What You Need To Know To Sell Your Business On Exceptional Terms

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*Before you begin reading, note that this is a large article of almost 6,000 words. If interested, contact me and I'll send it to you in pdf format. Here is the start. If you wish to read the rest you can download it in pdf format **here**.*

Selling or buying a business is an intensive process that can result in a wide range of outcomes depending on how well the process is run…and you generally only get one chance. I intensely enjoy selling and buying businesses. Having led and managed a number of deals, I have grown to understand the game, and the games played within the game that can prove very costly to the inexperienced and very rewarding to the wise. This article provides insights on how to play this game consciously and gives high-level guidance on key execution points as follows:

1. Preparation
2. Sale process
3. Letter of intent
4. Purchase agreement
5. Closing
6. Business integration

Although this article is largely from the seller's perspective, a mirror view applies to the buyer and so it can also be used by purchasers as a checklist for themselves and to evaluate sellers.

This is a high-level summary where each section could be easily expanded into a separate article or chapter in a book. Each transaction is unique with important differences and so this article should only be used as a general guide. Consult an experienced mergers & acquisitions (M&A) expert to obtain specific advice to address the important details of your situation.

1. Preparation

a. Determine how you are going to manage growth AND the sale of the business simultaneously. A well run sale process will take a significant amount of management time and energy. Depending on circumstances, it can also be a significant job for the point person. A poorly conducted sale process will take even more time, more energy and put the price and perhaps the entire deal at risk. Both the growth of the business AND the sale process have to be top company priorities in order to capture the greatest value possible. However, in my view, the sale of the business needs to be at least one person's top priority.

b) Consider a primary point person (PP). Self-serving but also true, I strongly recommend contracting someone experienced to provide you with the hands-on leverage you need to drive and proactively manage the entire process to a successful end. Ensure your PP has the experience that your situation may require. For example, if your deal is likely to be a cross-border transaction, ensure your PP has experience in dealing with the complexities of lawyers, accountants and tax experts from multiple countries and the related issues that can dramatically affect price, expenses, and timelines. For example, in deals that cross Canada and the U.S., do they have experience in navigating issues and structuring deals to occur with the least risk and least time by capitalizing on MJDS (Multi-jurisdictional Disclosure system), Regulation A Plus or Foreign Private Issuer exemptions? Many M&A advisors claim to have impressive experience. However, they are often ex-bankers or ex-lawyers who, in their past, hired other expensive advisors to do the work, took

the credit and are now re-using standard investment banker templates to look more experienced than they are. Additionally, it is frequently the case that they delegate the work to less experienced staff without providing adequate supervision. Ensure they have first-hand experience in organizing and managing all elements of a transaction. Depending on your internal resources (people and budget) there are a few top law, accounting, and investment banking firms who are capable of doing this for you; however, in my experience they are rare and costly. Almost always, the most effective option is to hire an experienced independent point person - ideally a former CFO of multiple businesses with prior audit and prior M&A experience. Someone who will personally do the preparation work with your team's input and proactively manage all the moving parts and people through every stage of the process. In this way you can continue to focus enough of your and your team's time on growing your business and create the ideal conditions for a sale on exceptional terms. A good point person will easily pay for themselves both in terms of lower fees to bankers, lawyers and accountants as well as adding value (higher price and reduced risk) to the transaction.

Additionally, for those sellers wanting certain elements of the culture of the business to be continued by the buyer, it can be useful to have a sounding board to view a deal from different perspectives and ensure the purchase agreement accurately reflects what really matters.

c) Take responsibility. I accept responsibility for creating the conditions for a win-win deal. Its important to assess and meet the buyer where he / shee is at and develop strategies that appeal to their values and what motivates them. Especially if the buyer is more of a "win-lose" type, a savvy point-person can help think through how the buyer might potentially sabotage the deal, or the integration of the business later on, so that it can be prevented, and the business and employees have the greatest chance of success after the sale.

d) Determine the ideal timing. Sometimes there are windows of opportunity where market conditions or internal conditions are more or less ideal. For example, where potential buyers are looking to either build, partner or buy a solution such as yours to complement their existing business; or where the investment community is for some reason more interested in your type of business. Internally for example, if the business is overly reliant on its owner/CEO, it probably is not ready to sell or will be valued lower. Accordingly, as the owner, you will want to start removing yourself from daily operations and turn your attention toward growing the business and boosting profits prior to selling. There can be many reasons but often choosing the right time can materially affect the price and terms you receive or whether you sell your business at all.

