight, handling, installation and taxes are in addition to equipment purchase price).

f. Assist Franchisee, if requested, with advice in obtaining leasing or financing of the equipment, furniture and other items provided for in Exhibit "A."

g. Provide Franchisee with the initial inventory of proprietary items, and paper inventory.

h. Train two people at Franchisor's international training facility located in Mission Viejo, California, for 6 days.

i) All such training will be provided at no extra charge to Franchisee, and includes transportation and lodging (1 room, continental breakfast and lunch) for the two trainees during the entire training period.

ii) While attending the formal training program, the two trainees will be furnished, without additional cost, operating manuals, bookkeeping records, report forms, and sales forms.

iii) The Franchisor may provide training for additional personnel beyond the 2 initial trainees and would be charged $2,000 per person for the respective training fee offered and payable prior to attending additional training.

iv) Franchisee shall pay all transportation, lodging, and other expenses incurred by the additional trainees.

i. Provide a qualified opening and training representative(s) for 5 days on site at the Center to give additional on-site training to Franchisee and his or her employees.

j. Franchisor also provides Franchisee an opening promotional program designed to create local awareness of the opening of Franchisee's new Sir Speedy Center; Franchisor will:

i) Provide Franchisee with a New Center Marketing Program designed to help Franchisee grow sales.

ii) Provide Franchisee with a digital mailing list of potential business customers, including address and phone number.

iii) Assist Franchisee in the installation of said mailing list in Franchisee's computer and implementing a direct mail program.

iv) Assist Franchisee in the design and implementation of Franchisee's direct mail program and how to maintain the list following the opening promotional program.

v) Assist Franchisee in establishing a telemarketing program to follow up the direct mailings and to set up appointments following the opening promotional program.

vi) Provide Franchisee with promotional materials.

k. Provide Franchisee with an experienced digital training consultant who will work with Franchisee for 3 days on site.

l. Provide Franchisee with an experienced sales trainer who will work with Franchisee, for 3 days on outside sales.

m. Provide Franchisee with Franchisor's proprietary Brand Standards and Operations Manual and periodic updates, which have been prepared in furthering the success of the Sir Speedy Network, which is achieved by local, regional, national and international goodwill resulting from consistency in quantity and quality of Sir Speedy products and services and the high standards of professionalism, cleanliness and organization customers expect to encounter in every Sir Speedy Center. The manual and updates contain trade secrets and confidential information and shall remain the sole property of Franchisor. Franchisee shall not directly or indirectly acquire any property rights, copyrights, or goodwill in the manuals or updates at any time and Franchisee covenants not to reveal the contents of the manuals or updates to any unauthorized person.

n. Franchisor is not contractually required to provide any specific services beyond those that have been itemized above. Franchisor does provide on-going services to Franchisees. As of the date of this Franchise Agreement, the ongoing services provided include, but are not necessarily limited to, the following:

i) Periodic consulting and assistance by field representatives;

ii) Toll-free customer support lines for telephone consulting;

iii) Periodic marketing materials and assistance;

iv) Periodic seminars, webinars, regional meetings and an annual convention;

v) Monthly communication;

vi) Advice and information about new developments in printing, reproduction, graphic design, digital networking and electronic transferring of information;

vii) Ability to retrieve archived webinars and other information through the BMSS Knowledge Hub; and

viii) Our website: www.sirspeedy.com.

It must be understood by Franchisee that services and methods of providing service and communication are ever changing, and that current services may be changed or terminated. In addition, it must be understood by Franchisee that Franchisor is not obligated to perform these services up to an individual Franchisee's specific perceived level of satisfaction, but based on Franchisor's experience, knowledge and judgment and program availability. Franchisee further acknowledges that its failure to maintain adequate books and records and monthly financial statements will have a direct adverse impact on Franchisor's ability to render adequate consultation, analysis, and advice concerning Franchisee's operations.

4. OBLIGATIONS AND DUTIES OF FRANCHISEE

Upon signing this Agreement, Franchisee hereby undertakes and agrees to the following:

a. Acknowledge and recognize Franchisor's interest in, and exclusive right to, the Sir Speedy System and its distinguishing characteristics. Franchisee agrees neither to infringe upon, use or imitate the System or any of its distinguishing characteristics, except under written agreement from Franchisor, and Franchisee does accept this Franchise subject to the covenants and conditions, and agrees to conduct operations of the Sir Speedy System at its franchised location and hold the business out to the public only as a Sir Speedy Center, in accordance with the terms and conditions of this Agreement and the guidelines contained in the Brand Standards and Operations Manual. Franchisee agrees that the Sir Speedy Center phone numbers, customer lists and customer information is created, generated and obtained for Franchisor and through the goodwill of Franchisor and is deemed a trade secret and proprietary information of Franchisor, and such information shall be remitted to Franchisor upon request.

b. Execute a site lease within 30 days of Franchisor approving a site, Franchisee shall take possession of and open the Center for business no later than 180 days after signing a site lease.

c. Attend and successfully complete Franchisor's initial training session before opening or taking over the Center. Franchisee understands that while Franchisor's training program will provide Franchisee with the fundamental knowledge necessary to operate a Sir Speedy Center, Franchisee cannot expect success unless he or she devotes his or her best personal efforts to the business and exercises sound business judgment in dealing with customers, suppliers and employees.

Additionally, prior to opening and operating the Sir Speedy Center, Franchisee is required to obtain and display an owner/operator sign that clearly identifies and represents the Sir Speedy Center in the marketplace as an independently owned and operated business to its employees and customers.

d. Offer to accept payment from customers by way of MasterCard, Visa and American Express credit cards from customers. Franchisee shall become affiliated with these credit card associations before opening the Sir Speedy Center.

e. Maintain a high moral and ethical standard in the operation and conduct of Franchisee's Center so as to create and maintain goodwill among the public for the Sir Speedy Network.

f. Train, supervise, and evaluate the performance of Franchisee's employees to insure that each renders competent and efficient service and to send new, untrained managers to Sir Speedy University when Franchisee is not the predominant on-site manager.

g. Follow Franchisor's general recommendations as to the format and nature of advertising. Franchisee shall be responsible for all the costs of local marketing and advertising. Franchisor shall have final approval on all advertising to be utilized by Franchisee.

h. Provide electronic file-transfer capabilities for customers through www.sirspeedy.com. Franchisee is also required to be connected to the BMSS and to have high speed access to the internet through a local service provider. Franchisee must use only Franchisor approved URL address and must cease using any URL address which in Franchisor's sole opinion causes, or may cause, confusion among Franchisees, or be misleading or misrepresentative to the origin of the services, even if such URL was previously approved by Franchisor.

i. Not engage, directly or indirectly, within a 100-mile radius of the franchised location, or within an existing Sir Speedy Franchisee's territory, during the term of this Agreement in the ownership or operation, as a shareholder, through agents, affiliates or otherwise in any business which is the same or substantially similar to the business covered or contemplated in this

Agreement, except as a Sir Speedy Center. The previous shall not preclude the ownership of stock in a company whose shares are traded publicly. Franchisee agrees that Franchisor shall be entitled to an injunction against such action from any appropriate State or Federal Court. If for any reason, a court of competent jurisdiction finds any provision of this paragraph unreasonable in duration or geographic scope, such provision shall be confined to such time and geographic scope as said court deems proper.

j. Not conduct any business, either directly or indirectly, through affiliates or otherwise, other than that of the Sir Speedy Center at the franchised location or at any approved relocation throughout the term of this Agreement, without the written approval of Franchisor, which shall not be unreasonably withheld. Franchisee may not operate the Sir Speedy Center without the Sir Speedy name, or under a different name, and agrees that such action will cause irreparable harm to Franchisor and the Sir Speedy network with confusion to the customers, the general public and the other Sir Speedy owners. Franchisee agrees that Franchisor shall be entitled to an injunction against such action from any appropriate State or Federal Court.

k. Observe the rules of operation as now established by Franchisor and as provided in the Sir Speedy Brand Standards and Operations Manual and any changes to those rules that may be necessary in recognition of new technology and changing experiences in digital and graphic design, printing and reproduction. Franchisee shall obtain and maintain the initial equipment package and required copier/printers (or such replacements, upgrades and additional equipment), furniture, fixtures and inventory at the franchised location sufficient to continuously operate the Sir Speedy Center in accordance with the terms of this Agreement.

l. Franchisee shall use its best efforts to develop Franchisee’s territory by regularly soliciting customers and potential customers.

m. Submit yearly Balance Sheets and Profit and Loss Statements to Franchisor within 60 days of the close of Franchisee’s fiscal year. Franchisee recognizes the need for an adequate accounting system that complies with generally accepted accounting principles and complies with the chart of accounts established by Franchisor. Franchisee must have an accounting service, which shall prepare monthly financial statements for Franchisee.

n. Allow Franchisor’s authorized agents to enter the Sir Speedy Center upon reasonable notice, at reasonable times during regular business hours, to inspect Franchisee’s business operations and the services being performed. Franchisee agrees that Franchisor may require Franchisee to repair, replace, repaint, or refinish any part of the interior or exterior of Franchisee’s Center in order to maintain the appearance consistent with Franchisor’s image, and Franchisee agrees to comply with such requirements as required by Franchisor.

o. Observe and comply with Franchisor’s standards of quality for all services and products at Franchisor’s Sir Speedy Center at all times during the term of this Agreement. Franchisor’s System, products, services, operations, training, trademarks and/or service marks may be upgraded, improved, refined, changed, deleted or altered from time to time. Franchisee expressly agrees to implement any such changes when necessary, within the time period specified for all Franchisees and at Franchisee’s expense, in order to maintain the uniformity and integrity of Franchisor’s System. Franchisee shall be responsible for all costs and expenses associated with operating the Sir Speedy Center.

p. Submit copies of Weekly Sales and Transmittal Reports to Franchisor showing the Franchisee's Gross Sales level. The weekly report shall be faxed to Franchisor on or before Wednesday of each week, for the previous week's operations. The Continuing Franchise Fees and Advertising Fees must be paid automatically by draft or electronic funds transfer through special arrangements with Franchisee's bank. Franchisee agrees to submit appropriate banking information to Franchisor upon request. Franchisee will be charged $250 for any drafts returned due to non-sufficient funds. Should Franchisor in the future adopt an electronic data polling system covering such items such as, itemized sales categories, sales volume, customer, and product type, Franchisee agrees to participate in such system. Franchisee agrees to pay interest at the California Judgment rate on all monies not paid within 10 days of the due date. If Franchisee fails to submit weekly sales and transmittal reports, Franchisor shall have the authority to determine the estimated amount of unpaid Continuing Franchise Fees based on previous week's sales and transmittal reports submitted by Franchisee or any other information where Franchisee has failed to submit the required reports as provided herein and Franchisee shall pay such estimated amount. However, Franchisee shall also be liable for the actual amount owed, plus interest thereon if the actual amount exceeds the estimated amount. Should a collection agency be retained by Franchisor to enforce collection of fees owed, Franchisee shall be responsible for all collection agency fees.

