



RECREATIONAL MEMBERSHIP SERVICES \$6M

The company, headquartered in Alpharetta, Georgia, is an affinity golf membership marketing, application and network services provider. As a holding company for rollups, RMS plans to market and distribute value-added affinity membership and card payment and merchant processing services to golfers, golf courses, and travel related service providers.

Our mission is to implement a roll-up of the highly fragmented golf membership industry in North America. The plan is to evolve the RMS affinity network of golf courses into the premier provider of golf / travel membership and merchant processing services serving the North American market of 33 million golfers.

The company seeks \$6 million of funding (debt/equity). More than half of invested capital will be utilized to acquire Golf Card International (www.golfcard.com/) and Club Key Enterprises (www.clubkey.com/); the remainder will be allocated to working capital requirements. Overtime, these acquisitions will be complemented by other membership, golf reservation, golf/travel portals, and travel service companies. The pacing of acquisitions will be determined by the availability of strategic follow-on funding and internally generated cash flow.

▪ North America Market Size

- Fragmented market with numerous opportunities for organic growth and growth through rollups / industry consolidation,
- 33 million golfers, over 20,000 golf courses, rounds played over 500 million + annually,
- Four out of five golfers play public courses,
- Golfers represent affluent, attractive market segment for marketers
- Golfers spent \$87B on travel for business and pleasure

For more information on this business and/or real estate, go to next page, complete items highlighted in blue in the Confidentiality / Disclosure Agreement, and Fax to (813) 200-1215. Nelson Consulting will expedite an Executive Summary to your Email address. Note: Owner's of this business have agreed to pay fees and/or compensation to Nelson Consulting, Inc., as stated in the Agreement on the following page.



CONFIDENTIALITY / DISCLOSURE AGREEMENT

Print Legibly, Sign & Fax to (813) 200-1215

A FACSIMILE COPY OF THIS DOCUMENT SHALL SERVE AS AN ORIGINAL SIGNATURE FOR ALL PURPOSES.

INVESTMENT DESCRIPTION: RECREATIONAL MEMBERSHIP SERVICES - \$6M

Your Name: _____, **Company Name:** _____,

Telephone number: _____, **Fax Number:** _____,

E-Mail Address: _____, **Web Site:** _____,

Mailing Address: _____, herein known as

PROSPECT, acknowledges and agrees that PROSPECT approached NELSON CONSULTING, INC. (INTE MEDIARY), and that INTE MEDIARY was the first to advise them of the availability and details concerning this business investment and/or real property opportunity.

1. PROSPECT understands and agrees that all dealings concerning the opportunity above will be handled through INTE MEDIARY and that **INTE MEDIARY has entered into Agreements with owner's seeking funding in exchange for payment of fees and/or compensation.** INTE MEDIARY will furnish to PROSPECT certain proprietary information relating to the various operations, properties, personnel, financial and other matters that are non-public, confidential or proprietary in nature and are hereinafter referred to as "Proprietary Information." The Proprietary Information will be kept confidential and shall not, without the prior written consent of INTE MEDIARY, be disclosed by PROSPECT or its agents, representatives or employees, in any manner whatsoever, in whole or in part, and shall not be used by PROSPECT, its agents, representatives or employees, other than in connection with a potential investment in the opportunities described. PROSPECT shall be fully responsible for any breach of this Agreement by itself, its agents, representatives or employees. The Proprietary Information (including any copies thereof), will be returned to INTE MEDIARY immediately upon INTE MEDIARY'S request. PROSPECT agrees that it shall not retain any copies of the Proprietary Information supplied pursuant to the terms and conditions of this Agreement. 2. Any and all information provided to PROSPECT is provided for informational purposes only. INTE MEDIARY does not make any representations and/or warranties as to the accuracy of the information provided and that PROSPECT is to make his or her own independent evaluation of the opportunities described above. PROSPECT acknowledges that INTE MEDIARY has advised PROSPECT to seek independent professional advice in the review and evaluation of the information provided and that PROSPECT should seek the advice of an attorney and/or certified public accountant. 3. In the event PROSPECT discloses the availability of said designated opportunities to a third party who invest in said business without INTE MEDIARY'S assistance, then PROSPECT, in addition to the remedies specified herein, is also responsible for payment of INTE MEDIARY 'S fees and compensation which would have been paid by INTE MEDIARY'S client. 4. For two years from the date of this Agreement, PROSPECT agrees not to deal directly or indirectly with the owner's of the INTE MEDIARY'S client seeking funding without the prior written consent of INTE MEDIARY. If PROSPECT enters into an investment, sale or purchase Agreement, a management contract or other financial arrangement with a INTE MEDIARY'S client, including the lease or purchase of business premises from the INTE MEDIARY'S client, PROSPECT shall be liable for any and all damages INTE MEDIARY may suffer, including but not limited to the INTE MEDIARY'S fees and compensation agreed to by the INTE MEDIARY'S client. PROSPECT agrees and does hereby appoint INTE MEDIARY its attorney in fact to execute all documents necessary to place a lien on the PROSPECT'S and INTE MEDIARY'S client business assets to collect its fees and compensation, and this Agreement shall be the consent to do so as required by Florida Statute 475.42. 5. This Contract shall be governed by the laws of the state of Florida. Any breach of this Agreement shall result in the prevailing party being entitled to receive from the other party all of its reasonable attorney's fees, costs, and expenses incurred at both the trial and appellate levels. The parties hereby consent to personal jurisdiction and venue, for any action arising out of a breach or threatened breach of this Agreement in the Circuit Court in and for Hillsborough County, Florida. The parties hereby agree that any controversy, which may arise under this Agreement, would involve complicated and difficult factual and legal issues. Therefore, any action brought by either party, alone or in combination with others, whether arising out of this Agreement or otherwise, shall be determined by a Judge sitting without a jury. 6. The INTE MEDIARY'S client is the intended beneficiary of all covenants of PROSPECT, which benefit the INTE MEDIARY'S client, including without limitation the covenants concerning the use of information disclosed to PROSPECT, and an INTE MEDIARY'S client may bring an action to enforce such covenants. PROSPECT represents and warrants to INTE MEDIARY that PROSPECT do not represent a third party, governmental agency or competitor of the business, nor is PROSPECT employed by a competitor and the sole purpose for receiving any information regarding a business is to invest in said business. **PROSPECT acknowledges receiving a copy of this Agreement and a facsimile copy with signatures shall be considered as original.**

Prospect Internal Document ID _____

PROSPECT Signature

Signature Date

John L Nelson President

Signature Date

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