



*Business Processes, Services & Strategies for the 21<sup>st</sup> Century and Beyond*

\_\_\_\_\_  
Memorandum Number

\_\_\_\_\_  
Name

**ProVision Consultants Corporation**  
*(a Florida Corporation)*

\_\_\_\_\_  
**\$1,500,000**  
**150 Units at \$10,000 Per Unit**  
**Each Unit Consisting of a Fully Collateralized Promissory Note**  
**Paying 7% Annually**  
**Payable Monthly**  
\_\_\_\_\_

Principal Offices:  
1001 Brickell Bay Drive  
Suite 2700  
Miami, Florida 33131  
(954) 801-2294

**THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. SEE "RISK FACTORS."**

**This Confidential Private Placement Memorandum, including the materials attached hereto as Exhibits, is not publicly available, should be treated as strictly confidential and should not be reproduced or shown to any person other than your financial and legal advisors. Any distribution or reproduction of all or any part of this Confidential Private Placement Memorandum or divulgence of its contents, except as specifically set forth herein, is unauthorized.**

**The date of this Confidential Private Placement Memorandum is February 26, 2013.**

# ProVision Consultants Corporation

(a Florida Corporation)

**\$1,500,000**

**150 UNITS @ \$10,000 PER UNIT**

EACH UNIT CONSISTING OF A FULLY COLLATERALIZED PROMISSORY NOTE

PAYING 7% ANNUALLY

PAYABLE MONTHLY

ProVision Consultants Corporation (the “Company”) a Florida corporation was organized on February 20, 2013. The Company has developed key relationships with numerous service providers nationwide for the purpose of assisting commercial enterprises in lowering their overhead expenses and preparing those businesses to maximize future profitability. The Company intends to provide a no-cost comprehensive financial analysis of the clients current operations and will assist in financial planning, efficient set-up of all departments, and will set up a program for total cost recovery for any oversights in payables, tax benefits, and contract management. We will utilize our growing nationwide base of clients to attract top quality service providers to lower our clients’ monthly costs for all of their service providers. We believe that we will find an effective way to lower our clients’ overhead costs or to recover lost resources, which results in optimal operational efficiency for our clients.

We intend to seek investment capital for the purpose of achieving our operational objectives. There is no assurance, however, that we will be successful in raising the necessary capital to implement our business plan effectively.

We will accept subscriptions from certain investors who satisfy the suitability standards set forth herein, some of whom shall be accredited investors as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the “Securities Act”). We may accept subscriptions from a limited number of non-accredited investors. All funds received from subscriptions will be immediately available for use by the Company.

**AN INVESTMENT IN THE UNITS CONSISTING OF SHARES OF A COLLATERALIZED PROMISSORY NOTE INVOLVES A HIGH DEGREE OF RISK. THE UNITS SHOULD NOT BE PURCHASED BY INVESTORS WHO CANNOT AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT. SEE “RISK FACTORS”.**

**THE UNITS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THESE SECURITIES MAY NOT BE TRANSFERRED OR SOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.**

	<b>Offering Price<sup>1</sup></b>	<b>Selling Expenses of Offering<sup>2</sup></b>	<b>Proceeds to Company<sup>3</sup></b>
<b>Per Unit. . . . .</b>	\$10,000	\$400	\$9,600
<b>Total Offering. . .</b>	\$1,500,000	\$60,000	\$1,440,000

- (1) The Company may, in its sole discretion, accept or reject subscriptions for Units offered hereby. The Company reserves the right to accept subscriptions for investments less than \$10,000.
- (2) The Units will be sold by officers and employees of the Company. Neither the Company nor any of its officers and/or directors will receive any commissions or compensation for Units sold. The Company may pay commissions and/or finder’s fees of four percent (4%) of the offering price of the Units.
- (3) There is no minimum Offering requirement for sale of Units by the Company, and the Company shall have immediate access to all funds available through the sale of the Units as such funds are received. The Company may accept subscriptions and the funds associated with such subscriptions, while continuing to offer Units to other investors. The Offering expires on August 31, 2013 unless extended by the Company for an additional 180 day period.

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THE UNITS CONSISTING OF A PROMISSORY NOTE PAYING SEVEN PERCENT ANNUALLY ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WOULD BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE UNITS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT.

NO ONE IS AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM IN CONNECTION WITH THE OFFERING AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL ANY OF THE UNITS OFFERED HEREIN TO ANY PERSON IN ANY STATE IN WHICH IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION.

THE OFFERING PRICE OF THE UNITS IS NOT NECESSARILY AN ACCURATE INDICATION OF THEIR VALUE, AND BEARS NO RELATIONSHIP TO ANY ESTABLISHED CRITERIA OF VALUE SUCH AS ASSETS, NET WORTH, BOOK VALUE OR EARNINGS.

THE COMPANY SHALL MAKE AVAILABLE TO EACH INVESTOR DURING THIS OFFERING AND PRIOR TO THE SALE OF ANY UNITS, THE OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM ANY PERSON AUTHORIZED TO ACT ON BEHALF OF THE COMPANY CONCERNING ANY ASPECT OF THE INVESTMENT AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE, NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THIS MEMORANDUM. INVESTORS SHOULD NOT CONSTRUE THE CONTENTS OF THIS MEMORANDUM OR ANY COMMUNICATION, WHETHER WRITTEN OR ORAL, FROM THE COMPANY OR ITS EMPLOYEES OR AGENTS, AS LEGAL, TAX, ACCOUNTING OR OTHER EXPERT ADVICE. EACH INVESTOR SHOULD CONSULT HIS OWN COUNSEL, ACCOUNTANTS, AND OTHER PROFESSIONAL ADVISORS AS TO LEGAL, TAX, ACCOUNTING AND RELATED MATTERS CONCERNING THIS INVESTMENT.

THIS MEMORANDUM CONSTITUTES AN OFFER ONLY TO THE PERSON WHOSE NAME APPEARS ON THE COVER PAGE, AND ANY REPRODUCTION OR DISTRIBUTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DISCLOSURE OF ANY OF ITS CONTENTS TO UNAUTHORIZED PERSONS IS PROHIBITED. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN ANY JURISDICTION OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION.

NO PERSON HAS BEEN AUTHORIZED IN CONNECTION WITH THIS OFFERING TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM AND, IF GIVEN OR MADE, SUCH INFORMATION AND REPRESENTATIONS MUST NOT BE RELIED UPON.

STATEMENTS CONTAINED HEREIN AS TO THE CONTENTS OF ANY AGREEMENT OR OTHER DOCUMENTS ARE SUMMARIES AND, THEREFORE, ARE NECESSARILY SELECTIVE AND

INCOMPLETE. COPIES OF ANY DOCUMENTS REFERRED TO HEREIN MAY BE OBTAINED FROM THE COMPANY, AND ARE AVAILABLE FOR INSPECTION AT THE OFFICES OF THE COMPANY.

BY ACCEPTING THIS MEMORANDUM, THE OFFEREE AGREES NEITHER TO PERMIT ANY REPRODUCTION OR DISTRIBUTION OF ITS CONTENTS IN WHOLE OR IN PART, NOR TO DISCLOSE ANY OF ITS CONTENTS, EXCEPT TO HIS PROFESSIONAL ADVISORS IN CONNECTION WITH THIS OFFER. THE OFFEREE FURTHER AGREES TO RETURN THIS MEMORANDUM AND ALL OTHER DOCUMENTS DELIVERED IN CONNECTION WITH THE OFFERING MADE HEREBY TO THE COMPANY IF, AND PROMPTLY AFTER, THE OFFEREE DECIDES NOT TO ACCEPT THE OFFER MADE HEREBY.

EACH OFFEREE IS HEREBY GIVEN FULL AND FREE ACCESS, AS OF THE DATE HEREOF AND THROUGH THE TERM OF THE OFFERING, TO ALL BOOKS AND RECORDS OF THE COMPANY AND ALL DOCUMENTS HEREIN DESCRIBED. OFFEREEES WHO DESIRE TO EXAMINE ANY DOCUMENTS, INCLUDING, BUT NOT LIMITED TO, DOCUMENTS REFERRED TO IN THIS MEMORANDUM, AND OTHER INFORMATION CONCERNING THE COMPANY, SHOULD CONTACT THE COMPANY AT THE ADDRESS SET FORTH HEREIN.