Franchisee shall keep adequate records and books of account from which there may be readily determined the information required in the reports to be filed with Franchisor and such books and records shall be open for inspection and copying by Franchisor, or its agents, at reasonable times during business hours. This information shall include all accounting records and books, customer files, sales and purchase records, IRS Schedule C (Business Income), IRS corporate tax returns, state income tax returns and sales tax records. Such information shall be submitted by Franchisee to Franchisor upon request. Franchisee shall submit the electronic data files from estimating software which contain all customer data to Franchisor annually, if requested. Franchisor, or its designee, may audit Franchisee's business records upon 3 days' notice and during normal business hours. Should an audit disclose a 2% or more deficiency between the gross sales reported to Franchisor and the actual amount determined by the audit, Franchisee shall immediately pay the Continuing Franchise Fees and Advertising Fees due on the amount of the discrepancy, plus interest. If the discrepancy exceeds 2% of the amount reported, Franchisee shall also pay the actual costs of the audit.

q. Continuously operate a Sir Speedy Center at the designated location throughout the term of this Agreement, except if prevented by acts of God or other causes beyond the control of Franchisee. The Franchisor recommends, as a minimum, the days and hours of the day the Center should be open for business to the public namely, from 8:00 A.M. to 5:00 P.M., excluding Saturday and Sunday.

r. Maintain and keep in force for the mutual benefit of Franchisor and Franchisee all forms of necessary business insurance including general public liability insurance limits of not less than $1,000,000 per occurrence, and $100,000 property damage, and glass insurance if required by the lease of the premises. All such policies shall name Franchisor as an additional named insured covering public liability. Franchisee shall cause to be furnished to Franchisor a certificate of insurance on the subject policies and endorsements. Franchisee will promptly pay all premiums on those policies as and when they become due and payable. Franchisee will cause insurer to include Franchisor as a party to be noticed concerning cancellation, expiration, or renewal of all such policies. Franchisee shall assume sole and entire responsibility and indemnify and save harmless Franchisor for any and all claims, liability, responsibility and damage, or any costs or expenses by reason of any loss of life or injury or claimed injuries to person or property that may be sustained in connection with the operation of Franchisee's business.

s. Conduct the Sir Speedy Center in strict compliance with all applicable laws, ordinances, regulations and other requirements of any federal, state, county, city, municipal or other government agency. Franchisee shall, at his own expense, obtain all necessary permits, licenses, or other consents for the operation of the Center and shall maintain in good standing all required permits and licenses.

t. Be responsible for the payment of all taxes including real estate, sales, payroll, franchise, income, personal property, and gross receipts taxes that are assessed as a result of Franchisee's operation of the Sir Speedy Center.

u. Utilize all Franchisor's marketing and promotional materials, and its other available resources and services as recommended, and attend all local roundtables and seminars conducted by Franchisor, and attend the annual international conventions. Franchisee shall also participate in all visits with field representatives of Franchisor and shall cooperate with such field representative in having available all requested information to facilitate such field visits. Franchisee shall follow all recommendations and advice given by Franchisor and its field representatives consistent with the Sir Speedy Operating System.

v. Keep the premises free of pets, young children, loud music, debris and any personal items not related to the Sir Speedy Center. All employees working in areas visible to the public are to be dressed in Sir Speedy apparel or other appropriate business dress.

w. Assist, cooperate, and execute necessary documents for the establishment of the Sir Speedy Center. Franchisee shall be available for all phases involved and shall not voluntarily or involuntarily interfere or delay performance in establishing and readying the Center for beginning operations. It shall be Franchisee's duty to exercise due diligence in readying the Center for opening and operation at the earliest possible time from the time of Franchisor's approving Franchisee and executing this Agreement, unless otherwise agreed to in writing.

5. FRANCHISED LOCATION

a. It is acknowledged that the exact address or location of the Sir Speedy Center which is the subject of this Agreement may not be determined at the time the parties enter into this Agreement, and that a Sir Speedy Territory and Location Designation Sheet will be prepared upon Franchisor's identifying the territory and approving the site location. Any change of the franchised location after that shall be made only upon the prior written approval of Franchisor. Franchisor may reasonably withhold approval of a proposed site, if relocation is outside Franchisees' territory. Any relocation of the assets comprising the Sir Speedy Center to another location, without the Sir Speedy name, is strictly prohibited, and shall not be deemed an abandonment of the franchise.

b. Providing Franchisee is not in default of this Agreement; and otherwise qualifies, Franchisee may apply for additional Sir Speedy franchises outside Franchisee's existing territory. Franchisee must submit a written request to open a Multiple Center, along with Franchisee's current personal and business financial statements. Upon approval by Franchisor, Franchisee must sign an Outside Territory Multiple Center Addendum (attached as Exhibit F-2 to this disclosure document), pay the franchise fee then being charged by Franchisor for an outside territory Multiple Center, and diligently pursue obtaining a lease and opening the additional Sir Speedy Center.

c. Providing Franchisee is not in default of this Agreement and otherwise qualifies, Franchisee may open one or more Sir Speedy Multiple Centers within Franchisee's territory upon Franchisor's prior written approval. Franchisee must submit a written request to open a Multiple Center, along with Franchisee's current personal and business financial statements, and the proposed multiple location, if known, or general area being considered for the multiple Center and the franchise fee then being charged by Franchisor for an inside territory Multiple Center. Upon Franchisor's approval of the Multiple Center request, Franchisee shall sign an Inside Territory Multiple Center Addendum (attached as Exhibit F-1 to this disclosure document) and shall diligently proceed to obtain a lease and open the Sir Speedy Center.

6. TERM OF THE AGREEMENT

The duration of this Agreement will be as follows:

a. **Initial Term**. The initial term of the franchise granted herein shall be a period of 20 years from the date this Agreement is executed by Franchisor.

b. **Renewal Options**. The Franchisee shall have the right and option, without additional costs, to renew the original term for 1 additional 20-year period provided Franchisee gives Franchisor written notice of Franchisee's election to do so not less than 6 months before the expiration of the term, subject to the following terms:

i) The Franchisor may, at its sole discretion, nullify and treat as null and void any such option if Franchisee is in material default of any provision or term of this Agreement, site lease or obligations to suppliers.

ii) Franchisee shall sign the then existing Franchise Agreement as is being used for new Franchisees at that time.

iii) Franchisee shall bring the Sir Speedy Center to appearance, equipment, and safety standards as required by Franchisor for new Franchisees at that time.

7. TERMINATION OF THE FRANCHISE

a. **Termination Causes**.

i) The Franchisor may, at its sole discretion, terminate the Franchise Agreement immediately without opportunity to cure if:

(1) Franchisee becomes insolvent or makes a general assignment for benefit of creditors; a petition in bankruptcy is filed by Franchisee or a petition is filed against Franchisee and consented to by Franchisee; Franchisee is adjudicated bankrupt; a receiver is appointed; or proceedings for composition with creditors is instituted;

(2) If Franchisee is convicted of a felony;

(3) If Franchisee knowingly maintains false books or records or submits false reports to Franchisor;

(4) If Franchisee commits fraud upon Franchisor by making a material misrepresentation on the Franchise Application or Confidential Questionnaire, which misrepresentation materially affected Franchisor's determination in accepting Franchisee's application for a Sir Speedy Franchise.

(5) Franchisor determines that Franchisee is conducting their Sir Speedy Center in a manner likely to impair the value or reputation of the Sir Speedy Network and fails to cure same within 7 days written notice from Franchisor;

ii) Franchisor may, at its sole discretion, terminate the Franchise Agreement and Franchise for these defaults for which Franchisee has not cured:

(1) Franchisee fails to acquire a site for the franchised business within 90 days of execution of this Agreement;

(2) Franchisee fails to open the franchise business within 180 days from the date of execution of this Agreement;

(3) Franchisee commits a material breach of the Franchise Agreement or materially defaults in the payment of any indebtedness to Franchisor or to Franchisee's suppliers arising out of the purchase of supplies or equipment and this default is not cured within 20 days of notice to Franchisee;

(4) Franchisee commits 3 or more defaults in payment to Franchisor within a 12 month period, even though cured within the 20 day period on each occasion;

(5) Franchisee loses possession of the franchised premises (through no fault of Franchisee) and fails to open for business at a new Franchisor-approved location within 90 days after that; or abandons the franchise location and such abandonment remains uncured for 7 days after notice by Franchisor (abandonment is defined to include instances where Franchisee allows his or her Center to remain closed to the public for more than 7 consecutive days, and such closing is not beyond the control of Franchisee and/or without consent of Franchisor). It shall not be considered abandonment if Franchisee transfers or relocates the assets of the Sir Speedy Center without the Sir Speedy name or changes the name of the Sir Speedy Center and continues the business. In such case, Franchisor may obtain injunctive relief in an appropriate Court, or elect to hold Franchisee responsible for wrongful repudiation of the Franchise Agreement. Closing or abandoning your franchise business is a breach of contract, entitling the Franchisor to damages for the remainder of the contract term.

LAWS APPLYING TO FRANCHISES OF THE STATE WHERE THE CENTER IS LOCATED MAY DIFFER FROM THIS AGREEMENT REGARDING DEFAULT, CURE TIME, NON-RENEWAL, AND CAUSE FOR TERMINATION. Should any term of this Agreement be contrary to judicially determined public policy or be considered void or inconsistent with the franchise laws of state wherein Franchisee's Center is located, then any term or portion thereof so void and any inconsistency shall be construed and governed by that state's law to the extent so void or inconsistent.

PROCEDURES FOR A FRANCHISEE TO CLOSE THE BUSINESS

iii) A Franchisee may terminate the Franchise Agreement by giving Sir Speedy, Inc. at least 60 days' notice of the following:

(1) Franchisee's agreement to assist in the orderly transfer of Franchisee's current customer list, including names, addresses and phone numbers (must sign a Telephone Number Transfer Authorization Agreement), customer's original artwork and art files, work-in-process, and any work order to be completed, (including items in electronic medium) to a nearby Sir Speedy Center, if available, or other agreed upon disposition;

(2) Franchisee's agreement to Franchisor's designated disposition of all Franchisee's supply of forms, invoices, letterheads, proprietary advertising, promotional materials, proprietary software, and all manuals and other items containing Sir Speedy's trade name, trademarks, service marks, and logos;

(3) Franchisee's agreement (and paperwork completion) regarding transferring or disconnecting the Sir Speedy business telephone number; Franchisee to remain obligated for all charges through the transfer/referral date;

(4) A written statement concerning Franchisee's intent to vacate the franchised location or Franchisee's intent to utilize the premises for a different business other than a printing or copying business;

(5) A written statement concerning Franchisee's intent for himself, his spouse, any partner, and any family member involved with the Center for more than one (1) year not to be in any manner involved with any business providing services similar to a Sir Speedy within a one hundred (100) mile radius of the franchised location or any Sir Speedy location for a period of one (1) year;

(6) A written statement concerning Franchisee's intent regarding the equipment, furniture and fixtures of the Center, it being expressly understood that said equipment, furniture and fixtures shall not be sold or given to a third party who intends to (or proceeds to) own, operate or be in any way involved with a printing or copying business <u>at the franchised location</u>, (except as a Sir Speedy);

(7) All amounts owing to Sir Speedy, Inc. through the date of closing will be paid by the closing date (must be timely paid to obtain termination of the franchise agreement).

(8) Franchisee's agreement to (and completion of) de-identification of the premises of the Sir Speedy name and logos, including removal of all interior and exterior signs, window and wall graphics by the effective closing date.

(9) Return the PageFlex "Dongle" software key, if any, lent to Franchisee's center, or transfer to another Sir Speedy Center as directed.

Upon Sir Speedy, Inc.'s receipt of all the above items, Sir Speedy, Inc. will terminate the Franchise Agreement, it being understood that should any of the covenants in Sections 4, 5 and 6 above be violated, then Sir Speedy, Inc. may utilize its remedies under the Franchise Agreement as if the Franchise Agreement were not terminated.

Where notice of default and demand for performance is not given when and to the extent required, failure to give such notice or demand shall not be a waiver of any other term hereof.

