

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

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**SHUTTERBUG EXPRESS®
[Bakerman Digital, Inc.]**

TO PROTECT YOU, WE'VE REQUIRED YOUR FRANCHISOR TO GIVE YOU THIS INFORMATION. WE HAVEN'T CHECKED IT, AND DON'T KNOW IF IT'S CORRECT. IT SHOULD HELP YOU MAKE UP YOUR MIND. STUDY IT CAREFULLY. WHILE IT INCLUDES SOME INFORMATION ABOUT YOUR CONTRACT, DON'T RELY ON IT ALONE TO UNDERSTAND YOUR CONTRACT. READ YOUR ENTIRE CONTRACT CAREFULLY. BUYING A FRANCHISE IS A COMPLICATED INVESTMENT. TAKE YOUR TIME TO DECIDE. IF POSSIBLE, SHOW YOUR CONTRACT AND THIS INFORMATION TO AN ADVISOR, LIKE A LAWYER OR AN ACCOUNTANT. IF YOU FIND ANYTHING YOU THINK MAY BE WRONG OR ANYTHING IMPORTANT THAT'S BEEN LEFT OUT, YOU SHOULD LET US KNOW ABOUT IT. IT MAY BE AGAINST THE LAW.

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

Effective Date: ____

Expiration Date: ____

FEDERAL TRADE COMMISSION

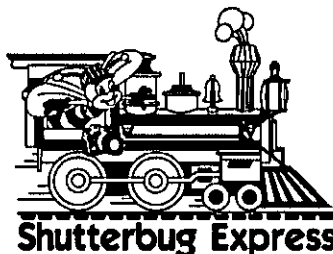
Washington, D.C.

FRANCHISE OFFERING CIRCULAR



BAKERMAN DIGITAL, Inc.

A California Corporation
 705 Lakefield Road, Building 'G'
 Westlake Village, California 91361
 (800) 606-2116



The franchise offered by Bakerman Digital, Inc. ("us, "we", or "our") is for the operation of a business that markets and sells our proprietary child identification cards, school safety programs, and specialty photographic products, under our registered trade names, "Shutterbug Express[®]", "CHIP[®]", "The Child I.D. Program[®]", "Cool School Portraits[®]", and "MVP Sports and Event Photography[®]." The Franchisee ("you") will offer our proprietary child and school safety programs, and specialty photographic products, primarily through public and private schools, and to individuals and groups that participate in youth sports and special events (the "Franchised Business").

The initial franchise fee ranges from \$10,995.00 to \$24,995.00, depending on the population size of your exclusive geographic territory, and includes all equipment and supplies reasonably necessary to start up all of our program divisions in the Franchised Business; CHIP[®] – The Child I.D. Program[®], COOL School Portraits[®], and MVP Sports and Event Photography[®]. The estimated initial investment costs for a new Franchised Business with a minimum territory of 250,000 population, range from \$10,995.00 to \$24,995.00.

If you are buying an existing Franchised Business, there is no initial franchise fee; however you must pay a \$1,500.00 transfer fee and a \$1,000.00 training fee. In addition, you may be required to purchase new or additional equipment, at a cost between \$1,000.00 and \$5,000.00, as a condition to our approval of the transfer Franchised Business to you.

Registration of this franchise by the State does not mean that the State recommends it or has verified the information in this offering circular. If you learn that anything in this offering circular is untrue, contact the Federal Trade Commission and the appropriate State agency listed in the attached Exhibit 'F'

Risk Factors:

THE FRANCHISE AGREEMENT PERMITS YOU TO SUE US OR ARBITRATE WITH US ONLY IN CALIFORNIA, VENTURA COUNTY. OUT OF STATE LITIGATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE WITH US IN CALIFORNIA, VENTURA COUNTY, THAN IN YOUR HOME STATE, OR COUNTY.

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

YOUR FAILURE TO MEET MINIMUM SALES QUOTAS BY PURCHASING REQUIRED VOLUME OF PRODUCT FROM US IS A BREACH OF THE FRANCHISE AGREEMENT AND IS GROUNDS FOR TERMINATION OF YOUR FRANCHISE. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Information comparing franchisors is available. Call the state administrators listed in Exhibit "F", or your public library for sources of information.

Effective Date:
 Expiration Date:

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