INVESTORS AND/OR THEIR REPRESENTATIVES SHOULD REVIEW THE FOLLOWING LEGENDS REQUIRED BY CERTAIN JURISDICTIONS AND BE AWARE OF THEIR CONTENTS. PLEASE REVIEW THE FOLLOWING MATERIAL CAREFULLY TO DETERMINE WHETHER ANY OF THESE LEGENDS APPLY.

## **BLUE SKY LEGENDS**

### **NASAA UNIFORM LEGEND**

THE UNITS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE INTERESTS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY.

FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

#### **FOR CALIFORNIA RESIDENTS:**

THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF THESE SECURITIES. IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THE SECURITIES OR ANY INTEREST THEREIN OR TO RECEIVE ANY CONSIDERATION THEREFOR WITHOUT THE PRIOR CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

#### **FOR FLORIDA RESIDENTS:**

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT ("FLORIDA SECURITIES ACT") IN RELIANCE UPON EXEMPTION PROVISIONS CONTAINED THEREIN, PURSUANT TO SECTION 517.061(11)(A)(5) OF THE FLORIDA SECURITIES ACT. ANY SALE MADE PURSUANT TO SUCH EXEMPTION PROVISIONS IS VOIDABLE BY THE PURCHASER WITHIN THREE DAYS AFTER THE PURCHASER MAKES THE FIRST TENDER OF CONSIDERATION TO THE COMPANY, AN AGENT OF THE COMPANY OR AN ESCROW AGENT. A WITHDRAWAL WITHIN SUCH THREE-DAY PERIOD WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON.

TO ACCOMPLISH THIS WITHDRAWAL, A SUBSCRIBER NEED ONLY SEND A LETTER OR TELEGRAM TO THE COMPANY AT THE ADDRESS SET FORTH IN THIS MEMORANDUM, INDICATING SUCH SUBSCRIBER'S INTENTION TO WITHDRAW. SUCH LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED THIRD BUSINESS DAY. IT IS ADVISABLE TO SEND SUCH LETTER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME IT WAS MAILED. IF THE REQUEST IS MADE ORALLY, IN PERSON OR BY TELEPHONE, TO AN OFFICER OF THE COMPANY, A WRITTEN CONFIRMATION THAT THE REQUEST HAS BEEN RECEIVED SHOULD BE REQUESTED.

**FOR GEORGIA RESIDENTS:**

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES ACT OF ANY JURISDICTION BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS, IF SUCH REGISTRATION IS REQUIRED. THESE SECURITIES WILL BE ISSUED OR SOLD IN RELIANCE ON PARAGRAPH (13) OF CODE SECTION 10-5-9 OF THE GEORGIA SECURITIES ACT OF 1973, AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SUCH ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SUCH ACT.

**FOR ILLINOIS RESIDENTS:**

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECRETARY OF STATE OF ILLINOIS OR THE STATE OF ILLINOIS BASED UPON THE ACCURACY OR ADEQUACY OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

**FOR MASSACHUSETTS RESIDENTS:**

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES LAWS OF MASSACHUSETTS AND MAY NOT BE TRANSFERRED OR SOLD EXCEPT IN TRANSACTIONS WHICH ARE EXEMPT UNDER THE MASSACHUSETTS SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT.

**FOR MICHIGAN RESIDENTS:**

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD, EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION FROM REGISTRATION. INVESTORS SHOULD BE AWARE THAT THEY WOULD BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME IT WAS MAILED. SHOULD YOU MAKE THE REQUEST ORALLY, YOU SHOULD ASK FOR WRITTEN CONFIRMATION THAT YOUR REQUEST HAS BEEN RECEIVED.

**FOR NEW JERSEY RESIDENTS:**

THIS PRIVATE PLACEMENT MEMORANDUM HAS NOT BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF NEW JERSEY HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

**FOR NEW YORK RESIDENTS:**

THIS PRIVATE PLACEMENT MEMORANDUM HAS NOT BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW YORK PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

**FOR PENNSYLVANIA RESIDENTS:**

EACH PENNSYLVANIA RESIDENT WHO SUBSCRIBES FOR THE SECURITIES BEING OFFERED HEREBY AGREES NOT TO SELL THESE SECURITIES FOR A PERIOD OF 12 MONTHS AFTER THE DATE OF PURCHASE.

UNDER PROVISION OF SECTION 207(m) OF THE PENNSYLVANIA SECURITIES ACT OF 1972, EACH PENNSYLVANIA RESIDENT SHALL HAVE THE RIGHT TO WITHDRAW HIS ACCEPTANCE WITHOUT INCURRING ANY LIABILITY TO THE SELLER, UNDERWRITER (IF ANY) OR ANY OTHER PERSON, WITHIN TWO BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE COMPANY OF HIS WRITTEN BINDING CONTRACT OF PURCHASE OR IN THE CASE OF A TRANSACTION IN WHICH THERE IS NO WRITTEN BINDING CONTRACT OF PURCHASE, WITHIN TWO BUSINESS DAYS AFTER HE MAKES THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED. TO ACCOMPLISH THIS WITHDRAWAL, A SUBSCRIBER NEED ONLY SEND A LETTER OR TELEGRAM TO THE COMPANY AT THE ADDRESS SET FORTH IN THE TEXT OF THIS MEMORANDUM INDICATING HIS INTENTION TO WITHDRAW. SUCH LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED SECOND BUSINESS DAY. IT IS PRUDENT TO SEND SUCH LETTER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME WHEN IT WAS MAILED. IF THE REQUEST IS MADE ORALLY (IN PERSON OR BY TELEPHONE TO THE COMPANY AT THE NUMBER LISTED IN THE TEXT OF THIS MEMORANDUM), A WRITTEN CONFIRMATION THAT THE REQUEST HAS BEEN RECEIVED SHOULD BE REQUESTED.

**FOR TENNESSEE RESIDENTS:**

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THAT ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MIGHT BE REQUIRED TO BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.



**FOR TEXAS RESIDENTS:**

THE SECURITIES THAT ARE THE SUBJECT OF THIS PRIVATE PLACEMENT MEMORANDUM HAVE NOT BEEN REGISTERED UNDER THE TEXAS SECURITIES ACT OF 1957, OR ANY OTHER SECURITIES ACT AND MAY NOT BE RESOLD OR TRANSFERRED EXCEPT IN A TRANSACTION THAT IS EXEMPT UNDER THAT ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THAT ACT OR IN A TRANSACTION THAT IS OTHERWISE IN COMPLIANCE WITH THE ACT.

INVESTORS MAY MAKE AN INDEPENDENT EXAMINATION OF ALL BOOKS, RECORDS AND OTHER DOCUMENTS OF THE COMPANY TO THE EXTENT AN INVESTOR DEEMS IT NECESSARY, AND SHOULD NOT RELY ON THE COMPANY OR ANY OF THE COMPANY'S EMPLOYEES OR AGENTS WITH RESPECT TO JUDGMENTS RELATING TO AN INVESTMENT IN THE COMPANY. ANY OTHER DOCUMENTS OR INFORMATION CONCERNING THE COMPANY WHICH A PROSPECTIVE INVESTOR REASONABLY REQUESTS TO INSPECT OR HAVE DISCLOSED TO HIM WILL MADE AVAILABLE OR DISCLOSED SUBJECT TO RECEIPT OF REASONABLE ASSURANCES THAT SUCH MATTERS WILL BE MAINTAINED IN CONFIDENCE

**ALL STATES**

THE PRESENCE OF A LEGEND FOR ANY GIVEN STATE REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THAT STATE AND SHOULD NOT BE CONSTRUED TO MEAN AN OFFER OR SALE MAY BE MADE IN ANY PARTICULAR STATE. THIS MEMORANDUM MAY BE SUPPLEMENTED BY ADDITIONAL STATE LEGENDS. IF YOU ARE UNCERTAIN AS TO WHETHER OR NOT OFFERS OR SALES MAY BE LAWFULLY MADE IN ANY GIVEN STATE, YOU ARE ADVISED TO CONTACT THE COMPANY FOR A CURRENT LIST OF STATES IN WHICH OFFERS OR SALES MAY BE LAWFULLY MADE.