There are no other terms of this Agreement providing a right to Franchisee to terminate. If Franchisee takes any action to terminate this Agreement or to convert Franchisee's Sir Speedy Center to another business at the same or different location, then such action by Franchisee shall be deemed a wrongful repudiation of the Franchise Agreement and Franchisee shall continue to be obligated to Franchisor for all anticipated and estimated fees due until such time as this Agreement expires.

b. **Effect of Termination or Expiration**. Upon termination, for any reason, or upon expiration of this Agreement, all Franchisee's rights shall terminate; Franchisee shall cease to use any trademarks, service marks, copyrights or other trade secrets. Franchisee shall remove all items, graphics, signs and other material bearing the aforesaid marks identifying Franchisee as being associated with Franchisor or its System; shall cease to use and shall return to Franchisor all proprietary information, "operations manuals", advertising and marketing materials, and all other manuals and instruction materials owned by Franchisor as described in other sections of this Agreement whether written or in electronic form. Franchisee shall turn over to Franchisor all customer lists and information, customer art files and work in process. Should Franchisee fail to voluntarily comply with this section upon demand, Franchisor is authorized to enter the premises without notice and physically remove all signs, emblems, markings, displays, manuals, and other items bearing Franchisor's trademarks and trade secrets at Franchisee's expense.

Internet: Upon termination or expiration of this Agreement, Franchisee shall cease all internet use of the Sir Speedy name, including removing all URLs with the words "Sir Speedy" and shall cease to have access to the BMSS and any other proprietary intranet or proprietary software or internet related sirspeedy.com and Sir Speedy programs, services, materials, etc. Franchisee is required to terminate the use of and close business listing and/or online directory accounts, including, but not limited to, Google Adwords, Google+, Google My Business, Google Places for Business, Google Maps, Yahoo, Bing, LinkedIn, Mapquest, Yelp, Merchant Circle, Yellow Pages, Yellowbook, YP, Superpages, Whitepages, DexKnows, Manta, Local.com, Angie's List, Foursquare, Citysearch, and Facebook.

Telephone Service: Upon or before the effective date of termination for any reason, or expiration of the Franchise, all telephone and other directory advertising shall be canceled. Further, all telephone and fax line number(s) servicing the Center shall be disconnected without referral, or at the discretion of Franchisor, transferred or referred to any other Sir Speedy Center. Upon expiration or termination of this Agreement, Franchisor shall have the absolute right to notify the telephone company and all listing agencies of the termination of Franchisee's right to use all telephone numbers and all classified and other directory listings under the "Sir Speedy" name and to authorize the telephone company and all listing agencies to transfer to Franchisor or to any other Sir Speedy Center all telephone numbers and directory listings for Franchisee's business. Franchisee acknowledges that Franchisor has the absolute right and interest in and to all telephone numbers and directory listings associated with the Sir Speedy name and Franchisee agrees to cooperate and execute any documentation necessary to effect said disconnection, transfer, or referral. Franchisor is hereby appointed as Franchisee's irrevocable Attorney in Fact to effect same in name of Franchisee and Franchisee hereby holds the telephone company harmless from acting on this Power of Attorney, which shall supersede any subsequent instructions by Franchisee. This Agreement is evidence of the exclusive rights of Franchisor to such telephone numbers and directory listings and this Agreement shall constitute the authority for the telephone company to transfer the telephone numbers and directory listings as directed by Franchisor. Franchisee shall not use the telephone number(s) at any time after expiration or termination of this Agreement.

Obligations to Franchisor: Upon termination of the Franchise for any reason, or upon expiration of this Agreement, Franchisee shall immediately pay all monies due Franchisor, pay all note obligations to Franchisor, if any, whether matured or not, and pay off any equipment lease which was obtained through Franchisor's leasing sources in which Franchisor is guarantor, or do all things necessary to cause Franchisor to be released as guarantor, if applicable.

Notification to Suppliers and Customers: Upon termination for any reason, or upon expiration, Franchisee shall immediately notify all suppliers and customers that as of the date of termination/expiration of the Agreement, Franchisee is no longer associated with Franchisor and the Sir Speedy Network. Copies of this notice will be provided to Sir Speedy. Upon termination or expiration, Franchisee shall provide Franchisor with a list of all such suppliers and customers and shall cooperate in an orderly transfer of the customer files and customer list to the nearby Sir Speedy (or as directed by Franchisor). Franchisor shall have the right to notify such suppliers and customers and/or verify that such notification has been given by Franchisee.

c. **Operating Limitation**. In the event of termination of the Franchise by Franchisor, Franchisee shall not be associated directly or indirectly as employee, proprietor, stockholder (other than a publicly traded company), partner, agent, officer, director or consultant with the operation of any business which is the same or substantially similar to the business covered by this Agreement (except with a Sir Speedy Center), within a radius of 5 miles of the subject Center or of any Sir Speedy Center for a period of two (2) years from the date Franchisee has complied with all of the above requirements upon termination. For a period of two (2) years from the date of termination, Franchisee shall not solicit, or cause anyone to solicit business from or make any contact with, the former Sir Speedy Center's customers, and not interfere with existing employees of Sir Speedy businesses or Franchisor. Franchisor shall have the right to enforce this provision by way of obtaining an injunction against Franchisee in the state the Center is located. It is agreed that this provision shall specifically survive the termination of the Franchise Agreement, and the rejection of the Franchise Agreement in any bankruptcy proceeding. Franchisee shall be responsible to pay Franchisor Continuing Franchise Fees and other damages during any period of violation of this section.

d. **Site Lease**. Upon termination for any reason, or expiration, Franchisor may, at its sole discretion, but shall not be required to, take over and assume the balance of Franchisee's site lease, including taking over possession of the premises. Franchisor shall not record any such assumption of the Site Lease against the real estate. In such case, should Franchisee fail to voluntarily surrender the premises to Franchisor, Franchisor shall have the right to evict Franchisee. Franchisor may also locate a new Franchisee in the location.

8. TRANSFER BY FRANCHISEE

This Agreement shall inure to the benefit of Franchisor, its legal successors and assigns, and any transfer of Franchisee's interest shall be subject to the following:

a. The Franchisee shall not, without Franchisor's prior written consent which will not be unreasonably withheld, voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, convey to any person, firm or corporation, or encumber any portion of his interest in this Agreement, and/or in the franchise granted hereby, or in the assets of the business, or in any location lease, or offer to do so, or permit the same. Any purported transfer without Franchisor's consent shall constitute a material default and shall be null and void.

b. Anything herein to the contrary notwithstanding:

i) If Franchisee receives and desires to accept from a third person a bona fide written offer to purchase the Sir Speedy Center, Franchisor shall have the option, exercisable within 30 days after written notice and receipt of a copy of such complete offer, to purchase the Sir Speedy Center, including any location lease, on the same terms and conditions as offered by said third party. If any such third person is of good character, reputation and financial condition, then Franchisee's Sir Speedy Center may be transferred to such person if Franchisor does not exercise its option (subject to the following provisions of this Section 8).

ii) If Franchisee dies, his personal representative may sell and assign his interest herein (or if Franchisee is or shall then be a corporation and its controlling stockholder dies, Franchisee's personal representative may sell Franchisee's shares) only with the Franchisor's prior written consent to sale or assignment, which consent will not be unreasonably withheld or delayed. The qualified person must conform to Franchisor's training requirements and assume Franchisee's obligations. This qualified person must be of good character and reputation and economic stability, from whom a bona fide offer to purchase has been received. Franchisor shall have the right and option to acquire the decedent's interest in this Agreement and any location lease at the offered price with the option to be exercised within 30 days after Franchisor is notified in writing of said bona fide offer.

c. Consent to a transfer otherwise permitted may reasonably be refused by Franchisor unless transferee meets those standards of qualification as expected of all Franchisees purchasing a new Sir Speedy Franchise; all of Franchisee's debts and obligations owing to Franchisor including Continuing Franchise Fee and Advertising Fees, are paid before or concurrently with the transfer; Franchisee or the transferee bring the Center up to the current standards of appearance, equipment and safety requirements as required by Franchisor. Franchisee, before the effectiveness of the transfer shall pay to Franchisor a transfer fee of $10,000 and Franchisee shall enter into a Transfer Release Agreement attached as Exhibit "H" to this disclosure document with Franchisor. The transfer fee is waived in the event the Sir Speedy Center is transferred to a member of Franchisee's immediate family who has actively participated in the operations and management of the Center. Franchisee consents to Franchisor releasing any information concerning the Center to the buyer (new Franchisee) which Franchisee has reported to Franchisor.

Should a Franchise broker, with whom Franchisor has a contract to sell <u>new</u> franchises, approach Franchisee with a prospective buyer, Franchisee shall be responsible for all broker fees or commissions relating to the sale or transfer of their Sir Speedy Center.

d. Upon compliance with the above requirements of a transfer, Franchisor and the transferee shall enter into a new Franchise Agreement upon the then current standard form being offered by Franchisor to new Franchisees and the old Franchise Agreement will be deemed terminated subject to all post-termination obligations.

e. A transfer may be made to a corporation, without a transfer fee, subject to the above conditions; however, Franchisee shall remain the legal and beneficial owner of at least 51% of all the shares of stock of such corporation during the term and/or renewal term of this Agreement, shall personally guarantee the franchise obligations of the corporation and shall remain jointly liable along with the corporation. Further, the names and home addresses of any proposed shareholders, along with the percentage and amount of shares transferred shall be forwarded to Franchisor in writing. Franchisor may approve or disapprove a proposed shareholder, any disapproval shall be based upon reasonable consideration. Any transferee of shares or other interest shall be bound by this Franchise Agreement as though they had signed individually. All stock certificates shall include a legend setting forth these restrictions in order to effect a binding restriction on transferability in accordance with the corporate law of the state in which the corporation is formed. Any such transfer to a corporation shall be effected on forms required by Franchisor. Franchisee may not transfer the assets of the business to a corporation without the prior consent of Franchisor, and any purported transfer shall be a violation of the Franchise Agreement; Franchisor may elect to hold such corporation jointly responsible with Franchisee for the obligations under this Franchise Agreement, as if such corporation originally signed the Franchise Agreement, jointly with Franchisee.

f. In any transfer or proposed transfer, in this Section 8, Franchisee shall indemnify and hold Franchisor harmless from any and all actions, causes of action, liabilities, losses, costs, expenses and fees, incurred by Franchisor as a result of any action or inaction, or any misrepresentations made by Franchisee to the transferee or proposed transferee in connection with the transfer or proposed transfer of the Sir Speedy Center. This indemnification shall survive the termination or cancellation of this Agreement.

g. It is agreed and understood that any attempted transfer of only the assets and/or the phone numbers of the franchised business without the approved transfer of the franchise itself, as defined herein, is strictly prohibited and may be voided. Such action may be treated by Franchisor, in its sole discretion, as a wrongful repudiation of the Franchise Agreement by Franchisee, entitling Franchisor to damages which are hereby agreed upon as the amount of the anticipated and estimated Continuing Franchise Fees for the remaining term of the Franchise Agreement by utilizing the current Continuing Franchise Fee as a base. Alternatively, Franchisor shall have the right to void the purported transfer by way of injunction or restraining order in a State or Federal Court where the Center is located.