e) Identify and prepare for the ideal buyers. Identifying your dream target buyers (usually strategic versus financial buyers) allows you to develop custom presentations for each. In this way, you can highlight synergies with their existing business (if that is the case) and competitive opportunities they may not have been aware of. Do not assume that they will see the opportunities for themselves that you do. In my experience, it has been helpful if not necessary to "spoon feed" them market evidence and financial projections of the value they could receive from buying or merging with your business.

f) Decide whether to disclose a minimum price. I have been the point person in situations where the seller's board of directors chose to disclose their minimum price expectations. In this case, the seller runs a tight more auction-like process with confidence that the price will be bid-up by serious buyers. It also keeps the process quick and efficient by keeping out those who are not serious enough. I have been the point person in other situations where the seller's board was less confident in pre-existing serious buyers. In this situation they wanted the opportunity to convince all possible buyers of the value of the business without turning any off with a minimum price expectation that they might feel is high only because they do not fully understand the value.

g) Decide on valuation. Determine what you want and what you are willing and not willing to accept in terms of price, terms and conditions. Valuations are dependent on business size, industry, margins, growth rate, uncertainty and other factors and can be complicated by clarity of cash flows, and complex accounting rules and tax legislation. A focus on valuation early in the deal process will help uncover potential biases or oversights that could result in mispricing a deal. Consider patents and other intellectual property. Does the sale offer the opportunity to restructure parts of the business to generate greater value? Particularly if this could be a cross-border transaction, there could be many valuation considerations. Importantly, be realistic - A reason many deals fail is that the owner cannot let go of unrealistic expectations of the company's value. Ensure you have a professional help you with the valuation to position your business to sell it for the best price possible considering metrics and factors such as comparables, discounted cash flows, multiples of EBITDA and revenues, buyer alternatives, and your alternatives. Understand the qualitative and strategic factors for each individual buyer so you can focus on intuitively developing win-win scenarios for each that are realistic and practical.

h) Determine what you are selling. If your business is incorporated, you have two choices, sell your assets, or you can sell your shares. Generally, selling your shares may provide more tax

advantages. But choosing to sell your assets gives you more flexibility to keep certain assets. The buyer may have a preference depending on their tax situation or intellectual property strategy and so being prepared to model out the alternatives is prudent.

i) Determine your best alternative to a negotiated settlement / agreement (BATNA). Determine your next best course of action if you are unable to sell your business. The more alternatives you have, the greater the leverage you have to confidently negotiate an exceptional deal.

j) Clean up financials. One of the key metrics used to value a business is earnings before interest, taxes, depreciation and amortization (EBITDA). Do what you can to increase revenues, improve margins and reduce expenses while still doing what is best of the business in the long-run. At the same time, be honest. Do not play games with revenue recognition or allocation of expenses to artificially increase margins – this will come out in the due diligence and only make the buyer wonder what other ways you are trying to deceive her.

k) Pay for audits. Buyers are justifiably wary of financial statements that have not been audited, or at least reviewed, by a qualified firm. This can often be an item that holds up a deal and shifts power to the potential buyer.

l) Document your processes. Imagine that you are a franchisor selling franchises. To do that, you will need to list every detail and process involved in your business, so that potentially anyone could operate it. This will result in a stronger, more stable, less risky business for any buyer…and also for you in the meantime or should you not sell it.

m) Create a business plan. This does not have to be a formal document but all the content of a business plan must be created in order for the buyer to perform due diligence and make an informed decision. I have a sample due diligence checklist I provide my clients.

n) Prepare an online data room. Years ago all due diligence materials would be in the form of physical paper documents that were organized into many binders. Confidential and secure access would be provided to the documents to prospective buyers in a secure room so that documents could not be taken or copied without permission. There are now online services that perform the same function and allow for a large portion of due diligence to be performed remotely. There are a variety of good online data room providers and prices can vary significantly with some willing to negotiate to meet your specific needs. Creating, uploading and managing access to the

documents securely and confidentially in a manner consistent with the negotiations and the type of buyer is something your point person should ideally do.