**FOR NON-UNITED STATES RESIDENTS ONLY:**

IT IS THE RESPONSIBILITY OF ANY INVESTOR WISHING TO PURCHASE THE SECURITIES TO SATISFY HIMSELF AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

**PATRIOT ACT RIDER**

THE INVESTOR HEREBY REPRESENTS AND WARRANTS THAT INVESTOR IS NOT, NOR IS IT ACTING AS AN AGENT, REPRESENTATIVE, INTERMEDIARY OR NOMINEE FOR, A PERSON IDENTIFIED ON THE LIST OF BLOCKED PERSONS MAINTAINED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPARTMENT OF TREASURY. IN ADDITION, THE INVESTOR HAS COMPLIED WITH ALL APPLICABLE U.S. LAWS, REGULATIONS, DIRECTIVES, AND EXECUTIVE ORDERS RELATING TO ANTI-MONEY LAUNDERING, INCLUDING BUT NOT LIMITED TO THE FOLLOWING LAWS: (1) THE UNITING AND STRENGTHENING AMERICA BY PROVIDING APPROPRIATE TOOLS REQUIRED TO INTERCEPT AND OBSTRUCT TERRORISM ACT OF 2001, PUBLIC LAW 107-56, AND (2) EXECUTIVE ORDER 13224 (BLOCKING PROPERTY AND PROHIBITING TRANSACTIONS WITH PERSONS WHO COMMIT, THREATEN TO COMMIT, OR SUPPORT TERRORISM) OF SEPTEMBER 23, 2001.

## IMPORTANT NOTICES TO INVESTORS

ProVision Consultants Corporation, a Florida corporation, is offering for sale 150 Units, each consisting of a \$10,000 Promissory Note paying seven percent (7%) annually (the “Units” or “Securities”). This Confidential Private Placement Memorandum (the “Memorandum”) has been prepared solely for use in connection with this offering (the “Offering”) and is furnished on a confidential basis solely for the purpose of assisting prospective investors in considering an investment in the Securities.

Under no circumstances shall this Memorandum constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Securities in any jurisdiction in which such offer, solicitation or sale would be unlawful. This Memorandum constitutes an offer only to the person to whom this Memorandum is delivered and whose name is set forth in the appropriate space on the cover page. If this Memorandum is in the possession of anyone other than such person, it is invalid and should be returned immediately to the Company.

Except where otherwise indicated, this Memorandum speaks only as of the date hereof. Neither the delivery of this Memorandum nor any sale hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since the date hereof. No persons have been authorized to make any representations other than as set forth herein and, if given or made, such representations should not be considered as authorized. In evaluating an investment in the Securities, prospective investors should rely only on the information provided in this Memorandum or any supplement to this Memorandum.

We will provide qualified prospective investors with additional information regarding the Company and this Offering as may be reasonably requested (and subject to execution of a separate confidentiality agreement, if required by the Company in its discretion). Any inquiries should be directed to:

**Edgard Lopez, CEO**  
**ProVision Consultants Corporation**  
**1001 Brickell Bay Drive**  
**Suite 2700**  
**Miami, Florida 33131**  
**(305) 503-7746**  
[EALopez@ProVisionCorporation.com](mailto:EALopez@ProVisionCorporation.com)

The Securities are being offered under Rule 506 to “accredited investors” within the meaning of Rule 501(a) of the Securities Act. Each investor will be required to make representations confirming that the investor is an accredited investor and that the investor, either directly or with such investor’s representatives, is capable of evaluating the merits and risks of an investment in the Securities and the ability to assume the economic risks involved in the investment.

The Securities have not been registered under the Securities Act, or any applicable state securities laws, nor has the SEC or any state or foreign regulatory authority passed upon the accuracy or adequacy of this Memorandum or endorsed the merits of this Offering, and any representation to the contrary is a criminal offense. The Securities are offered pursuant to exemptions provided by Section 4(2) of the Securities Act and Rule 506 of Regulation D thereunder, certain state securities laws and certain rules and regulations promulgated pursuant thereto. The Securities may not be offered, sold or otherwise transferred in the absence of an effective registration statement under the Securities Act or an opinion of counsel acceptable to the Company and its counsel that such registration is not required.

Investors will be required to represent that they are purchasing the Securities for their own account and not with a view to their resale or distribution, and to agree to certain restrictions applicable to any subsequent disposition of the Securities designed to require compliance with the Securities Act. Each Security will bear a legend to the effect that the Securities have not been registered under the Securities Act. Investors should be aware that they may be required to bear the financial risks of investment for an indefinite period of time.

The Company makes no representations as to the suitability of the Securities for legal, investment, accounting, regulatory and tax purposes or as to the ability of particular prospective investors to purchase the Securities under applicable legal and investment restrictions. Prospective investors are not to construe this Memorandum as investment, legal or tax advice including, without limitation, with respect to tax issues that may arise regarding the Securities or an investment therein. Prospective investors should consult with their own tax advisors as to any federal, state or local income or other tax consequences from such an investment. Prospective investors whose investment authority is subject to legal restrictions should consult their legal advisors to determine whether and to what extent the Securities constitute a legal investment.

The Company reserves the right, in its sole discretion and for any reason whatsoever, to modify, amend and/or withdraw all or a portion of the Offering and/or to accept or reject in whole or in part any prospective investments in the Securities or to allot to any prospective investor less than the number of Securities that such investor desires to purchase. The Company, along with its respective officers, directors, employees or agents shall have no liability whatsoever to any offeree and/or investor in the event that any of the foregoing shall occur.

**Receipt and acceptance of this Memorandum shall constitute the agreement of the recipient that (i) the recipient will hold this Memorandum and all related enclosures, documents and information in strictest confidence, (ii) this Memorandum shall not be reproduced or used for any purpose other than in connection with the consideration of the purchase of the Securities in the Offering, (iii) without the prior consent of the Company, this Memorandum will not be transmitted to or discussed with persons other than authorized representatives and advisors of those to whom it is delivered and who agree to hold the same subject to the provisions of this paragraph, (iv) the recipient will not utilize the contents hereof in any manner detrimental to the interests of the Company or its shareholders, (v) the recipient will not trade in the securities of the Company, directly or indirectly, on the basis of non-public information contained in this Memorandum or on the basis of knowledge of the Offering itself, and (vi) recipient will return this Memorandum and all related enclosures, documents and information and all copies thereof to the Company immediately upon request.**

**(Space left intentionally blank)**

## **SPECIAL NOTE REGARDING FORWARD LOOKING STATEMENTS**

This Memorandum contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements provide our current expectations or forecasts of future events. Forward-looking statements include statements about our expectations, beliefs, plans, objectives, intentions, assumptions and other statements that are not historical facts. Words or phrases such as “anticipate,” “believe,” “continue,” “ongoing,” “estimate,” “expect,” “intend,” “may,” “plan,” “potential,” “predict,” “project” or similar words or phrases, or the negatives of those words or phrases, may identify forward-looking statements, but the absence of these words does not necessarily mean that a statement is not forward-looking.

Forward-looking statements are subject to known and unknown risks and uncertainties and are based on potentially inaccurate assumptions that could cause actual results to differ materially from those expected or implied by the forward-looking statements. Our actual results could differ materially from those anticipated in forward-looking statements for many reasons, including the factors described in the section entitled “Risk Factors.” Accordingly, you should not unduly rely on these forward-looking statements, which speak only as of the date of this Memorandum.

Unless required by law, we undertake no obligation to publicly revise any forward-looking statement to reflect circumstances or events after the date of this Memorandum or to reflect the occurrence of unanticipated events.

Management cautions that these statements are qualified by their terms and/or important factors, many of which are outside of our control, involve a number of risks, uncertainties and other factors that could cause actual results and events to differ materially from the statements made, including, but not limited to, the following:

- Our ability to generate sufficient cash flow to support operating activities;
- Competition and our ability to gain a share of the marketplace;
- Our ability to reduce overhead costs for our clients;
- Our ability to penetrate the commercial market;
- The availability and cost of capital to finance our working capital needs and growth plans;
- Economic and political changes;
- Our expectations about the marketplace and consumer acceptance of our services;
- Our service development and marketing plans; and
- Our expectations regarding the growth of our business and that our business model will succeed

We do not undertake any obligation to update or revise any forward-looking statements contained in this Memorandum for any reason, even if new information becomes available or other events occur in the future.

## SUMMARY

*A summary by its very nature is incomplete. All potential investors should carefully review this entire private placement memorandum, as well as all documents attached hereto or referred to herein as well as seek independent evaluation in the project. The data presented is from the most current sources available. You should read this summary together with the entire Memorandum.*

## **ProVision Consultants Corporation**

ProVision Consultants Corporation, (the “Company”) a Florida corporation was organized on February 20, 2013. The Company intends offer all commercial enterprises (profit or not-for-profit, high volume or small) a completely risk and obligation free business physical examination for the purpose of determining whether or not anything can be done to save the client money and/or resources. The Company will focus on recovery and loss prevention as well as analysis and advocacy with service providers. Our mission is to offer solutions to save and recover clients’ resources and to help them achieve optimal operational efficiencies.