9. MISCELLANEOUS

The parties further agree as follows:

a. **Independence of Franchisee**. Franchisee is, and shall be at all times during the term of this Agreement, an independent contractor and not an agent or employee of Franchisor. The Franchisee is not a partner or joint venturer with Franchisor. Franchisee is solely responsible for the day-to-day control of Franchisee’s Center. Neither Franchisee nor any of Franchisee’s employees are in any way, directly or indirectly, expressly or by implication, to be construed to be

Franchisor's employees or personnel for any purpose. Franchisee is solely responsible for all terms of employment of Franchisee's employees and personnel. Any requirements, restrictions or specifications which Franchisee is required to comply with under this Agreement, whether set forth in the Brand Standards and Operations Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that Franchisor controls any aspect or element of the day-to-day operations of the Center, which Franchisee alone controls, but only constitute standards Franchisee must adhere to when exercising Franchisee's control of the day-to-day operations of Franchisee's Center. Franchisee shall indemnify and hold Franchisor harmless from any and all claims, suits, fines, demands, or actions of any kind arising out of or in connection with Franchisee's Sir Speedy Center, including any joint employer liability issues.

b. **Trade Names and Marks/Trade Secrets**. Franchisee expressly agrees and acknowledges that all aspects of the Sir Speedy System are trade secrets and that the name "Sir Speedy" together with all other trade names, trademarks, service marks, logos, color schemes, designs, layouts, décor, phrases, descriptive tag lines, technical bulletins, memoranda, administrative bulletins, operations and other manuals, all marketing materials, and customer lists, whether in written or electronic form, are and shall remain the sole property of Sir Speedy, Inc., and that they have substantial value. Franchisee shall not at any time put into issue or contest, either directly or indirectly, the ownership of the aforementioned, nor commit any act which interferes with Franchisor's registration of its trademarks, service marks and copyrights with any local state or federal agency. Franchisee shall use Franchisor's marks in all advertising, promoting, and selling Sir Speedy services and products at the franchised location, but only in Franchisor-approved manners. However, this right of Franchisee's use is no more than a privilege coupled with an interest granted by this Agreement and is automatically and immediately extinguished upon termination or expiration of this Agreement. Upon expiration or termination of this Agreement and franchise granted, whether by expiration of term, default, or any other reason, Franchisee shall immediately discontinue the use and advertising of any and all trademarks, trade names, logos, phrases, descriptive tag lines, signs, color schemes, designs, layouts, décor and any other indicia of the Sir Speedy System. Further, Franchisee shall discontinue the use of any visual, audio, electronic, and printed materials originated from Sir Speedy. Franchisee shall not advertise any business as being "formerly Sir Speedy", or utilize any similar language or signage. Further, Franchisee shall promptly discontinue all Internet use and utilization of the Sir Speedy name and logos.

Franchisee agrees that in the event of any actual or suspected infringement of any trademark, trade name, or logo that is part of the Sir Speedy System, or suspected piracy of trade secrets that are a part of said System, Franchisee shall promptly report it in writing to Franchisor. Determination of whether to institute any demand, suit, or action shall be made solely by Franchisor, and if instituted, shall be instituted by and maintained at the expense of Franchisor. Franchisee agrees to be a named party in any action if so requested by Franchisor and to furnish Franchisor his or her full cooperation in such action. In the event Franchisee shall be made a party to any litigation directly concerning the use of any trademark, trade name, or logo licensed to Franchisee by Franchisor, Franchisee shall immediately notify Franchisor of such fact, at the same time forwarding to Franchisor a copy of any demand, petition, summons, complaint, or other relevant documents. Upon receipt of any such notification from Franchisee, Franchisor shall undertake the defense of any such litigation.

Trade Secrets: Franchisee agrees to keep confidential at all times all aspects of the Sir Speedy System which include, without limitation, recommended price lists and pricing data, any manual of business practices, training and educational materials, operations manuals, technical bulletins, administrative bulletins, and all additions and other material which may be made available by Franchisor in the future. All referenced material shall be deemed to be on loan to Franchisee and shall be returned to Franchisor upon termination or expiration of the Agreement or franchise. Franchisee further agrees not to copy, publish, or otherwise duplicate said materials or permit others to do so. Said materials may only be disclosed in the ordinary course of business and then only to the extent necessary to employees of Franchisee. It is understood that Franchisor shall remain the owner of the trade secrets of the System.

c. **Name of Center**. Franchisee agrees the Center herein franchised shall be named SIR SPEEDY without any suffix or prefix attached, except for a required tagline, currently is "Print / Signs / Marketing" , and will bear signs, advertising and slogans which denote that the Center is named SIR SPEEDY. A corporate or partnership Franchisee shall not use, or register with any governmental agency, any portion or all of the Sir Speedy names, logos, phrases, or slogans in its corporate or partnership name, or associate such therewith in any manner. Franchisee shall affix a sign or plaque in a conspicuous place in the Center in view of the general public indicating the following:

SIR SPEEDY FRANCHISE

Independently Licensed and Operated By

(Franchisee's legal name)

Franchisee shall use the name SIR SPEEDY on all advertising, invoices, orders, vouchers, letterheads, checks and other similar materials and shall indicate on such that Franchisee's Center is a franchise. The following phrase may be placed in close proximity to the Sir Speedy name: "An independently owned and operated franchise." The Franchisee's legal name shall not be used on these materials or in advertising, nor shall the use or association of any other name or marks be permissible.

A local fictitious name filing, if so required, shall be filed as SIR SPEEDY or SIR SPEEDY PRINT / SIGNS / MARKETING, Number (designated store number) and in no other manner. Any other form of filing or registration with a federal, state, or local agency of the Sir Speedy name or marks is strictly prohibited.

d. **Disputes/Arbitration**. Except as provided below, any controversy or claim arising out of or relating to this Franchise Agreement or the breach hereof, including a claim for emergency relief, shall be settled by arbitration with the American Arbitration Association in accordance with the Commercial Arbitration Rules then in effect. Claims stated in Section 4i, 4j, 5a, 7b, 7c, 8g, and Section 9c may alternatively be pursued in Court.

There shall be a single arbitrator who shall be an existing or former judge of a court of record within the United States or an attorney in good standing admitted to practice for a period of at least 10 years within the United States. A corporation to which an individual Franchisee has transferred some or all of the assets comprising the Sir Speedy Center shall be considered either a joint Franchisee or successor Franchisee (at Franchisor's option) and bound by this arbitration agreement. The party seeking arbitration shall institute the proceeding in Orange County, California, and such arbitration shall be held at such venue. The arbitration may proceed in the absence of either party, providing that notice of the filing of the arbitration has been sent to the other party in accordance with this Agreement.

The decision of the arbitrator shall be final and binding upon the parties, and judgment upon the award rendered by the arbitrator may be entered in and enforced by any court of competent jurisdiction. Franchisee hereby consents to California personal jurisdiction for himself and any corporation owning some or all of the assets of the Sir Speedy Center, and hereby consents to service of process by way of certified mail, return receipt requested, or by recognized courier (such as FedEx or UPS), sent to either the Sir Speedy Center location and signed by Franchisee or a duly employed employee of Franchisee, or sent to Franchisee's last known home address via certified mail, return receipt requested, or by recognized courier, or alternatively, the demand for arbitration may be served by personal service or by substitute service in accordance with California law. The parties agree that punitive damages shall not be available as a remedy for a breach of this Agreement or any dispute relating to this Agreement. The arbitration of any controversy or claim or dispute between the parties shall be conducted with regard to Franchisee only and not with regard to any collective group of franchisees or class action.

If any party initiates an action, either arbitration or court proceedings, against any other party arising out of or in connection with this Franchise Agreement, the prevailing party or parties shall be entitled from the losing party or parties, both attorney's fees and costs of the arbitration and/or suit as part of the judgment rendered, along with attorney's fees and costs incurred in enforcing any such judgment.

Notwithstanding the above, the arbitrator shall have no power or authority to diminish Franchisor's complete and exclusive right, title and interest in its patents, trademarks, service marks, trade names, copyrights and other trade secrets, or to vary the terms, condition or payments which Franchisor has designated for licensing the same.

This section 9e shall survive and remain in full force and effect subsequent to termination of this Agreement.

e. **Waiver**. No delay, waiver, omission or forbearance on the part of Franchisor to exercise any right, option or power arising out of any breach or default by Franchisee, or by any other Franchisee, of any of the terms, provisions or covenants contained herein, shall constitute a waiver by Franchisor thereof to enforce any such right, option or power as against Franchisee, or as to a subsequent breach or default by Franchisee.

Except where contrary to a specific law in Franchisee's state, written notice of any alleged default by Franchisor of this Agreement must be given by Franchisee to Franchisor within 18 months of the alleged default or Franchisee is precluded from raising such alleged default after that in any proceeding involving Franchisor or Franchisee. Franchisor and Franchisee both hereby waive the right to assert the principles of collateral estoppel in any action between them. Franchisor and Franchisee hereby waive any right to a jury trial.

f. **Severability**. Should any provision of the Agreement for any reason be construed or declared to be invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated.

g. **Right of Successors**. The Franchisor has the right to assign the Franchise Agreement and all its rights and privileges to any other person, firm, or corporation, provided that the assignee is financially responsible and economically capable of performing the obligations of Franchisor. The Assignee must also assume and agree to perform all obligations of Franchisor under the Franchise Agreement. The Franchisee's consent is not required for any such assignment.

h. **Previous Agreements and Representations**. Upon execution of this Agreement by both parties, all previous agreements, contracts, arrangements or understandings of any kind relative to the franchise herein granted are canceled and all claims and demands thereon are fully satisfied.

No agent or representative of Franchisor has authority to make any representations, statements, warranties, or agreements not herein expressed.

i. **Notice**. Whenever, under the terms of this Agreement, notice is required, the same shall be given in writing and delivered personally, or by United States certified or registered mail postage prepaid (and shall be deemed delivered three business days after notice has been sent), or by recognized Courier (such as FedEx or UPS) (and shall be deemed delivered upon notice of delivery by the Courier), or by DocuSign delivery to recipient's email address. All such notices intended for Franchisor shall be addressed to it at:

Sir Speedy, Inc./Attn: President
26722 Plaza
Mission Viejo, California 92691

or as may be designated in writing by Franchisor. Notice to Franchisee shall be directed to the Center's address.

j. **Terminology and Construction**. All terms and words used in this Agreement regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular and plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any section, paragraph or clause herein may require, as if such words had been fully and properly written in the appropriate number and gender. If Franchisee consists of two or more individuals or entities, such individuals and/or entities shall be jointly and severally liable.

k. **Entire Agreement; Modification**. The Franchise Agreement and the accompanying Franchise Disclosure Document together contain the entire Agreement of the parties and there are no representations, inducements, promises, agreements, other than those duly executed in writing. This or any other agreement of any kind or any addendum or exhibit, amending, altering or changing the context of any portion hereof, shall not be binding unless it is executed by an appropriate officer at Sir Speedy Corporate offices and by Franchisee or Franchisee's representative. Certain aspects of the franchise relationship may be affected by changes in Franchisor's Brand Standards and Operations Manual. The Franchisor may make such modifications without Franchisee's approval, so long as they are reasonable and apply uniformly to all Franchisees. Nothing in the Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.

l. **Performance, Applicable Law and Forum**. It is stipulated this Agreement has been negotiated, executed and delivered within the State of California and is to be performed at Franchisor's offices in the County of Orange, California. Except as otherwise provided for, this Agreement shall be interpreted and the rights and obligations of the parties governed in accordance with the laws of the State of California, except for Section 7c of this Agreement which shall be governed by the laws of the State where the Sir Speedy Center is located.

m. **Headings**. The headings of the paragraphs herein are inserted for convenience only and are not intended to be construed as part of the Agreement or to limit the scope of a particular paragraph.

n. **Signature**. This Agreement must be originally signed by an individual if unmarried, or if married individuals and their spouses as Franchisee, or if signed by a Corporation must be personally guaranteed by the principals and their spouses.