o) Create an Executive Summary ("Teaser"). Your executive summary should provide potential buyers with a clear understanding of how your business generates revenues and distributes products and services; the structure and ownership of the business, the general backgrounds of the management team; the overall financial profile including historical revenues by product and market segment, gross margins, EBIT/EBITDA; and investment highlights that summarize the top considerations related to your business. Grammar and spelling must be impeccable with a professional font and in a protected PDF format. Do not capitalize words in the body and do not use acronyms, flowery or aggrandizing language (e.g. "incredible opportunity" or "hugely profitable" as they hurt your credibility. Be honest. Odds are that potential buyers will uncover your dishonesty during the process and you will never rebuild lost credibility. Keep it no more than a couple pages. This forces you to write concisely and to focus on what matters most. Prospective buyers will review the document prior to executing a confidentiality agreement, so make sure they cannot identify your company from the executive summary to preserve your future choices, avoid having competitors spread rumors, and avoid distressing your employees and customers.

p) Anticipate and prepare rebuttals in advance. These include subjects like reasons for sale, valuation, periods of slower growth or lower margins, etc. Acknowledge weaknesses at the right times and in ways allowing you to ensure the issues are communicated in a favorable context. This allows you to build credibility with the buyer and keep you in the power seat directing the communication between yourself and the buyer.

q) Hire and prepare the rest of the team. Interview, select and engage the remaining experts you need (e.g. accounting, tax, legal and finance) to help you complete anhy of the preparation described and ensure they are all aligned for the sale process. Some experts you may already have such as accounting. However, tax, legal and of course finance experts need to have M&A specific experience, ideally in your industry. I usually start with securing the accounting and legal specialists who then sometimes have tax and investment banking contacts they enjoy working with. If required, the process to select the best-fit investment banker can take a couple of months. However, with a for smaller deals, where the potential buyers are already known, one may not be necessary, particularly if you've engaged a good point person. After developing the criteria, I'll agree with the CEO on five or so candidates and ask them to provide us with their pitch

(sometimes more casually called the “bake-off” or “beauty pageant”). Three or less will be asked to provide additional information and references plus have additional “what-if” discussions and negotiate fees. Here it is easily possible for an experienced contract point person to pay for themselves. For example, I have always been able to increase the banker candidates’ confidence that the process will be well run internally, thereby optimizing the opportunity for a high value and successful sale, and hence that they will get paid. I have always been able to negotiate materially reduced up-front cash fees as well as percentage points on the success fee.

r) Create a confidentiality agreement. During due diligence, the potential buyer will be given incrementally greater access to confidential information about your business. For your protection, you will need to agree with prospective buyers on a confidentiality agreement (“CA” or “NDA” (non-disclosure agreement)) to legally prohibit them from sharing confidential information they learn during the investigation. This event can occur fairly quickly so you will want to have your preferred terms ready and know what terms you are willing to negotiate. In my experience, this can be a serious negotiation unto itself because prospective buyers’ attorneys are reluctant to restrict their clients more than needed. It is also a telling point in the process whereby, based on their willingness to walk away because of confidentiality terms they find unappealing, you can get real sense of how interested they are to buy; or whether they are there to collect competitive intelligence.

2. Sale Process

The key to the sales process is being proactive and responsive, thereby maintaining leverage and momentum toward a favorable outcome for you and your business. In my experience, the best deals involve twice a day meetings – one early in the morning and one at the end of the day - between the CEO and the point person. In these meetings, actions and required support are reviewed and prioritized. The CEO’s priorities in the process are to:

a) Allow some slack time. When we are overwhelmed by pressures and lack of time we do not think as clearly and creative possibilities may not become visible. The most successful deal makers are those that can create daily windows of non-thinking time (it could be a run, a long shower or bath, meditation etc.) for their intuition to work.