Our vision is to become a national and international broker network representing a comprehensive set of best in breed products and services. We further intend to offer our business clients with the best available pricing and terms in the industry and to provide and service providers with an unmatched market penetration and coverage.

We intend to seek investment capital for the purpose of achieving our operational objectives. There is no assurance, however, that we will be successful in raising the necessary capital to implement our business plan effectively.

The Company’s corporate offices are currently located at 1001 Brickell Bay Drive, Suite 2700, Miami, Florida 33131.

## THE OFFERING

Issuer.....	ProVision Consultants Corporation
Offering Period.....	Terminates August 31, 2013, unless extended by the Company for an additional 180 day period.
Investment Amount .....	\$10,000 minimum purchase; however, the Company may accept fractional investments.
Securities Offered .....	Fully Collateralized Promissory Note paying 7% annually, payable monthly
Offering Price .....	\$10,000 per Unit
Estimated Net Proceeds .....	\$1,440,000
Subscription Agreement .....	The Securities (Promissory Note) will be purchased pursuant to a Subscription Agreement, containing customary representations, warranties and covenants of the Company.
Risk Factors .....	This Offering involves a high degree of risk. The purchase of the Units involves a high degree of risk and should not be purchased by investors who cannot afford the loss of their entire investment. See “Risk Factors” for information to be considered in connection with any investment.
Use of Proceeds .....	General and administrative expenses, salaries, insurance costs, legal and accounting, and general working capital.

## RISK FACTORS

*This Offering involves a high degree of risk. You should carefully consider the following information about some of these risks, as well as the other information contained in this Memorandum, before you decide to invest in the Company. The following risks and uncertainties are not the only ones facing us. Additional risks and uncertainties of which we are unaware or which we believe are immaterial could also materially adversely affect our business, financial condition or results of operations. In any case, the value of the Company could decline and you could lose all or part of your investment.*

***The Company has never been profitable and may never become profitable.***

The Company may not succeed given the marketing and strategic and competitive challenges it faces. The likelihood of the success of the Company must be considered in light of the expenses, difficulties, complications, problems, delays and inherent risks frequently encountered in connection with the growth of a new business. Such risks include acceptance by users of the Company's services in an evolving and unpredictable business environment, the lack of a well-developed brand identity and the ability to bring the Company's services to market on a timely basis. The Company has generated only limited revenues to date, and there can be no assurance that the Company will be able to successfully market and sell its products and penetrate its target markets. No assurance can be given that the Company will ever generate significant revenue or become profitable.

***The Company will require additional funds in order to maintain and grow the Company's business, which may not be available when needed or, if available, on acceptable terms.***

The maintenance and growth of the Company's business will require it to expend funds in excess of the cash generated by the Company's operations. The Company's current liquidity needs are being met by raising funds through private offerings such as this one and from shareholder loans. If the Maximum Offering is raised in this offering, those funds should be sufficient to fund the Company's cash requirements for the next 12 months. However, the Company may need to raise additional funds in the future in order to fund operations, as well as to finance expansion; to develop new and enhanced services; to respond to competitive pressures. The Company cannot predict the timing and amount of any such capital requirements at this time. If the Company raises additional funds through the issuance of equity or convertible securities, shareholders may experience additional dilution and such securities may have rights, preferences, or privileges senior to those of the rights of common shareholders. There can be no assurance that the Company will be able to obtain additional financing on acceptable terms, or at all. If adequate funds are not available on acceptable terms, the Company may not be able to fund expansion, promote its services, take advantage of acquisition opportunities, develop or enhance services, or respond to competitive pressures. Additionally, the Company may be unable to fund operations and may experience defaults under certain of its contractual agreements.

***If the Company's efforts to attract a large number of clients are not successful, revenues and operating results will suffer.***

The Company's future growth depends on its ability to attract a large number of clients for its services. This in turn depends on the Company's ability to introduce strategic relationships to its clients on a purely contingent basis. As a result, the Company must continue to invest significant resources in its management team and staff in order to increase its presence in the marketplace. If the Company is unable to recover benefits and reduce losses or if the Company is unable to modify its services on a timely basis, the Company may lose clients and may fail to attract new clients.

***The loss of any of the Company's executive officers, directors and key personnel could adversely affect the Company's business.***

The Company's continued success will depend to a significant extent on the efforts and abilities of certain of its senior executive officers and directors. The loss of a senior executive officer could have a material adverse effect on the Company's business, financial condition and results of operations.

***Conflicts of Interest***

The Company's Management may now or in the future become associated with or employed by other companies which are engaged, or may become engaged, in operations similar to the operations engaged in by the Company or whose businesses will require substantial amounts of Management's time, thereby reducing the time Management can spend on the Company's business. Management intends to resolve any conflicts with respect to such operations in a manner equitable to the members of the Company, its management, and any of the Company's affiliates.

***There is no minimum Offering.***

While a maximum number of Units are being offered, no commitment exists by anyone to purchase all or any part of the Units offered hereby. The Units are being offered hereby on a "best efforts" basis by the Company with no requirement for a minimum number of Units being required to close the Offering. During the offering period, investors will not have the opportunity to have their funds returned. The proceeds shall be immediately delivered to the Company for its use. To the extent that less than all of the Units offered hereby are sold, the Company will need to adjust its planned use of the proceeds to compensate for the reduction in receipt of funds. The allocation and prioritization of uses of proceeds will be undertaken by the Company's Management in its sole discretion. (See "Use of Proceeds").



## USE OF PROCEEDS

The net proceeds to the Company from the sale of the securities offered in this Offering are estimated to be approximately \$1,440,000, after selling expenses are incurred. The Company's board of directors and management will have broad discretion over the use of the net proceeds of this Offering. Assuming the Company continues its operations as presently conducted, the Company believes that with the net proceeds of this Offering it will have sufficient working capital to meet its capital needs for at least the next twelve (12) months.

The Company expects to use the net proceeds during the twelve months following this Offering to pay costs as follows:

<b>Use of Proceeds<sup>(1)</sup></b>	<b>Amount</b>	<b>Percentage</b>
General and Administrative Expenses	\$400,000	28%
Salaries	\$500,000	35%
Insurance Costs	\$150,000	10%
Legal and Accounting	\$25,000	2%
General Working Capital	\$365,000	25%
Total	\$1,440,000	100%

(1) In the event we raise less than the \$1,440,000 offering amount, we may be required to allot funds raised differently than set forth herein.

The foregoing is based on the Company's currently proposed plans and assumptions relating to its operations. The Company believes that the proceeds of this Offering, together with projected cash flow from operations, will be sufficient to satisfy its contemplated cash requirements for at least twelve months following the consummation of this Offering. In the event that the Company's plans change due to changes in market conditions, competitive factors or new or different business opportunities that may become available in the future, its assumptions change or prove to be inaccurate or if the proceeds of this Offering prove to be insufficient to fund operations due to unanticipated expenses, technical difficulties or otherwise, the Company may find it necessary or desirable to reallocate a portion of the proceeds from the above described categories, seek additional financing or curtail its operations. There can be no assurance that additional financing will be available to the Company on commercially reasonable terms, or at all.

# BUSINESS

## Overview

ProVision Consultants Corporation, (the “Company”) a Florida corporation was organized on February 20, 2013. The Company intends offer all commercial enterprises (profit or not-for-profit, high volume or small) a completely risk and obligation free business physical examination for the purpose of determining whether or not anything can be done to save the client money and/or resources. The Company will focus on recovery and loss prevention as well as analysis and advocacy with service providers. Our mission is to offer solutions to save and recover clients’ resources and to help them achieve optimal operational efficiencies.

Our vision is to become a national and international broker network representing a comprehensive set of best in breed products and services. We further intend to offer our business clients with the best available pricing and terms in the industry and to provide and service providers with an unmatched market penetration and coverage.

In today’s difficult economic environment businesses are focused on reducing costs and finding new opportunities to gain market share. We address both of these problems by utilizing our collective buying power to provide businesses with solutions to reduce costs and at the same time increase market share.

A recent survey of Chief Financial Officers indicates their top priorities are as follows:

- Cost Reduction 73%
- Optimizing Working Capital 70%
- Forecast Financial Performance 53%
- Risk Mitigation 43%

Given our unique business model, we believe we can assist businesses of all sizes in addressing these priorities. We are associated with accomplished professionals nationwide who have been providing various services to businesses for decades and can supply plenty of references. Our clients are never charged a dime until they have received a value.