It is acknowledged that should an individual Franchisee subsequently transfer some or all of the assets of the Sir Speedy Center to a corporation, then Franchisee agrees that such corporation shall be considered either a joint or successor Franchisee (at Franchisor's option) to this Franchise Agreement, and shall be bound hereby, as if the corporation executed this Agreement.

o. **Warranty as to Original Document**. Franchisee hereby warrants that they have not caused any electronic modification, scanning or manipulations of the Franchise Agreement received from Franchisor and that this document is the same document received from Franchisor, and agrees that any such modifications or manipulation shall be void.

10. INDEPENDENT INVESTIGATION; NO WARRANTIES OR GUARANTEES

a. This Agreement will become effective only upon the execution of this Agreement by both you and us. Our date of execution will be considered the Effective Date of this Agreement. THIS AGREEMENT WILL NOT BE BINDING ON US UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF OURS.

ACKNOWLEDGMENT AND SIGNING

IN WITNESS WHEREOF, the parties executed this Agreement at Franchisor's corporate offices, County of Orange, State of California.

I HAVE READ THIS AGREEMENT AND ACCEPT AND AGREE TO EACH AND ALL OF THE PROVISIONS, COVENANTS, AND CONDITIONS CONTAINED IN THIS AGREEMENT.

SIGN BELOW IF YOUR FRANCHISE AGREEMENT WILL BE IN YOUR INDIVIDUAL NAMES;

FRANCHISEE(S):

	Home Address:
________________________________ Signature	________________________________
________________________________ (Print Name)	________________________________
Dated: ____________________________	Home Phone No.:____________________
	Home Address:
________________________________ Signature	________________________________
________________________________ (Print Name)	________________________________
Dated: ____________________________	Home Phone No.:____________________

SIGN BELOW IF YOUR FRANCHISE AGREEMENT WILL BE IN A CORPORATE OR LLC NAME. YOU MUST SIGN THE PERSONAL GUARANTY ON THE NEXT PAGE

FRANCHISEE:

CORPORATION or LIMITED LIABILITY COMPANY:______________________________
(Personal Guaranty Required) (Corporate Name or "TBD")

By:__________________________________ Dated: ________________________________

Print Name/Title:___________________________________

By:__________________________________ Dated: ________________________________

Print Name/Title:___________________________________

FRANCHISOR:

APPROVED AND ACCEPTED FOR SIR SPEEDY, INC.

_____________________________________ Effective as of:____________________
Richard A. Lowe
President

PERSONAL GUARANTY OF FRANCHISEE

(Required if Franchisee is a Corporation or Limited Liability Company)

The undersigned, being the sole owners of the Corporation or Limited Liability Company ("LLC") ___________________________________, formed in the state of ________________ , and their spouses of the owners, hereby unconditionally guarantee the performance of said Corporation/LLC of all obligations contained in this Franchise Agreement and shall be jointly obligated, along with the Corporation/LLC, as if the undersigned were the original "Franchisees", and further agree that Sir Speedy, Inc. may enforce such obligations directly against the undersigned without first looking to the Corporation/LLC.

This Guaranty is given in connection with the Franchise Agreement and any other documents executed in connection with the Franchise Agreement including, without limitation, any amendments, addendums, extensions and renewals to the Franchise Agreement (whether entered into now, previously or in the future), relating to the Sir Speedy franchise operated pursuant to the Franchise Agreement (the "Obligations").

______________________________ Signature	______________________________ Home Address
______________________________ (Print Name)	______________________________
______________________________ Signature of Spouse	______________________________ Home Phone Number
______________________________ (Print Spouse's Name)	Date: ______________________________
______________________________ Signature	______________________________ Home Address
______________________________ (Print Name)	______________________________
______________________________ Signature of Spouse	______________________________ Home Phone Number
______________________________ (Print Spouse's Name)	Date: ______________________________

EXHIBIT "A"
of the
Franchise Agreement

SIR SPEEDY PRINTING CENTER PACKAGE

QTY	ITEM	
	ADMINISTRATIVE, POINT OF SALE, OFFICE EQUIPMENT AND SOFTWARE	
1	Owner's Desktop or Laptop Computer	*
1	CSR/POS Master Workstation Computer	*
2	Microsoft Office Suite for CSR & Owner's Computers	*
1	PrintersPlan Pricing Program (PagePath)	*
1	PlanProphet – Single User	*
1	Bookkeeping Software – Single User	*
1	Multifunction Printer w/Network	
	PREPRESS AND GRAPHICS	
1	Apple Imac 27" Graphics computer	*
2	Font management software Mac and Windows	*
1	Microsoft Windows capability on the iMac	*
1	Adobe Creative Suite Standard Mac	*
1	Microsoft Office SBE Suite Windows	*
1	Netgear ReadyNAS File Server	*
1	Cloud Backup Service	*
2	Broadband VPN Router	
1	Netgear 24-port gigabit switch	
3	UPS power supply	
1	Pitstop Pro	
1	Quite Imposing Plus	
	DIGITAL PRODUCTION DEVICES	
1	Ricoh 8200 (production b/w copier with OHCF); LEASE $725/MO 48 months	
1	Ricoh 7220 (production color copier/printer, controller, OHCF); LEASE $1,288/MO 48 months	
	LARGE FORMAT PRINTING	
1	HP 700 latex printer (Big Deal Dealers) LEASE $450/MO 48 months	
1	Onyx RIP Postershop (Big Deal Dealers)	
1	Desktop PC Computer for Onyx Postershop (Contact HP for compatibility specifications)	
1	65" Royal Sovereign heat assist laminator (Grimco)	
1	Grommet machine and #3 Kit (RNR)	
1	Fletcher-Terry table top cutter (Grimco)	
1	Graphtec plotter/cutter (Grimco)	
	BINDERY, FINISHING AND MATERIAL HANDLING	
1	Challenge single-spindle drill (Print Finishing Solutions)	
1	Duplo 920 friction feed folder (Duplo)	

SIR SPEEDY PRINTING CENTER PACKAGE

QTY	ITEM		
1	HD7700 Power Punch w/die plus HD4170 coil inserter (SW Plastics)		
1	Unibind U625 perfect and case binder (Unibind)		
1	Challenge padding system (Print Finishing Solutions)		
1	Shrinkwrapper (Pack-All)		
1	Sparco Convertible Hand Truck (Lindy)		
1	Rapid 106 Electric Stapler (Print Finishing Solutions)		
1	iCreaser (Count)		
	MAILING AND SHIPPING		
1	Cloud-based Mailing Software (Lorton Data) (Cost per usage)	*	
1	Tabber (Pitney Bowes W350)		
	FIXTURES AND FURNITURE		
1	Reception Area Fixtures		
5	Paper storage racks		
5	Stationary metal worktables		
1	Large Format finishing table		
1	Production boards		
3	Desk/task chairs	Footnote 4	
2	Graphics department desks / task chairs	Footnote 4	
2	Front counter chairs	Footnote 4	
1	Logo Floor Mat (LogoMats)		
	SIGNAGE AND DÉCOR		
	Exterior Lighted Sign (Where Appropriate)	Footnote 1	
	Vinyl window graphics & wall striping (IDP Group)	Footnote 2	
4	Framed Lobby Displays: Product & Services Listings	Footnote 3	
	TOTAL EQUIPMENT PACKAGE		**$70,527**
	***= COMPUTER HARDWARE AND SOFTWARE INCLUDED IN THE $70,527**		**$10,690**

THE ABOVE PRICE DOES NOT INCLUDE FREIGHT, HANDLING, INSTALLATION OR SALES TAX.

The price of the package will be based on the cost of the items in effect <u>at the time the merchandise is ordered.</u> You will be sent a revised invoice should it be necessary.

<u>Footnotes</u>:

1. Where Location allows exterior sign(s), Franchisee to purchase locally.
2. Interior & exterior graphics to be in T&O; cannot be leased or repossessed.
3. Cost is for framing components only; franchisee to print graphics on large format inkjet; also in T&O.
4. In-center desks and chairs are to be purchased locally.

Specified vendor-named items may be replaced by similar items of a different manufacturer, or by a different model for the same manufacture.

The undersigned does hereby acknowledge receipt of this addendum.

FRANCHISEE:

Dated:___________________________

By: _____________________________
Print Name and Title

By: _____________________________
Print Name and Title

FRANCHISOR:
SIR SPEEDY, INC.

Dated:___________________________

By: _____________________________
Richard A. Lowe
President

EXHIBIT "B"
of the
Franchise Agreement

GROSS SALES, CONTINUING FRANCHISE FEE AND REBATE

1. **Continuing Franchise Fee**

Franchisee is required to pay to Franchisor a Continuing Franchise Fee of 4% of Franchisee's gross weekly sales for the first 12 months the Center is in operation and 6% of Franchisee's gross weekly sales, after that, for the duration of the Agreement. Such Continuing Franchise Fees shall be paid weekly via automatic draft or electronic transfer from Franchisee's checking account, based on the reports required by Section 4q hereof, which shall be faxed to Franchisor, no later than Wednesday following the week for which the payment is due. The weekly period shall extend from Monday through the following Sunday. "Gross sales" as used in this Agreement shall mean the total revenues derived by cash or charge sales of merchandise or services, or otherwise (which shall include the retail value of trade-outs or bartering of services or products), or revenues from any source arising out of the operation of such Center, including all revenues from brokered sales, deducting therefrom all returns, refunds and allowances, if any, and any sales or excise taxes which are separately stated and which Franchisee may be required to and does collect from customers and pay to any federal, state or local taxing authority. Franchisor may charge interest at the California Judgment rate on all monies due Franchisor and not paid within 10 days from the due date. Where Franchisee has failed to remit the appropriate transmittal reports, Franchisor is authorized to estimate amounts due based on prior reports or any other relevant information. However, Franchisee remains liable for the actual Continuing Franchise Fees due if more than the estimated amounts.

2. **Rebate of Certain Continuing Franchise Fees**

Franchisor will compute the Continuing Franchise Fees due from Franchisee, based on the gross sales of each quarter of a calendar year (hereinafter called "designated quarter") according to the Rebate Schedule below and will remit to Franchisee a cash rebate for the difference between Continuing Franchise Fees paid and computed Continuing Franchise Fees per Schedule where applicable, but only if Franchisee has qualified for such rebate by having fully complied with all provisions governing qualifications for cash rebates. The rebate shall not be in effect the first twelve months the Center is in operation, or changes ownership.

