

TRANSACTION MANAGEMENT AND INFORMATION PROCESS

1. PRELIMINARY STAGE

- Ascertain the parties' motivations for making the sale and purchase.
 - Review the parties' valuation of the property to be sold or purchased and examine whether additional consideration needs to be given to this matter.
 - Review the terms of any proposed broker or finder agreement.
 - Consider whether a confidentiality agreement is required to protect the parties and their trade secrets during preliminary negotiations.
 - Consider the appropriate form for the property sale, asset sale, ownership interest sale, merger, etc.
 - Consider the tax aspects of the transaction.
 - Consider alternative means of payment of the purchase price, such as allocation of price to covenants not to compete or consulting agreements.
 - Set up files proposed for the transaction.
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2. DUE DILIGENCE INVESTIGATION OF SELLER'S PROPERTY

2.1 RECORDS

- Verify that the seller is duly incorporated and in good standing in the state of its incorporation.
- Review the articles of incorporation and bylaws of the seller and any amendments.

- Determine who are the registered owners of the issued and outstanding shares.
- Determine whether there are options, warrants, or other rights to acquire shares outstanding.
- Review all agreements between the seller and his/her shareholders.
- Consider alternative means of payment of the purchase price, such as allocation of price to covenants not to compete or consulting agreements.
- Set up files proposed for the transaction.

2.2 PERSONAL PROPERTY

- Obtain a list of all machinery, equipment, furniture, and fixtures owned or leased by the seller and depreciation schedules and leases.
- Obtain a search of appropriate state and local records for Uniform Commercial Code financing statements and other evidence of liens or encumbrances on the personal property of the seller.
- Review the seller's insurance coverage on personal property.

2.3 REAL PROPERTY

- Obtain legal descriptions and information about the location and character of all interests in real property owned or leased by the seller.
- Review the seller's title insurance policies and consider the purchaser's need for title insurance.
- Obtain copies of and review all appraisals of the seller's real property.
- Obtain copies of all studies, site evaluations, and governmental filings and reports prepared by consultants or employees of the seller concerning the real property.
- Review the seller's real property depreciation schedules.
- Investigate the presence of hazardous materials or toxic substances on, under, or about any property owned or leased by the seller.
- Review insurance coverage.

2.4 FINANCIAL AND TAX INFORMATION

- Review the financial statements of the seller for the current year and the past five years.
- Review all bank loan agreements.
- Obtain copies of property tax assessments for the past five years.

2.5 LEGAL COMPLIANCE AND LITIGATION MATTERS

- Determine whether the purchaser can obtain all necessary licenses and permits by transfer from the seller or otherwise.
 - Review all regulatory reports filed by the seller with governmental agencies within the past five years.

 - Review the financial statements of the seller for the current year and the past five years.
 - Review all bank loan agreements.
 - Obtain copies of property tax assessments for the past five years.
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3. LETTER OF INTENT

- Prepare a letter of intent after a preliminary decision has been made by the parties to proceed with the sale and have the letter of intent signed by the parties.
 - Determine to what extent the letter of intent is going to be binding and on whom.
 - Prepare timetable, list of responsibilities, and closing memorandum.
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4. PURCHASE AGREEMENT

4.1 PRELIMINARY MATTERS

Identification of Parties:

- Names
- Addresses
- State or states of incorporation

4.2 ASSETS AND LIABILITIES SUBJECT TO AGREEMENT

Assets Subject to Agreement:

- Business building and other real property
- Equipment, furniture, and fixtures
- Insurance policies
- Other assets

Liabilities Subject to Agreement:

- Contracts
- Other liabilities

4.3 PURCHASE PRICE AND PAYMENT TERMS

Amount of Consideration:

- Single sum
- Aggregate of separate sums allocated to various properties and assets

Nature of Consideration:

- Payment of money
- Other consideration

Allocation of Purchase Price to Various Assets Sold:

Time and Manner of Payment:

- All cash on closing
- Part payment on signing and balance on closing
- Deposit held in escrow until closing
- Installment payments
- Mortgage or other collateral security
- Forfeiture of deposit for default in paying purchase price
- Other methods of payment
- Personal guaranty of payment by buyer

4.4 CLOSING CONDITIONS AND PROCEDURES

Closing Conditions:

- Verify date and location of closing
- Consent of shareholders/owners and/or directors/managers
- Tax rulings
- Approval by counsel or accountants or both
- Compliance with UCC Article 6 or other bulk transfer provisions

Closing Deliveries:

- Delivery of instruments of transfer (bill of sale, warranty deed, etc.)
- Payment of purchase price
- Estoppel certificates from named organizations

4.5 REPRESENTATIONS AND WARRANTIES

Representations by Seller:

- Authorization of sale
- All outstanding liens, contracts, judgments, and other obligations disclosed
- Title to property and assets
- Care and preservation of property and assets
- Compliance with all laws affecting property
- Survival of representations

Representations by Buyer:

- Corporation validly organized and in good standing
- Authorization of acquisition by directors and by shareholders
- Other representations

4.6 INDEMNIFICATION OF BUYER

- Events or actions triggering indemnification
- Escrow requirements

4.7 DEFAULTS AND TERMINATION

- Events constituting default
- Notice and cure requirements
- Remedies and penalties
- Other events triggering termination of purchase agreement

5. POST-CLOSING ACTIONS

- Record security interests.
 - Arrange for the creation of any escrows that may be required.
 - Implement procedures for post-closing adjustment of purchase price, if required.
 - Pay broker's commission.
 - Organize documents.
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6. CONTACT INFORMATION

- Buyer:
- Buyer's counsel:
- Buyer's accountant:
- Buyer's financial adviser:
- Seller:
- Seller's counsel:
- Seller's accountant:
- Seller's financial adviser:

Other Contacts:

- Regulatory bodies
- Lienholders
- Other parties from whom consents or approvals are required