We believe we can utilize our established relationships to assist our clients’ needs and save them money. We put our own resources on the line to benefit the client. After we are convinced that we can produce appreciable value to the client with our services we will perform under the agreement that a portion of the actual money saved our client will be paid to us as our client realizes the savings. We are only rewarded when we are correct in our assessment. We believe that we will be the first company to deploy a successful innovative model within this industry.

## Our Services

We offer all types of businesses the opportunity to have a risk and obligation free physical examination of their business to determine where they may be losing money and how they can reduce some or all of those costs and/or recover other potentially lost funds. We are an advocate to our client and our goal is to restore the clients business back to optimum operational efficiency. We have two phases of services which are provided to our clients.

## **Phase One**

Recovery of:

- Payables and receivable, overpaid or uncollected invoices
- Unused tax benefits
- Real estate overpayments and benefits
- Proper contract management
- Utilities overpayment
- Workers compensation overpayments

\* All funds recovered are documented to prevent future losses. We locate and recover these funds.

Our efficiency experts prevent losses in the following areas:

- Management and set up of copier fleet
- Garbage, waste and recycling
- Assist in obtaining SBA and government loans
- Factoring receivables
- Web hosting and building a better Internet presence
- More effective data storage options
- Recruiting personnel
- Lower costs on all office supplies

## **Phase Two**

Analysis and advocacy with suppliers

- Analyze clients telephone and Internet costs
- Analyze electricity and natural gas costs
- Analyze financial instrument processing charges
- Provide dramatic discounts on print media
- Free risk management and vendor screening
- Improve UPS and FedEx shipping rates

Our analysis includes: phone companies, credit card processing, electric and energy providers, payroll, media and advertising, vendor screening, and shippers. Our audit experts will determine whether or not doing an audit in their area of expertise is practical.

Based on these services, we believe we can save and/or recover significant capital for clients. Our business model is very secure. We get paid to put people together who need one another and who continue to reap the benefit of that union far into the future. The worse the economy gets, the more money we earn from our services. Our business model is both inflation and recession proof.

## **The Market**

The market for our services is vast and virtually untapped. All commercial enterprises from small to mid-size to large can benefit from our services and strategic relationships with both service providers and consultants. All businesses are potential clients based on the fact that a majority of such businesses are not operating at optimal efficiency. We have developed a niche market business model which has been field tested and shown to be a very profitable model.

We operate a low overhead service company. We do not manufacture, package, inventory, ship or sell any product. In fact, we do not, ourselves, perform any of the 28 services we make available to our clients. We are matchmakers who located the clients and then refer the proper service providers among our contacts who may be able to help them. When it comes to the bottom line, most companies need the services we can provide at no cost to them in order to improve profitability and operational efficiency. We believe a majority of businesses nationwide can benefit from our services.

### **Marketing Strategy**

We have identified the services that have the greatest spend for small and mid-sized companies by industry. With this information, we are able to target each industry and introduce, when applicable, our service provider contacts to being the process of saving money for our client. Unless the client profits from our assistance, there is no charge for our efforts and there are never any upfront fees.

We will identify and negotiate referral/reseller contracts with service providers to support the services required by our clients. We will target at least three providers for each service and as appropriate, we will reduce choices to simplify decisions and increase our clients' satisfaction.

Another key to our marketing strategy is to recruit top sales consultants who in turn will leverage their business contracts. We intend to identify strategic partners which will be able to utilize our vast network of consultants as resellers (i.e. telecom, advertising, and audit software). From these consultants we will recruit team leaders who along with the consultants will approach mid-size companies. We expect that once our consulting network is established, that will be our major advantage and differentiator in this industry. Our consultants will have expertise in various industries and they will identify and develop an opportunistic industry specific strategy for each client. Each client will be examined at no cost and will have the opportunity to benefit in savings and/or cost recovery in 28 different areas.

## **Employees**

As of the date of this Memorandum, the Company employs 2 full-time employees and independent contractors. The Company anticipates increasing its number of full-time employees as finances allow.

## **Properties**

The Company currently maintains its administrative office at 1001 Brickell Bay Drive, Suite 2700, Miami, Florida 33131.

## **Legal Proceedings**

The Company is not currently subject to any pending or threatened litigation.

## **Directors and Officers Insurance**

The Company does not currently have Directors and Officers liability insurance. It is the intention of the Company to acquire coverage in the future.

## **Key Man Life Insurance**

There is currently no key man life insurance; the Company may acquire such insurance in the future.

## **Conflicts of Interest**

*Generally.* The Company is subject to various conflicts of interest between it and its affiliates. Since the Executive Officers and Directors control the daily operations of the Company, there may be occasions when the interests of the Company's affiliates may be inconsistent with the interests of the Company. The risk exists that such conflicts will not be resolved in the Company's best interest.

*Other Business Ventures.* Individuals who are the Directors for the Company may engage, for their own account or for the account of others, in other business ventures for which the Company shall not be entitled to any interest. The Company may, at some time in the future, compete for the management services of its Officers and Directors. The Directors may be placed in a position where their decision to favor other operations in which they are associated, will result in a conflict of interest. It may be expedient for them to favor one operation over another since their participation in such operations varies.

*Allocation of Management Time.* The Company will rely on its Management and key employees to manage the Company's planned business operations. In allocating their time they will recognize their fiduciary obligations to the Company, the prevailing industry standards and the then-existent financial situation of the Company. Currently these individuals are controlling the development stage operations of the Company and as such, they are devoting as much time as necessary to complete these development stage tasks. In addition, all of the Officers and Directors are to devote as much of their time to the business of the Company as, in their judgment, is reasonably necessary to operate the Company in a profitable manner. As additional revenue-producing operations commence conflicts of interest in allocating management's time, services and functions are likely to develop between the Company and its then current and/or anticipated affiliates.

*Conflicts of Interest Policy.* The Company has adopted a policy that any transactions with Directors or Officer, of which they are also Officers or Directors or in which they have a financial interest, will only be on terms consistent with industry standards and approved, when available, by a majority of the disinterested Directors of the Company's Board of Directors.

## MANAGEMENT

The Company believes that the composition of a management team is crucial to its future successes. Each member of management brings unique talents and the important ingredients necessary to properly manage and develop productive and profitable operations. The biographical information set forth below is a brief description of the background and business experience of the Company's Managing Members.

### **J. Michael Kafes**

J. Michael Kafes from Carmel, NY, currently serves as the President of American Business Consultants Group Holdings, LLC. – ABC Group Holdings LLC., and as a Director for ProVision Consultants Corporation..

### **Edgard Lopez**

Edgard Lopez currently serves as CEO and as a Director for ProVision Consultants Corporation. He is an accomplished Senior Executive offering over 25 years of success in leadership and C-Suite roles (CEO, President, COO, and Director of Operations) within various industries from manufacturing and sales distribution in the Medical Devices field to computer integration systems in the IT & Telecom fields. Mr. Lopez has exemplified outstanding performance in Domestic and International General Management, Public and Government relations, and Manufacturing, Sales, Marketing, and Distribution Operations. He started as the Director of Operations (COO) for the Americas of a Global Fortune 200 company (in the top 200 of the global 2,000) with 60,000 employees, DuPont de Nemours. As America's Division Director for DuPont company, Mr. Lopez had full P&L responsibility over a 720 million dollar budget operation comprising the whole American Continent (North, South, and Central) with 25 direct reports and responsible for 10,000 employees. The operation marketed to the Americas, Europe and the Middle East - EMEA (Eastern Asia). He has also worked for Bell South – EDS and CDCTEC that was acquired by a major defense contractor. He has conducted professional development workshops and has experience in “sales academies” like DuPont de Nemours, Electronic Data Systems-EDS-BellSouth and AT&T among others. As CEO and President of two other startup companies in the technology and the medical devices industries, comprising his last twenty years, Mr. Lopez has been able to take these two companies from startup and local stage to fully grown and very profitable international operations, both of which have been sold for a handsome profit. He has been in charge of all management and finances, with full P&L responsibility, M&A, Consolidations, Contract negotiations, Sales, Marketing, Materials and Operations Management; PR, HR, IT, and Licensing Certifications. He has three Bachelors of Sciences with its correspondent Master of Sciences in Business Administration with a Master's in Business Administration and Finance; a Bachelors of Science in Biology & Chemistry with a Master of Science in Marine Biology and the last one a Bachelor in Computer Sciences with a Master of Science in Information Technology Management. Mr. Lopez shares the vision for what this business concept can mean to the continued success of American businesses, but also believes that it has International appeal and even bigger financial gain opportunities for all parties involved.

## CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

To the best of management's knowledge, there are no reportable relationships or related party transactions related to the implementation and execution of our business model.

### Security Ownership of Certain Beneficial Owners and Management

The following tables set forth, as of the date of this Memorandum, the number and percentage of Shares of Common Stock owned of record and beneficially by each Managing Director or Officer of the Company and by any other person or firm that owns more than five percent (5%) of the Company's outstanding Common Stock.

<b>Name of Beneficial Owner<sup>1</sup></b>	<b>Number of Shares Held</b>	<b>Percentage of Outstanding Shares Owned</b>
<b>ABC Group Holdings, LLC.</b>	<b>2,500,000</b>	<b>50%</b>
<b>RIMI Holdings, LLC.</b>	<b>2,500,000</b>	<b>50%</b>

ABC Group Holdings, LLC. is American Business Consultants Group Holdings, LLC of which Mr. J. Michael Kafes, from Carmel, NY is the Chairman of The Board and RIMI Holdings, LLC. is Real Investments Management & International Holdings, LLC. of which Mr. Edgard A. López is the Managing Partner.

**Note:**

- (1) The Company's address at 1001 Brickell Bay Drive, Suite 2700, Miami, Florida 33131.
- (2) Except as otherwise indicated, the Company believes that the beneficial owners of Common Stock listed above, based on information furnished by such owners, have sole investment and voting power with respect to such shares, subject to community property laws where applicable. Beneficial ownership is determined in accordance with the rules of the SEC and generally includes voting or investment power with respect to securities.

## **PLAN OF DISTRIBUTION**

### **Plan of Offering**

This Private Placement is being conducted by the officers, directors, and employees of the Company. The officers, directors and employees may sell to individuals with whom they have pre-existing business or personal relationships. No general solicitation may be made and no commissions may be paid to officers, directors or employees. Finders will be entitled to 4% of all funds raised. The Offering includes 150 Units at \$10,000 Per Unit, each Unit consisting of a promissory note paying monthly interest at a rate of seven percent (7%) annually. The Collateralized Promissory Note may be extended for an additional 12 months terms through mutual agreement of the Company and the Subscriber.

The investment amount is payable in full upon subscription. The Company may accept fractional investments. Subscribers shall execute subscription documents provided with this Memorandum, or as amended from time to time, and shall represent, in part, that such purchase is being made for investment purposes only with no intent for assignment or resale. We are offering our securities pursuant to Section 4(2) and/or Rule 506 of Regulation D of the Securities Act of 1933, as amended. Officers, directors and employees of the Company will receive no commissions in connection with the sale of the Units, however, may be reimbursed for reasonable accountable expenses.

### **The Offering and Method of Subscription**

Pursuant to this Offering, we intend to raise up to \$1,500,000. Except as provided in Private Placement Memorandum Units offered by this Memorandum will not be registered under the 1933 Act and is being sold in reliance upon the exemption from such registration provided in Section 4(2) and Rule 506 of Regulation D promulgated under the 1933 Act, which provides that an offering made in accordance with its conditions is deemed exempt from such registration under the 1933 Act. The Units are also being offered in reliance upon exemptions from registration under the Securities Laws (blue sky laws) of the States in which this Offering is being conducted.

We will continue offering the Units until the Termination Date, which is the earlier of the date on which all of the Units are sold or August 31, 2013, unless we shall determine in our sole discretion to extend the Offering an additional 180 days.

There is no minimum number of Units that must be subscribed for before we may use proceeds from such sales. Therefore, there is no escrow arrangement with respect to Units subscribed for, and proceeds from accepted subscriptions will be made immediately available to us for our use.

In order to subscribe for the Units, an investor must execute and submit to the Company a Subscription Agreement in the form included as a part of this Memorandum, in addition to the appropriate funds in US dollars corresponding to the number of Units subscribed for. We reserve the right, in our complete discretion, to accept or reject any subscription offer in whole or in part. If we accept an investor's Subscription Agreement, we will execute the copy of such Subscription Agreement and return it along with an executed Promissory Note to the investor. Upon the date of written acceptance by the Company of the Subscription Agreement, and subject to clearance of funds submitted as the subscription payment, subscribers will become owners of the promissory Note subscribed for. Payments received for subscription offers will be refunded promptly without interest or deduction if we shall reject any subscription offer.



## Suitability of Investments

The Securities have not been registered under the Securities Act, or any applicable state securities laws, nor has the SEC or any state or foreign regulatory authority passed upon the accuracy or adequacy of this Memorandum or endorsed the merits of this Offering, and any representation to the contrary is a criminal offense. The Securities are offered pursuant to exemptions provided by Section 4(2) of the Securities Act and Rule 506 of Regulation D thereunder, certain state securities laws and certain rules and regulations promulgated pursuant thereto. The Securities may not be offered, sold or otherwise transferred in the absence of an effective registration statement under the Securities Act or an opinion of counsel acceptable to the Company and its counsel that such registration is not required.

The Securities will be offered to both “accredited” and to no more than 35 “non-accredited” investors (as defined under Rule 501(a) of Regulation D under the Securities Act). Investors will be required to represent in writing at closing, among other things, that they have reviewed this Memorandum and that they have had an opportunity to ask questions of and receive answers from the Company or its representatives with respect to the Offering and the business and affairs of the Company. Investors will be required further to represent that they are accredited investors and, either alone or with their advisors and representatives, have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Company and that they are able to bear a complete loss of their investment.

To be an accredited investor, an investor must fall within any of the following categories at the time of the sale of Units consisting of a Promissory Note to that investor:

(1) A bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 39(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; an insurance company as defined in Section 2(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of the Securities Act; a Small Business Investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of that Securities Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(2) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

(3) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the Limited Partnership Interests of Partnership Interest with total assets of \$5,000,000;

(4) A director or executive officer of the Company;

(5) A natural person whose individual net worth, or joint net worth with the person's spouse, at the time of such person's purchase of the Limited Partnership Interests, exceeds \$1,000,000;

(6) A natural person who had an Individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$200,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(7) A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D; and

(8) An entity in which all of the equity owners are accredited investors (as defined above).

As used in this Memorandum, the term “net worth” means the excess of total assets over total liabilities. In computing net worth for the purposes of (5) above, the principal residence of the investor must be valued at cost, including cost of improvements, or at recently appraised value by an institutional lender making a secured loan, net of encumbrances. In determining income, an investor should add to the investor’s adjusted gross income any amounts attributable to tax exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA or KEOGH retirement plan, alimony payments, and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income.

In order to meet the conditions for exemption from the registration requirements under the securities laws of certain jurisdictions, investors who are residents of such jurisdictions may be required to meet additional suitability requirements.

Investors must agree that they will not sell or transfer Securities in the absence of an effective registration statement under the Securities Act or without an opinion of counsel satisfactory to the Company that such sale or transfer does not require registration under the Securities Act and will not be in violation of the Securities Act or applicable state securities laws. Investors must also represent at closing that they have acquired the Securities only for their own account for investment and not with a view to distribution within the meaning of the Securities Act.

### **Subscription Procedures**

If a prospective investor determines to purchase Securities offered hereby, he must return to the Company or its agents a copy of the signature page of the Subscription Agreement, which shall have been duly completed and executed in accordance with the instructions set forth therein. If the subscription is not accepted, the Company will so notify the prospective investor as soon as practicable. Prospective investors will be contacted by the Company if their subscription is accepted. The Company may, in its sole discretion, reject any prospective investor’s subscription or limit the number of Securities to be purchased by such investor. In the event a subscription is not accepted, in whole or in part, the purchase price related to such rejected subscription shall be returned to the investor without interest thereon or deduction.

## **CERTAIN OTHER INFORMATION**

### **Legal Matters**

The Company is not a party to any legal proceedings and is not aware of any pending, threatened, or unresolved legal proceedings.

### **Memorandum Not Legal Advice; Independent Counsel Recommended For Investors**

Purchasers of Units should not construe the contents of this Memorandum or any written or oral communications from the Company, the Management, or their employees, agents and affiliates as tax, legal, or accounting advice. Each Investor must rely solely upon his own representatives, including his investment advisor, legal counsel and accountant as to investment advice, legal, or tax related matters concerning a prospective investment in the Units.