3. **Qualifications for Rebates**

a. Franchisee shall have complied on a complete and timely basis with all provisions of Section 1 above pertaining to the payment of Continuing Franchise Fees during the designated quarter of a calendar year.

b. Franchisee shall have submitted all required reports and payments including the Transmittal Sheets. Franchisor must be in receipt of any required items within 15 days after the completion of each weekly period.

c. In order to fairly substantiate gross volumes, Franchisee shall have submitted to Franchisor a copy of Franchisee's State or Political Subdivision Sales Tax Report where required by such taxing authority for the quarter immediately preceding the quarter for which the rebate is being calculated. Franchisor must be in receipt of the above-referenced Franchisee's State Sales Tax Report within 15 days following the last day of the designated quarter of a calendar year. Franchisor will require a profit and loss statement for the preceding quarter, certified by Franchisee. Franchisor reserves the right to audit books, records and tax returns of Franchisee.

d. Franchisor shall not grant or pay rebates if Franchisee is delinquent in any monetary obligations to Franchisor, which include but are not limited to, Advertising Fees, notes, or any monetary obligations under which Franchisor is guarantor or bears ultimate responsibility for the payment thereof.

e. Franchisor shall issue such rebates, where applicable, to Franchisee on or before the last day of the month following the end of each designated quarter.

f. The amount of quarterly gross sales figures upon which rebates are applicable shall be adjusted at the expiration of each calendar year to reflect increases in the cost of living. The adjustment, if any, shall be calculated on the basis of the Los Angeles-Riverside-Orange County All-Items Consumer Price Index (the "Index"), or the U.S. City Average All-Items Consumer Price Index, All Urban Consumers, whichever is higher, published by the Bureau of Labor Statistics of the United States Department of Labor. Any such adjustment of the quarterly gross sales schedule will be rounded to the nearest $250. Each year a new Rebate Schedule shall be applicable for the ensuing year.

REBATE SCHEDULE FOR 2024

Quarterly Gross Sales	Required Continuing Franchise Fee Rate	Effective Rate For Sale Range After Rebate
$0 to $285,250	6%	6%
$285,251 to $380,000	6%	5%
$380,001 to $475,000	6%	4%
$475,001 to $617,500	6%	3%
$617,501 and up	6%	2%

FRANCHISEE:

Dated:__________________________ By: ____
Print Name and Title
By: ____
Print Name and Title

FRANCHISOR: SIR SPEEDY, INC.

Effective as of:___________________ By:____
Richard A. Lowe, President

EXHIBIT "E"

MULTI-STATE ADDENDUM
TO
DISCLOSURE DOCUMENT
AND
FRANCHISE AGREEMENT

EXHIBIT "E"

MULTI-STATE ADDENDUM TO DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

The following states have laws that override the provisions stated in this Disclosure Document and the Franchise Agreement: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

California

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRULAR.

Item 3 of the Disclosure Document: Neither the Franchisor, nor any person identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities exchange Act of 1934, 15 U.S.C.A.78a et seq., suspending or expelling such persons from membership in that association or exchange.

Covenant Not to Compete
Item 9 Disclosure Document; Section 7 Franchise Agreement

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

Termination of the Franchise
Item 17 Disclosure Document; Section 7 Franchise Agreement

California Business and Professions Code Sections 20000 through 20043 provide rights to the Franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The franchise agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation prior to a solicitation of a proposed material modification of an existing franchise.

The franchise agreement requires binding arbitration. The arbitration will occur in Orange County, California, with the costs being borne by the prevailing party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and Federal laws (such as Business and Professions Code Section 20040.5, Code of Civic Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

The financial performance representation does (do) not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or former franchisees, listed in the franchise disclosure document, may be one source of this information.

Website

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Hawaii

Effect of Termination by Franchisor
Item 17 Disclosure Document; Section 7 Franchise Agreement

As to comply with Section 482E-6(3), Hawaii Revised Statutes: Upon termination or refusal to renew the franchise, the Franchisee shall be compensated for the fair market value, at the time of the termination or expiration of the franchise, of the Franchisee's inventory, supplies, equipment and furnishings purchased from the Franchisor or a supplier designated by the Franchisor; provided that personalized materials which have no value to the Franchisor need not be compensated for. If the Franchisor refuses to renew a franchise for the purpose of converting the Franchisee's business to one owned and operated by the Franchisor, the Franchisor, in addition to the remedies provided in this paragraph, shall compensate the Franchisee for the loss of goodwill. The Franchisor may deduct from such compensation reasonable costs incurred in removing, transporting and disposing of the Franchisee's inventory, supplies, equipment, and furnishings in this requirement, and may offset from such compensation any moneys due the Franchisor.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Illinois

Performance, Applicable Law and Forum/Disputes/Arbitration
Item 17 Disclosure Document; Section 9 Franchise Agreement

Section 4 of the Illinois Franchise Disclosure Act states that "any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of this state is void with respect to any cause of action which otherwise is enforceable in this state, provided that a Franchise Agreement may provide for arbitration in a forum outside of this state." Section 41 of the Act provides choice of law provisions that would require the application of any laws of the state of Illinois. You cannot waive any of your rights given to you by the State of Illinois.

Termination of the Franchise
Item 17 Disclosure Document; Section 7 Franchise Agreement

The conditions under which your franchise can be terminated and your rights upon non-renewal may be affected by Illinois law, ILCS 815, paragraphs 705/19 and 705/20.
Independent Investigation
Section 10 Franchise Agreement

The words “Franchisee acknowledges” shall be deleted from every paragraph.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Indiana

Obligations and Duties of Franchisor; Territory; Operating Limitation, Remedies, Venue, Waiver, Indemnification
Items 12 and 17 Disclosure Document; Section 3, 4, 8 and 9 Franchise Agreement

Indiana Code Sections 23-2-2.7-1(2) and 23-2-2.7-2(4), state that the Franchisor is prohibited from operating a substantially identical business to that of the Franchisee’s within the Franchisee’s territory regardless of trade name. Indiana Code Sections 23-2-2.7-10(10) and 23-2-2-27-1(5), state that the reservation of right to injunctive relief or any specified remedy, limitation of the remedies available to either party, stipulation as to forum or venue and waiver or release of any rights with regard to the Franchise Agreement are prohibited. Further, the post-termination covenant not to compete is limited by IC 23-2-2.7-1(9). Further, indemnification by the Franchisee shall exclude any indemnification for liability caused by the Franchisee’s proper reliance on or use of procedures or materials provided by the Franchisor or caused by Franchisor’s negligence. Further, references to family members in Section 7(a) III (7) of the Franchise Agreement shall be eliminated.

Termination
Item 17.r. Disclosure Document; 7.c. Franchise Agreement

The post-termination covenant not to compete complies with the limitations stated in Indiana Code Section IC 23-2-2.7(9).

Obligations and Duties of Franchisee; Transfer by Franchisee; Miscellaneous
Section 4(i), 4(j), 8(g), 8(h), 9 (m)

The reservation of right to injunctive relief or any specified remedy, limitation of the remedies available to either party, and stipulation as to appropriate forum or venue are prohibited in Indiana Code Section 23-2-2.7-1(10). Further, the waiver or release of any rights with regard to the Franchise Agreement is prohibited in Indiana Code Section 23-2-2.7-1(5).

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Maryland

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the Franchise Agreement and Disclosure Document of Sir Speedy, Inc., shall be modified as follows:

Renewal, Termination, Transfer and Dispute Resolution
Item 17 Disclosure Document; Section 6, 7, and 8 Franchise Agreement

The general required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Previous Agreements and Representations, Section 9i Franchise Agreement
Independent Investigation, Section 10 Franchise Agreement
Acknowledgement, Section 11 Franchise Agreement

All representations requiring prospective franchisees to assent to a release, estoppels or waiver of liability are not intended to nor shall they act as a release, estoppels or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure law.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Arbitration
Item 17 Disclosure Document; Section 9 Franchise Agreement

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Renewal, Termination, Transfer and Dispute Resolution
Item 17 Disclosure Document

The provision in the Franchise Agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

FRANCHISEE:

Date:__________________________ By:____

By:____

FRANCHISOR:
SIR SPEEDY, INC.

Date:__________________________ By:____
Richard A. Lowe, President

Michigan

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

a. A prohibition on the right of a franchisee to join an association of franchisees.

b. A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

c. A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

d. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

e. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

f. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

g. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

h. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, no does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

i. A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to:

State of Michigan, Dept. of Attorney General
Consumer Protection Division
Franchise and Antitrust Unit
PO Box 30213
Lansing, MI 48909 (517) 373-7117

Minnesota

Renewal of the Franchise
Item 17 Disclosure Document; Section 6 Franchise Agreement

The Franchise Agreement gives the Franchisee the right to renew the franchise for one 20 year term by giving written notification to the Franchisor not less than 180 days prior to the expiration of the current term.

Termination of the Franchise
Item 17 Disclosure Document; Section 7 Franchise Agreement

The Franchisor may terminate or cancel this Agreement and the franchise if (i) Franchisee is given written notice setting forth all the reasons for the termination or cancellation at least 180 days in advance of termination or cancellation, and (ii) the Franchisee fails to correct the reasons stated for termination or cancellation in the notice within 60 days of receipt of this notice; except that the notice is effective immediately upon receipt where the alleged grounds for termination or cancellation are: (1) Voluntary abandonment of the franchise relationship; (2) the conviction of the Franchisee of an offense directly related to the business conducted in accordance with the franchise; or (3) failure to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the Franchisor's trade name, trademark, service mark, logotype or other commercial symbol after the Franchisee has received written notice to cure of at least 24 hours in advance thereof.

Franchisor may not terminate or cancel a franchise except for good cause. "Good Cause" means failure by Franchisee to substantially comply with the material and reasonable franchise requirements imposed by the Franchisor including, but not limited to: (1) the bankruptcy or insolvency of the Franchisee; (2) assignment for the benefit of creditors or similar description of the assets of the franchise business; (3) voluntary abandonment of the franchise business; (4) Conviction or a plea of guilty or no contest to a charge of violating any law relating to the franchise business; or (5) any act by or conduct of the Franchisee which materially impairs the goodwill associated with the Franchisor's trademark, trade name, service mark, logotype or other commercial symbol.

With respect to franchises governed by Minnesota law, the Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds, 3, 4 and 5 which require, except in certain specified cases, that a Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non renewal of the franchise agreement.

This section shall not in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes 1984, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota.

Arbitration
Item 17 Disclosure Document; Section 9 Franchise Agreement

The Franchise Agreement provides for arbitration in accordance with the rules of the American Arbitration Association, which shall be held in the county or city of the franchise location, State of Minnesota.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

New York

1. The following information is added to the cover page of the Franchise Disclosure Document:

   INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT G OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

   Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

North Dakota

Item 5, Initial Fees

The North Dakota State Securities Commissioner requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

Addendum to North Dakota Disclosure Document and Franchise Agreement.

The Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota Franchisees (Section 51-19-09 of the North Dakota Century Code):

Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisees' business.

Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

Liquidated Damages and Termination Penalties: Requiring North Dakota Franchisees to consent to liquidated damages or termination penalties.

Applicable Laws: Franchise agreements which specify that they are to be governed by the laws of a state other than North Dakota.

Waiver of Rights: waiver of jury trial, waiver of exemplary and punitive damages, and waiver of rights apart from civil liability as stated in section 51-19-12 N.D.C.C., which is limited to violations of North Dakota Investment Law (registration and fraud).

To the extent such provisions appear in the Franchise Agreement, they are unenforceable under North Dakota Law.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Rhode Island

Performance, Applicable Law and Forum/Disputes/Arbitration
Item 17 Disclosure Document; Sections 9.e. and 9.m. Franchise Agreement

§19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

South Dakota

Termination of the Franchise
Item 17 Disclosure Document; Section 7 Franchise Agreement

Franchisee commits a material breach of the Franchise Agreement; or materially defaults in the payment of any indebtedness to the Franchisor, or Franchisee's suppliers arising out of the purchase of the supplies or equipment and this default is not cured within 30 days of notice to Franchisor.

Covenant Not to Compete
Item 9 Disclosure Document; Section 7 Franchise Agreement

Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota.

Disputes/Arbitration
Section 9.e. Franchise Agreement

Any provision that provides that the parties' waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages or any provision that provides that parties' waive their right to a jury trial may not be enforceable under South Dakota law.