b) Clear roadblocks to getting the necessary internal resources to do what is needed so the point person can keep the process moving with the various experts and the potential buyers. Once the CEO and point person are aligned after their early morning meeting, the CEO and the point person

should meet with whichever manager may be a roadblock to getting done what is needed and help them with whatever is in the way. There is a lot of work required to accurately and thoroughly produce the required information during the sales and due diligence processes. Later, if it gets that far, many sections in the purchase agreement will require supporting schedules. In particular, the representations and warranties section generally requires many disclosure schedules. To the inexperienced, this appears to be a rather benign exercise. For the veteran, this is the source of many hours of tedious research and dozens, if not more, spreadsheets and volumes of materials to present for due diligence and to place into supporting schedules. This can be a source of friction as each side discusses materiality of information requested and oftentimes for the seller many thousands of dollars more in legal fees if the process is not managed well. Many sellers who have been through the process vow to never sell another business without third-party help.

c) Another big mistake is not having alignment between the CEO and the board of directors. For example, if the board of directors is comprised primarily of heads of venture capital firms who want to sell, and the company CEO says he is supportive but at some level would rather continue to build and run the company then the process is likely to fail. The CEO may go through the motions but the lack of drive will show up as delays in responses to buyers, inadequate preparation of materials and meetings and result in a frustrated point person. This is because what is needed for a well-run sales process will not really be the CEO’s top priority and this feeling will transfer throughout the management team resulting in the company appearing unprofessional and disjointed to everyone involved.

3. Letter of Intent

At some point, if the sales process is successful, the field will be narrowed down to one highly certain prospective buyer. At this point your lawyer (or the buyer’s lawyer) will draft a letter of intent (LOI), or sometimes also called a Memorandum of Understanding (MOU), that states the broad terms of what a definitive purchase agreement might look like. An LOI is usually, but not always, non-binding but even if so, it crystallizes the discussions up to that point and provides clarity of intentions related to key terms yet to be negotiated in detail. Changing what is agreed in the LOI, should be supported by a significant change in conditions, otherwise it will affect trust and could jeopardize the deal itself.

Terms included in the LOI are purchase price, form of consideration, assets and liabilities included, exclusivity period, and conditions to close. As the seller, the following are some items that can become issues if not adequately addressed in the LOI:

- Exclusivity. Most buyers will request an exclusivity clause in which the seller agrees to cease all negotiations with any other buyers. After signing an LOI with an exclusivity clause, the seller's negotiating position is diminished, so if you are the seller take your time in order to maintain strength in your negotiating position and increase the odds of getting what you want. In exchange for this "standstill" period, the seller should consider requesting a deposit or negotiate greater certainty in some of the terms that matter to you most and/or a "break-up fee" if the buyer chooses to not proceed for reasons other than breach by the seller. Buyers may also word the exclusivity clause such that the period continues as long as the parties are negotiating in good faith, which creates significant risk to the seller that the buyer will drag the process out to get better terms. So Its wise for the seller to limit the length of the exclusivity period to ensure it isn't abused.
- Drive the timeline. In my experience, driving the process to an agreed timeline, letting the buyer know, that you have other options if they can't comply, is a good way to get what you want. I suggest including that the potential buyer intends to provide the Company with a mark-up of the purchase agreement (which means having your proposed form ready) promptly upon the execution of the letter of intent. And that unless extended by mutual agreement, the buyer will (i) complete due diligence and (ii) sign a definitive merger agreement with the Company within xx days (I suggest 30 and no more than 45) after the execution of the letter of intent. Ask the buyer to comfirm that he is willing to work expeditiously on the transaction and is confident it can meet this time frame with mutual cooperation and commitment from the seller.
- Net Working capital. The purchase price is often negotiated on a zero cash and zero debt basis, but not always, so be careful to define which current assets and liabilities are to be included and consider items, which you may not think of such as loans due from owners, officers, or employees, prepaid investment banker fees, customer deposits, deferred revenues and deferred taxes. If you're not clear here expect that later, when the buyer has more leverage, the buyer will attempt to include everything he can in the price and for it to become a point of contention. This can cost the seller hundreds of thousands of dollars or more. Additionally, if the deal is not being negotiated on a zero cash basis and the business has a fair amount of cash, I recommend the seller make it clear that the purchase price includes only the level of cash and net working capital required to run the business over the course of the coming year (based on a historical analysis adjusted for extraordinary items and growth), and take the rest of the cash out.
- Training and transition period. Be clear here, or the buyer will likely demand that you and other key people continue to provide support for an excessive period.
- Holdback or escrow. Many LOIs don't mention an escrow or holdback of the purchase price at the outset, but the seller is often shocked to later see a large holdback of the

purchase price required by the buyer in the purchase agreement. If this isn't negotiated in the LOI it will be more challenging for the seller to do so later once negotiating leverage is diminished.