### **Captions for Convenience Only**

Captions are inserted in this Memorandum solely for the organizational convenience and such captions may not be necessarily indicative of all the information that may be contained under a particular caption.

### **Priority of Sections Not Material**

The order in which information appears in the Memorandum does not indicate any priority or materiality of importance with respect to the matters discussed. All material appearing in the Memorandum related hereto should be carefully considered by prospective Investors.

### **Financial Statements**

Financial statements for ProVision Consultants Corporation have been added as part of this Offering Memorandum.

**ProVison Corporation**  
**Balance Sheet**  
**3/15/2013**

**ASSETS**

**Current Assets**

Cash	\$0.00
Petty Cash	\$0.00
Back Office Software	\$500,000.00
Accounts Receivable - net	\$0.00
Inventory	\$0.00
Supplies	\$0.00
Prepaid Insurance	<u>\$0.00</u>
	<u>\$500,000.00</u>

**Notes Receivable**

RIMI Holdings, LLC	<u>\$1,500,000.00</u>
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**Other Assets**

\$0.00

**Total Assets**

\$2,000,000.00

**LIABILITIES**

**Current Liabilities**

Notes Payable	\$7,000.00
Accounts Payable	\$0.00
Wages Payable	\$0.00
Interest Payable	\$0.00
Taxes Payable	\$0.00
Warranty Liability	\$0.00
Unearned Revenues	<u>\$0.00</u>
Total Current Liabilities	<u>\$7,000.00</u>

**Long-term Liabilities**

Notes Payable	\$0.00
Bonds Payable	<u>\$0.00</u>
Total Long-term Liabilities	<u>\$0.00</u>

**Total Liabilities**

\$7,000.00

**STOCKHOLDERS' EQUITY**

Common Stock	\$2,000,000.00
Retained Earnings	-\$7,000.00
Less: Treasury Stock	<u>\$0.00</u>
Total Stockholders' Equity	<u>\$1,993,000.00</u>

**Total Liab. & Stockholders' Equity**

\$2,000,000.00

**PROVISION CONSULTANTS CORPORATION  
SUBSCRIPTION AGREEMENT  
FOR U.S. RESIDENTS  
SUBSCRIPTION # \_\_\_\_\_**

The undersigned “Subscriber”, on the terms and conditions herein set forth, hereby irrevocable submits this subscription (the “Subscription”) to PROVISION CONSULTANTS CORPORATION, a Florida company (the “Company”), in connection with a private placement by the Company (the “Offering”) of Investment Notes (hereinafter, “Notes”), as described below.

**1. Subscription for the Purchase of Shares.**

**1.1 Notes Being Offered for Sale.** The Company is offering Collateralized Investment Notes paying seven percent (7%) per annum for a period of 12 months. The Notes may be rolled over into additional 12 month terms as agreed between the Company and the Subscriber. The Subscriber may receive a return of all principal and interest any time after the initial 12 month term by providing written notice to the Company. The Company will have 90 days from receipt of written notice to return all funds to the Subscriber.

**CONSIDERATION**

<b>Notes Purchased</b>	\$ _____
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The private placement is being made to both “non-accredited” and “accredited” investors within the meaning of Rule 501 of Regulation D promulgated by the Securities Exchange Commission under the Securities Act of 1933, as amended (the “Securities Act”).

**1.2 Offer to Purchase.** Subscriber hereby irrevocably offers to purchase the Notes and tenders, herewith, the total price noted in the table above payable to the order of PROVISION CONSULTANTS CORPORATION. Subscriber recognizes and agrees that (i) this subscription is irrevocable and, if Subscriber is a natural person, shall survive Subscriber’s death, disability or other incapacity, and (ii) the Company has complete discretion to accept or to reject this Subscription in its entirety and shall have no liability for any rejection of this Subscription. This Subscription shall be deemed to be accepted by the Company only when the Company executes the Subscription Agreement.

**1.3 Effect of Acceptance.** Subscriber hereby acknowledges and agrees that on the Company’s acceptance of this Subscription, this Agreement shall become a binding and fully enforceable agreement between the Company and the Subscriber. As a result, on acceptance by the Company of this Subscription, Subscriber will become the record and beneficial holder of the Notes and the Company will be entitled to the use of funds received from the Notes.

**2. Representation as to Investor Status.**

**2.1 Accredited Investor.** In order for the Company to sell the Notes in conformance with state and federal securities laws, the following information must be obtained regarding Subscriber’s investor status. Please **initial each item** applicable to you as an investor in the Company.

\_\_\_\_\_ (a) A natural person whose net worth, either individually or jointly with such person’s spouse, at the time of Subscriber’s purchase, exceeds \$1,000,000;

\_\_\_\_\_ (b) A natural person who had an individual income in excess of \$200,000, or joint income with that person's spouse in excess of \$300,000, in each of the two most recent years and reasonably expects to reach the same income level in the current year;

\_\_\_\_\_ (c) A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity;

\_\_\_\_\_ (d) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act");

\_\_\_\_\_ (e) An insurance company as defined in section 2(13) of the Exchange Act;

\_\_\_\_\_ (f) An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act;

\_\_\_\_\_ (g) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

\_\_\_\_\_ (h) A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state, or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of \$5,000,000;

\_\_\_\_\_ (i) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

\_\_\_\_\_ (j) A private business development company as defined in Section 202(a) (22) of the Investment Advisers Act of 1940;

\_\_\_\_\_ (k) An organization described in Section 501(c)(3) of the Internal Revenue Code, or a corporation, business trust or partnership, not formed for the specific purpose of acquiring Shares, with total assets in excess of \$5,000,000;

\_\_\_\_\_ (l) A director or executive officer of the Company;

\_\_\_\_\_ (m) A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring Notes, whose purchase is directed by a sophisticated person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of investing in the Company;

\_\_\_\_\_ (n) An entity in which all of the equity owners qualify under any of the above subparagraphs.

\_\_\_\_\_ (o) Subscriber does not qualify under any of the investor categories set forth in (a) through (l) above.

**2.2 Net Worth.** The term "net worth" means the excess of total assets over total liabilities. In calculating net worth, Subscriber may include the estimated fair market value of his or her principal residence as an asset.

**2.3 Income.** In determining individual "income," Subscriber should add to Subscriber's individual taxable adjusted gross income (exclusive of any spousal income) any amounts attributable to tax exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA or Keogh retirement plan, alimony payments, and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income.

**2.4 Type of Subscriber.** Indicate the form of entity of Subscriber:

- Individual
- Corporation
- Limited Partnership
- General Partnership

- Revocable Trust
- Other Type of Trust (indicate type): \_\_\_\_\_
- Other (indicate form of organization): \_\_\_\_\_

(a) If Subscriber is not an individual, indicate the approximate date Subscriber entity was formed:

\_\_\_\_\_.

(b) If Subscriber is not an individual, **initial** the line below which correctly describes the application of the following statement to Subscriber's situation: Subscriber (i) was not organized or reorganized for the specific purpose of acquiring the Notes and (ii) has made investments prior to the date hereof, and each beneficial owner thereof has and will share in the investment in proportion to his or her ownership interest in Subscriber.

\_\_\_\_\_ True  
 \_\_\_\_\_ False

If the "False" box is checked, each person participating in the entity will be required to fill out a Subscription Agreement.

**2.5 Other Representations and Warranties of Subscriber.** Subscriber hereby represents and warrants to the Company as follows:

(a) The Notes are being acquired for Subscriber's own account for investment, with no intention by Subscriber to distribute or sell any portion thereof within the meaning of the Securities Act, and will not be transferred by Subscriber in violation of the Securities Act or the then applicable rules or regulations thereunder. No one other than Subscriber has any interest in or any right to acquire the Notes. Subscriber understands and acknowledges that the Company will have no obligation to recognize the ownership, beneficial or otherwise, of the Notes by anyone but Subscriber.

(b) Subscriber's financial condition is such that Subscriber is able to bear the risk of holding the Notes that Subscriber may acquire pursuant to this Agreement.

(c) Subscriber has received, has read and understood and is familiar with this Subscription Agreement.

(d) The Company has made available all additional information which Subscriber has requested in connection with the Company and its representatives and Subscriber has been afforded an opportunity to make further inquiries of the Company and its representatives and the opportunity to obtain any additional information (to the extent the Company has such information or could acquire it without unreasonable effort or expense) necessary to verify the accuracy of information furnished by the Company to Subscriber.