Transfer by Franchisee
Section 8.h. Franchise Agreement

SDCL 53-9-5 voids liquidated damages provisions from contracts unless it would be impractical or extremely difficult to fix actual damages.

Arbitration/Performance, Applicable Law and Forum
Item 17 Disclosure Document; Section 9.e. and 9.m. Franchise Agreement

The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the state of South Dakota; but as to contractual and all other matters, this agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement and interpretation under the governing law of California.

Any provision in the franchise agreement and/or development agreement restricting jurisdiction or venue to a forum outside of South Dakota or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Virginia

Termination of the Franchise
Section 7 Franchise Agreement

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for the franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Washington

This addendum may also be used as a rider to the Franchise Disclosure Document. This addendum to the Franchise Agreement shall amend the Franchise Agreement and related documents.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The franchisor [uses/may use] the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this ________ day of __________________________, 20_______.

_________________________________	_________________________________
FRANCHISOR	FRANCHISEE

Wisconsin

Termination of the Franchise
Item 17 Disclosure Document; Section 7 Franchise Agreement

The laws of the various states may differ regarding notice periods, time to cure defaults, causes for non-renewal, and causes whereby Franchisor may terminate. Franchisor shall comply with the requirements of the state in which Franchisee's Center is located in that event. (See Item 7, Page 13, of the Franchise Agreement). The Wisconsin Fair Dealership Law, Chapter 135, Wis. Stats., supersedes any provision of the franchise contract or agreement if such provisions are in conflict with the law.

Each provision of these Addenda to the Disclosure Document and Franchise Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the respective state's laws are met independently, without reference to these Addendum to the Disclosure Document or Franchise Agreement.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The undersigned does hereby acknowledge receipt of this addendum.

FRANCHISEE:

Date**:** ______________________ **By:** ____

____
Printed Name

FRANCHISOR:

Date: ______________________ SIR SPEEDY, INC.

By: ____
Richard A. Lowe, President

EXHIBIT “F-1”

[INSIDE TERRITORY]
MULTIPLE CENTER ADDENDUM

ORIGINAL CENTER #
MULTIPLE CENTER #

EXHIBIT “F-1”
INSIDE TERRITORY
MULTIPLE CENTER ADDENDUM

This addendum is for the Franchise Agreement dated ____________________ between Sir Speedy, Inc., a California corporation (“Franchisor”) and ______________________________________ (“Franchisee”).

WHEREAS, both parties wish to clarify the requirements of opening and operating a Sir Speedy Multiple Center location within the Franchisee’s existing defined territory.

NOW, THEREFORE, both parties agree as follows as it pertains to the Multiple Center location.

1. Sections 2.a., 2.b. and 3 of the original Franchise Agreement shall not apply to the establishment of the Multiple Center, except for Section 3.a. (territory).

2. The franchise fee is $1,000, is nonrefundable, and is due upon application. There shall be no training, start-up or inventory fees.

3. The equipment descriptions and prices in the original Franchise Agreement shall not be applicable. The required equipment will include at least a convenience copier, a computer with Laser Printer, a mid-volume/high speed copier, internet connected computer, point of sales system, and a FAX machine. Current standard Sir Speedy signage and window graphics are required. The lobby area will include the current build-out being recommended by Sir Speedy, including wall graphics and build-out per the Sir Speedy Image and Specifications Manual. Franchisee shall furnish the Multiple Center location at Franchisee’s expense with all necessary equipment, furniture, fixtures, supplies and inventory. Franchisee may purchase such items from Franchisor at the then current price.

4. Attendance at Sir Speedy University is required for any new untrained manager for the Multiple Center location, at Franchisee’s expense.

5. The advertising and royalty fees will be recorded at the same rates as stated in the original Franchise Agreement.

6. Sales records for the Multiple Center must be kept separately and not combined with the original Sir Speedy Center.

7. The Multiple Center can only be resold in conjunction with the sale of the Franchisee's original Sir Speedy Center since both centers are located within the same territory, unless otherwise agreed by the parties.

8. The Multiple Center location must offer to the public all the services offered at a Sir Speedy Printing Center.

9. Section 6.a. of the original Franchise Agreement is hereby modified to read “The initial term shall be coterminous for Sir Speedy Center #_____ and Sir Speedy Center #_____ and shall expire ten (10) years after the last Sir Speedy Center opens for business as provided in this Agreement”.

Except as modified herein, all terms of Franchisee’s original Franchise Agreement shall apply to the Multiple Center.

FRANCHISEE:

Dated: _____________________ By: ____

By: ____

FRANCHISOR: SIR SPEEDY, INC.

Dated: _____________________ By: ____
Richard A. Lowe, President

ORIGINAL CENTER #
MULTIPLE CENTER #

EXHIBIT "F-2"
OUTSIDE TERRITORY
MULTIPLE CENTER ADDENDUM

This addendum is for the Franchise Agreement dated ____________________ between Sir Speedy, Inc., a California corporation ("Franchisor") and ____ ("Franchisee").

WHEREAS, both parties wish to clarify the requirements of opening and operating an additional Sir Speedy Center location.

NOW, THEREFORE, both parties agree as follows to amend the original Franchise Agreement for the Multiple Center location.

1. Sections 2.a., 2.b. and 3 of the original Franchise Agreement shall not apply to the establishment of the Multiple Center, except for Section 3.a. (territory).

2. The franchise fee is $7,500, is nonrefundable, and is due upon application. There shall be no training, start-up or inventory fees.

3. The total basic equipment package shall not be required. Franchisee shall furnish the Multiple Center at Franchisee's expense with all necessary equipment, furniture, fixtures, supplies and inventory. Franchisee may purchase such items from Franchisor at currently existing prices. The required equipment will include at least a convenience copier, a computer with Laser Printer, a mid-volume/high speed copier, internet connected computer, point of sales system, and a FAX machine. Current standard Sir Speedy signage and window graphics are required. The lobby area will include the current build-out being recommended by Sir Speedy, including wall graphics and build-out per the Sir Speedy Image and Specifications Manual.

4. Attendance at Sir Speedy University is required for any new untrained manager for the Multiple Center location, at Franchisee's expense.

5. The advertising and royalty fees will be recorded at the same rates as stated in the original Franchise Agreement.

6. Sales records for the Multiple Center must be kept separately and not combined with the original Sir Speedy Center.

7. The Multiple Center location must offer to the public all the services offered at a Sir Speedy Printing Center.

8. Section 6.a. of the original Franchise Agreement is hereby modified to read "The initial term shall be coterminous for Sir Speedy Center #_____ and Sir Speedy Center #_____ and shall expire ten (10) years after the last Sir Speedy Center opens for business as provided in this Agreement"`

.

Except as modified herein, all terms of the Franchise Agreement shall remain as originally written.

FRANCHISEE:

Dated: _____________________ By: ____

By: ____

FRANCHISOR: SIR SPEEDY, INC.

Dated: _____________________ By: ____
Richard A. Lowe, President

EXHIBIT "G"

STATE FRANCHISE ADMINISTRATORS

EXHIBIT "G"
STATE FRANCHISE ADMINISTRATORS

California:

Department of Financial Protection & Innovation (DFPI)
320 W. 4th St., Ste. 750
Los Angeles, CA 90013-2344
(213) 576-7500 or Toll Free (866) 275-2677

Hawaii:

Commissioner of Securities,
Dept. of Commerce and Consumer Affairs, Business Registration Div.,
Securities Compliance Branch
335 Merchant St., Rm. 205
Honolulu, HI 96813-2921
(808) 586-2722

Illinois:

Office of the Attorney General
Franchise Division
500 S. 2nd St.
Springfield, IL 62701-1771
(217) 782-4465

Indiana:

Indiana Securities Division
Franchise Section
302 W. Washington St., Rm. E111
Indianapolis, IN 46204-2738
(317) 232-6681

Maryland:

Office of the Attorney General
Division of Securities
200 Saint Paul Pl.
Baltimore, MD 21202-2020
(410) 576-6360

Michigan:

Michigan Attorney General
Consumer Protection Division
P.O. Box 30213
Lansing, MI 48909-7713
(517) 373-7117

Minnesota:

Commissioner of Commerce
85 7th Pl. E., Ste. 280
Saint Paul, MN 55101-3165
(651) 539-1638

New York:

Office of New York Attorney General
Investor Protection Bureau
Franchise Section
28 Liberty St., 21st. Flr.
New York, NY 10005-1495
(212) 416-8222

North Dakota:

Securities Department
600 E. Boulevard Ave., 5th. Flr.
Bismarck, ND 58505-0510
(701) 328-4712

Rhode Island:

Dept. of Business Regulations
Division of Securities
1511 Pontiac Ave., Bldg. 69-1
Cranston, RI 02920-4407
(401) 462-9527

South Dakota:

Dept. of Labor and Regulation
Division of Insurance - Securities Regulation
124 S. Euclid Ave., Suite 104
Pierre, SD 57501-3171
(605) 773-3563

Virginia:

State Corporation Commission
Div. of Securities & Retail Franchising
1300 E. Main St., 9th Flr.
Richmond, VA 23219-3630
(804) 371-9051

Washington:

Dept. of Financial Institutions
Securities Division
150 Israel Rd. SW
Tumwater, WA 98501-6456
(360) 902-8760

Wisconsin:

Department of Financial Institutions
Securities Division
4822 Madison Yards Way, North Tower
Madison, WI 53705-9100
(608) 266-8557

EXHIBIT “H”

TRANSFER RELEASE AGREEMENT

EXHIBIT "H"

TRANSFER RELEASE AGREEMENT

This Agreement is entered into by and between Sir Speedy, Inc., a California corporation, ("SIR SPEEDY") and ______________________ ("FRANCHISEE") with reference to the following facts:

A. WHEREAS, SIR SPEEDY and FRANCHISEE entered into a Franchise Agreement dated ________________whereby FRANCHISEE is authorized to own and operate Sir Speedy Center #________ currently located at ___________________ ("Franchise Agreement"); and

B. WHEREAS, FRANCHISEE wishes to sell FRANCHISEE'S Sir Speedy Center and desires for Franchisor to consent to the transaction and SIR SPEEDY desires to consent to such transfer upon the terms and conditions below; and

C. WHEREAS, SIR SPEEDY and FRANCHISEE desire to mutually terminate their franchise relationship upon the sale of FRANCHISEE'S Sir Speedy Center and, except as provided for below, to mutually release one another from any presently-existing disputes or claims between them, whether known to them or not, and any other disputes or claims which the parties have or could have asserted against one another at any time in the past, or at any time in the future.

NOW THEREFORE, in consideration of the covenants and promises each to the other made herein, the parties agree as follows:

1. SIR SPEEDY hereby consents to the transfer by FRANCHISEE of Sir Speedy Center # __________ to ___________________________________ (buyer) and upon the consummation of the transfer, the Franchise Agreement shall be deemed mutually terminated, subject to all of Franchisee's obligations through the termination date and post-termination covenants and obligations under the Franchise Agreement.

2. Upon the consummation of the sale of the Sir Speedy Center, SIR SPEEDY, on the one hand and FRANCHISEE, on the other, and subject to the obligations in section 1 above, hereby mutually release and forever discharge each other and all of each other's respective heirs, executors, administrators, affiliates, officers, directors, employees, representatives, agents, consultants, successors, assigns and attorneys, of and from any and all claims, demands, actions, causes of action, liabilities, losses, expenses, costs and fees of whatsoever kind, nature or description, whether known or unknown, which now exist or which may hereafter arise, based on, relating to, or in connection with any matter between the parties, including but not limited to: (a) the performance, non-performance, breach, enforceability or validity of any provision of the Franchise Agreement and any other agreement between the parties; (b) any and all activities of FRANCHISEE or SIR SPEEDY relating to FRANCHISEE'S Speedy Printing Center; (c) any statements or representations allegedly made to SIR SPEEDY by FRANCHISEE; (d) any statements or representations allegedly made to FRANCHISEE by SIR SPEEDY; and (e) any statements, acts or omissions by any person for SIR SPEEDY to FRANCHISEE their representatives or any third party relating to the purchase of FRANCHISEE'S Sir Speedy Printing Center. FRANCHISEE specifically releases SIR SPEEDY from any restriction on disclosing any and all financial information relating to FRANCHISEE'S Sir Speedy Center to the buyer and expressly authorizes such disclosures at any time. SIR SPEEDY and FRANCHISEE hereby waive any and all rights they may now or hereafter have under Section 1542 of the California Civil Code, as presently worded or as hereafter amended, (and any similar statute of any other jurisdiction) which section presently reads as follows:

> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Nothing contained in this general release shall operate to waive or release any claims arising from any breach or non-performance of this Agreement, nor of any of FRANCHISEE'S obligations through the termination date and post-termination obligations under the Franchise Agreement.

3. FRANCHISEE hereby agrees to defend and indemnify SIR SPEEDY for and against any and all losses, liabilities, costs, expenses, etc. as a result of any alleged claims of misrepresentation by FRANCHISEE to the purchaser of the Sir Speedy Center, either orally or in writing and whether meritorious or not.

4. This Agreement reflects the entire agreement of the parties, and all prior oral or written agreements, statements, and representations made by any of the parties are intended to be merged with this Agreement. All of the parties acknowledge that no other statements or representations have been made to such party by any other party concerning any matter that is the subject of this Agreement. This Agreement may be executed and exchanged in counterparts by fax or email and the faxed/emailed generated executed copies shall have the same legal force and effect for all purposes as copies bearing original signatures of the parties.

FRANCHISOR: SIR SPEEDY, INC.	FRANCHISEE:
By:_________________________________	By: _________________________________
Date:_______________________________	Date:_______________________________

EXHIBIT “I”

CONVERSION ADDENDUM

EXHIBIT "I"

SIR SPEEDY, INC.
CONVERSION ADDENDUM

This Addendum is made this _____ day of _________, 20___, by and between Sir Speedy, Inc. ("Franchisor") and ___________________________, ("Franchisee"), with respect to the following recitals.

RECITALS

WHEREAS, Franchisee currently owns and operates an independent (non-franchised) printing business (the "Existing Business") operating under the name _____________________________, located at ____________________________________ ("the Location") and desires to convert the Existing Business into a Sir Speedy center; and

WHEREAS, Franchisor and Franchisee have entered into, or are about to enter into, a Franchise Agreement ("the Franchise Agreement") for Franchisee to own and operate a Sir Speedy center located at the Location; and

Whereas Franchisor desires to consummate such a conversion, on the terms and conditions provided for herein, which terms and conditions shall supersede any conflicting provision in the Franchise Agreement.

NOWTHEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Section 2.a. of the Franchise Agreement Initial Franchise Fee and Start Up Costs, first sentence shall read: The Initial Franchise Fee is $55,000 charged in connection with this Addendum or the Franchise Agreement and will be required as a lump sum payment.

2. Section 2b of the Franchise Agreement, Equipment Package, Franchisor will work with the new franchisee to determine equipment, if any required.

3. Section 2c Continuing Franchise Fee, second sentence is replaced with: "The continuing franchise fee is 6% on all gross sales from all business of the Sir Speedy center, subject to the following schedule for graduated payments during the first four (4) years of operation under this Franchise Agreement and Addendum. Commencing the first day of the month following completion by Franchisee of initial training at Print Management University, Continuing Franchise Fees will be:

- The Continuing Franchise Fee for the first year is $6,000, payable $500 per month;
- 6% of all gross sales or $12,000 per year, whichever is less, for the second year;
- 6% of all gross sales or $24,000 per year whichever is less, for the third year;
- 6% of all gross sales or $36,000 per year, whichever is less, for the fourth year; and
- 6% for the remaining term of the Franchise Agreement and this Addendum, except as noted below in paragraph 6.

4. Section 2d Continuing Advertising Fees. It is acknowledged that the advertising fees outlined in section 2d of the Franchise Agreement shall apply on all sales to all customers, existing and new, payable weekly. It is further acknowledged that Franchisor currently has in effect a temporary ceiling for advertising fees of $200 per week, payable monthly. This ceiling may be removed, increased or lowered at any time, from year to year. Franchisor further agrees that any action taken to adjust the ceiling will apply equally across the franchise network, and, as such, that all participants in the national advertising program shall be subject to the same ceiling amounts.

5. Franchisee shall, on a weekly basis, provide the following to Franchisor: a weekly accounting of all gross sales from all business of the Sir Speedy center; and a weekly payment of the corresponding Continuing Franchise Fees and weekly advertising fees due on those sales. Franchisee shall provide such accounting, and transmittal of calculated weekly fees due, no later than the third business day following the end of each week.

6. The Rebate Schedule referenced in Exhibit B to the Franchise Agreement is inapplicable for the first four (4) years of the agreement. After that, it shall be fully applicable in years five (5) through ten (10), and shall be subject to the then-current thresholds in the Franchise Agreement and indexed up the prior 4 years.

7. Section 3 of the Franchise Agreement under Obligations and Duties of Franchisor, shall include the following: *"Award a territory for a Sir Speedy Center defined as that area within which no other Sir Speedy Franchise may be granted. It is acknowledged that the exact territory boundaries may not be determined at the time the parties enter into this Agreement, and that a Sir Speedy Territory and Location Designation Sheet will be prepared upon Franchisor's identifying the territory and approving the site location."*

8. Section 3h(iii) of the Franchise Agreement shall be modified with the addition of the following sentence: Franchisor hereby agrees to waive any additional training fee(s), as described herein, for any person or persons who, with Franchisor's prior consent, attend the initial training session.

9. Section 4a of the Franchise Agreement under Obligations and Duties of Franchisee, last sentence, shall not apply during years one (1) through three (3) of the Franchise term, but shall apply during years four (4) through ten (10) of the Franchise term (and any renewal term).

10. Section 4i of the Franchise Agreement under Obligations and Duties of Franchisee, shall read: "Provide a qualified opening and training representative(s) for a total of five (5) days within the first three months of operation under this Agreement."

11. Section 4l of the Franchise Agreement under Obligations and Duties of Franchisee, shall read: "Provide Franchisee with an experienced sales trainer who will work with Franchisee for two (2) days on outside sales within the first three months of operation under this Agreement."

12. Sections 6a and 6b of the Franchise Agreement, Initial Term, and Renewal Options, are modified to provide a ten (10) year initial term, and a ten (10) year renewal term.

13. Franchisee agrees to purchase and to have installed at Franchisee's cost, all the signage, graphics, color schemes, logos, decor, design, etc. of the look of a new Sir Speedy center and shall

have such items installed within ninety (90) days of the Effective Date of the Franchise Agreement and this Addendum. Specifics for the minimum branding of the design and décor elements is estimated to range between $5,000 and $31,000, depending on current restrictions for the Location. Higher amounts may be needed for larger spaces, to adequately outfit the location with the appropriate Sir Speedy branding.

14. The Effective Date shall be: ________________________________.

15. Except as modified herein, the terms of the Franchise Agreement shall remain as originally written. The Franchise agreement, together with this Conversion Addendum may not be modified except by a writing signed by the President of Franchisor and Franchisee.

FRANCHISOR: SIR SPEEDY, INC.	FRANCHISEE:
By:__________________________________ Richard A. Lowe, President	By: ___________________________ Print Name and Title

EXHIBIT “J”

SBA ADDENDUM

ADDENDUM RELATING TO
SIR SPEEDY, INC.
FRANCHISE AGREEMENT

THIS ADDENDUM ("Addendum") is made and entered into on ____________, 20____, by and between ______________________________ ("Franchisor"), located at _________________ and ____ ("Franchisee"), located at ______________ ____ .

Franchisor and Franchisee entered into a Franchise Agreement on _____________, 20__, (such Agreement, together with any amendments, the "Franchise Agreement"). Franchisee is applying for a loan ("Loan") from a lender in which funding is provided with the assistance of the U. S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining the SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement:

CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor's consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee franchisee.

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional renewals) for fair market value.

COVENANTS

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor may not record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees.

This Addendum automatically terminates on the earlier to occur of the following: (i) the Loan is paid in full; or (ii) SBA no longer has any interest in the Loan.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

FRANCHISOR:	FRANCHISEE:
By: ____________________________	By: ____________________________
Print Name: ________________________	Print Name: ______________________

Note to Parties: This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the franchise system must meet all SBA eligibility requirements.

STATE EFFECTIVE DATES
SIR SPEEDY, INC.

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	**Effective Date**
California	[Pending]
Illinois	[Pending]
Indiana	[Pending]
Maryland	[Pending]
Michigan	[Pending]
Minnesota	[Pending]
New York	[Pending]
North Dakota	[Pending]
Rhode Island	[Pending]
South Dakota	[Pending]
Virginia	[Pending]
Washington	[Pending]
Wisconsin	[Pending]

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plan.

EXHIBIT “K”

ITEM 23 RECEIPT

ITEM 23 RECEIPT

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully. If Sir Speedy, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant.

If Sir Speedy does not deliver this disclosure document on time, or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and your state agency listed in Exhibit "G."

We have no franchise brokers. The Franchise seller offering the franchise is located at 26722 Plaza, Mission Viejo, CA 92691, (949) 348-5000. After you return the Receipt, we may add names if you met with additional salespersons, but if we do, we will provide you with a copy of the revised Receipt.

____ Richard A. Lowe	____ Thomas Muller	____ David C. Rice
____ Don F. Lowe	____ Kelly Kimberlin	____ Sean Loranger
____ David Robidoux	____ Denise Denton	

Date of Issuance: March 29, 2024

SEE EXHIBIT "B" FOR THE NAME AND ADDRESS OF SIR SPEEDY'S REGISTERED AGENT AUTHORIZED TO RECEIVE SERVICE OF PROCESS.

I/We have received a Disclosure Document with an Effective Date as listed in the State Effective Dates page (located after the State Cover Page) at the beginning of this Franchise Disclosure Document. This Franchise Disclosure document includes the following exhibits:

A. Financial Statements
B. Agents for Service of Process
C. Brand Standards and Operations Manual Table of Contents
D. Franchise Agreement
E. Multi-State Addendum to Disclosure Document and Franchise Agreement
F-1. Multiple Center (Inside Territory) Addendum
F-2. Multiple Center (Outside Territory) Addendum
G State Franchise Administrators
H. Transfer Release Agreement
I. Conversion Addendum
J. SBA Addendum
K. Item 23 Receipt

Date Received: ______________________________

Signature of Prospective Franchisee : _______________________________________

Signature of Prospective Franchisee: _______________________________________

Please date and sign this receipt page, and then keep it for your records.

ITEM 23 RECEIPT

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully. If Sir Speedy, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant.

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J. SBA Addendum
K. Item 23 Receipt

Date Received: ______________________________

Signature of Prospective Franchisee: _______________________________________

Signature of Prospective Franchisee: _______________________________________

Please date and sign this receipt page, and then return it to: Sir Speedy, Inc., Attn: Legal Dept., 26722 Plaza, Mission Viejo, CA 92691.