(e) No representations or warranties have been made to Subscriber by the Company, or any representative of the Company, or any securities broker/dealer, other than as set forth in this Subscription Agreement.

(f) Subscriber has investigated the acquisition of the Notes to the extent Subscriber deemed necessary or desirable and the Company has provided Subscriber with any reasonable assistance Subscriber has requested in connection therewith.

(g) Subscriber, either personally, or together with his advisors (other than any securities broker/dealers who may receive compensation from the sale of any of the Notes), has such knowledge and experience in financial and business matters that Subscriber is capable of evaluating the merits and risks of purchasing the Notes and of making an informed investment decision with respect thereto

(h) Subscriber is aware that Subscriber's rights to transfer the Notes are restricted by the Securities Act and applicable state securities laws, and Subscriber will not offer for sale, sell or otherwise transfer the Notes without registration under the Securities Act and qualification under the securities laws of all applicable states, unless such sale would be exempt therefrom.

(i) The Subscriber has had an opportunity to ask questions of, and receive answers from, representatives of the Company concerning the terms and conditions of this investment and all such

questions have been answered to the full satisfaction of the undersigned. Subscriber understands that no person other than the Company has been authorized to make any representation and if made, such representation may not be relied on unless it is made in writing and signed by the Company. The Company has not, however, rendered any investment advice to the undersigned with respect to the suitability

(j) Subscriber also acknowledges and agrees to the following:

(i) an investment in the Notes is speculative and involves a high degree of risk of loss of the entire investment in the Company.

(k) Subscriber is not dependent for liquidity on any of the amounts Subscriber is investing in the Note.

(l) Subscriber's address set forth below is his or her correct residence address.

(m) Subscriber has full power and authority to make the representations referred to herein, to purchase the Notes and to execute and deliver this Subscription Agreement.

(n) Subscriber understands that the foregoing representations and warranties are to be relied upon by the Company as a basis for the exemptions from registration and qualification of the sale of the Notes under the federal and state securities laws and for other purposes.

The foregoing representations and warranties are true and accurate as of the date hereof and shall survive such date. If any of the above representations and warranties shall cease to be true and accurate prior to the acceptance of this Subscription, Subscriber shall give prompt notice of such fact to the Company by telegram, or facsimile or e-mail, specifying which representations and warranties are not true and accurate and the reasons therefore.

**3. Indemnification.** Subscriber acknowledges that Subscriber understands the meaning and legal consequences of the representations and warranties made by Subscriber herein, and that the Company is relying on such representations and warranties in making the determination to accept or reject this Subscription. Subscriber hereby agrees to indemnify and hold harmless the Company and each employee and agent thereof from and against any and all losses, damages or liabilities due to or arising out of a breach of any representation or warranty of Subscriber contained in this Subscription Agreement.

**4. Transferability.** Subscriber agrees not to transfer or assign this Subscription Agreement, or any interest herein and further agrees that the assignment and transferability of the Note acquired pursuant hereto shall be made only in accordance with applicable federal and state securities laws.

**5. Termination of Agreement; Return of Funds.** In the event that, for any reason, this Subscription is rejected in its entirety by the Company, this Subscription Agreement shall be null and void and of no further force and effect, and no party shall have any rights against any other party hereunder. In the event that the Company rejects this Subscription, the Company shall promptly return or cause to be returned to Subscriber any money tendered hereunder without interest.

**6. Notices.** All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, or delivered by, facsimile or e-mail to Subscriber at the address set forth below and to the Company at the address set forth on the first page of this Agreement, or at such other place as the Company may designate by written notice to Subscriber.

**7. Amendments.** Neither this Subscription Agreement nor any term hereof may be changed, waived, discharged or terminated except in a writing signed by Subscriber and the Company.

**8. Governing Law.** This Subscription Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Florida.



**9. Headings.** The headings in this Subscription Agreement are for convenience of reference, and shall not by themselves determine the meaning of this Subscription Agreement or of any part hereof.

INDIVIDUALS

In witness whereof, the parties hereto have executed this Agreement as of the dates set forth below.

Dated: \_\_\_\_\_, 2013

Signatures:

\_\_\_\_\_

Name (Please Print):

\_\_\_\_\_

Residence Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Social Security Number:

\_\_\_\_\_

PROVISION CONSULTANTS CORPORATION  
A Florida Company

Date: \_\_\_\_\_, 2013

By: \_\_\_\_\_

Edgard Lopez

Its: CEO

CORPORATIONS, PARTNERSHIPS, TRUSTS OR OTHER ENTITIES

In witness whereof, the parties hereto have executed this Agreement as of the dates set forth below.

Name of Purchaser (Please Print): \_\_\_\_\_

Dated: \_\_\_\_\_, 2013

By: \_\_\_\_\_  
*Signature*

Name (Please Print): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Taxpayer ID Number: \_\_\_\_\_

\_\_\_\_\_

PROVISION CONSULTANTS CORPORATION  
A Florida Company

Date: \_\_\_\_\_, 2013

By: \_\_\_\_\_  
Edgard Lopez  
Its: CEO

## **Exhibit A Risk Factors**

### **Dependence on Key Management**

The success of the Company is highly dependent on the services of the Company's management team. The loss of services of one or more members of the Company's management team could have a material adverse effect on the Company's financial condition and results of operation. Although the Company may enter into employment agreements with management, there can be no assurance that the Company will be able to retain such personnel in the future. The Company has no employment agreements with and maintains no life insurance policies on key executives.

### **Due Diligence and Tax Consequences**

The Notes being offered by the Company are to be sold to Investors pursuant to the terms of a Subscription Agreement to be entered into between the Company and the Investors. Investors should consult with their own legal and financial advisors in reviewing the agreement and in making any determination to invest therein.

### **Broad Discretion of Management as to Use of Proceeds**

The net proceeds to be received by the Company from this Subscription Agreement are not allocated for specific purposes but will be allocated to working capital and general corporate purposes in accordance with the private placement memorandum. Investors will be entrusting their funds to the Company's management, upon whose judgment they must depend, with limited information concerning the specific working capital requirements and general corporate purposes to which the funds will ultimately be applied.

### **Finder's Fees**

The Company may pay fees to third parties who introduce Investors to the Company. Although structured as finder's fees, the SEC has not provided clear guidance on the payment and structure of these fees and thus, a right of rescission may be created in the event that the SEC determines that any third party receiving a finder's fee should have been registered as a broker-dealer.

### **Absence of Professional Opinion**

There have been no professional opinions concerning the value of the Company the value of the assets of the Company, the net worth of the Company, the projected financial information or other matters related to this Subscription Agreement.

### **Arbitrary Offering Terms**

The purchase price of the Shares was arbitrarily determined by the Company, was not the result of any arms-length negotiation, does not bear any relationship to the assets, book value, results of operations, net worth, or other objective criteria of value applicable to the Company and should not be considered an indication of the actual value of the Company.

### **Absence of Dividends**

The Company has not paid any cash dividends on its common stock and it is not anticipated that any such cash dividends will be paid in the foreseeable future. Earnings, if any, will be retained to finance future growth.

**COLLATERALIZED INVESTMENT NOTE**

\$ \_\_\_\_\_, 2013

**FOR VALUE RECEIVED**, ProVision Consultants Corporation, Inc., a Florida Company (hereinafter referred to as the "Maker") promises to pay to the order of \_\_\_\_\_, an individual (hereinafter referred to as the "Payee") the principal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) payable pursuant to the terms of this Collateralized Promissory Note (the "Note").

**TERMS**

1. This Note is issued as security for a debt owed by Maker to Payee and shall bear interest at a rate of seven percent (7%) per annum. Payee shall receive payments on a monthly basis.
2. This Note is fully collateralized by \$1.5 Million note receivable from RIMI Holdings, LLC.
3. The term of the Note shall be for a period of twelve (12) months from the date of execution hereof and may be extended for addition twelve (12) month terms through mutual agreement of Maker and Payee.
4. Payee shall, after the initial twelve month term, be entitled to all principal and interest then owing on the Note by providing written notice to the Company of Payees intent to be paid in full.
5. At any time after the initial 12 month term of this Note, Maker shall have ninety (90) days from receipt of notice from Payee to make final payment of all accrued principal and interest under the Note.

**IN WITNESS WHEREOF**, the Maker has executed this instrument, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

*Signed, Sealed & Delivered  
In Our Presence*

\_\_\_\_\_ By: \_\_\_\_\_,  
an individual

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_ who is personally known to me or who has produced the foregoing identification \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
State of \_\_\_\_\_