- Earn-out. If its not made clear by the seller his position on an earn-out of a portion of the purchase price, the buyer may express disappointment with the findings from their due diligence and demand later that a portion of the purchase price be paid based on business performance after closing.
- Definition of purchase price. Some buyers will propose that the LOI contain a price range instead of a specific price. For example, the LOI may define the purchase price as "between $x million to $y million, depending on the buyer's findings during the due diligence period." This increases the odds of receiving the low end of the range. Its better to negotiate the price you want in the LOI and create a clear formula for any adjustments.
- Seller financing. If the buyer is securing third-party financing, are they also asking you to hold a note? If so, consider that you will be higher risk lower priority position.
- Representations and warranties. As the the seller, consider providing your expected representations and warranties, even attaching the proposed form of the purchase agreement, thereby making it more challenging for the buyer to later make demands that are in his favor without having good cause.

These are just some of the items that a seller should consider in the LOI. And wherever agreement terms are not being clearly defined because of uncertainty, consider stating that remaining purchase agreement terms will be negotiated in good faith consistent with normal or reasonable industry standards.

After an LOI is agreed, the next step is for the seller to set up the online data room for the buyer to perform due diligence.

4. Purchase Agreement

If you're quite certain the sale will occur, I recommend having your lawyer draft the purchase agreement well in advance, even attaching the form of it to the LOI for reference. Otherwise, once the buyer has completed due diligence and you and the buyer have agreed to the major terms, have your lawyer draft a purchase agreement detailing all the terms, conditions and covenants of sale. While each deal is unique almost all purchase agreements share key terms dealing with structure and allocation of risks between the parties. In this case, I assume it is a share purchase versus asset purchase. If it were an asset purchase, you could largely substitute "assets" for "shares" in the discussion.

a) Definitions. This section rarely receives enough attention. Particularly, important terms such as "Net Revenues", "Adjusted EBITDA" and "Net Working Capital" are subject to highly varied

interpretations and should be clearly defined with examples. Ideally, any person reading the purchase agreement should read a definition and have no doubt as to its meaning. Poorly written definitions become major future problems when buyers and sellers disagree on the amount of a post-closing working capital adjustment, earn-out calculation or need for a purchase price adjustment. For example, does “Net Working Capital” include only trade receivables? Deferred revenues? The current portion of assets and liabilities on the balance sheet classified as long-term? Does “Adjusted EBITDA” include or exclude “market” adjustments to retained seller’s salaries? To remove any doubt, I often include examples using the prior quarter’s financial statements.

b) Purchase and Sale. This section states the purchase price, how and when the purchase price will be paid (e.g. wire transfer, bank draft, certified check). In the case of multiple sellers, it will also outline how the purchase price will be divided among them and the form of consideration (e.g. cash, stock or some combination of the two).

c) Purchase Price Adjustment. The closing financial statements of the company are usually not completed until up to 90 days after the closing date. Because of this, the buyer will want to negotiate a holdback of a portion of the purchase price to adjust the purchase price downwards in the event of negative changes after the closing date from the estimates that were used. Other items that can adjust the purchase price include working capital changes, increased debt, profit and loss items, and valuation of certain assets.

d) Earn-Outs. Earn-outs specify additional consideration that the buyer must pay to the seller if the company meets certain performance targets in the future. If there is an earn-out, the buyer pays part of the purchase price at closing and the rest is paid in one or more stages if the company achieves certain earnings or operational targets.

e) Escrow. Escrow is a withholding of a negotiated portion of the purchase price by the buyer for things such as post-closing adjustments or indemnification obligations. It is held usually by a lawyer or a trustee in a protected escrow account under a separate escrow agreement. Escrow funds are paid by the buyer in one or multiple instalments over time as certain conditions are met.

f) Representations and Warranties. This section is mostly about allocating risk and often serves as the basis for indemnification claims in the event of a breach. Most representations and warranties are made by the seller to the buyer covering a wide range of issues. Particularly in international

sales, this section can include items such as foreign corrupt practices representations, asset control, and employment issues. A primary concern for the seller is certainty of closing, and so the Seller will want to ensure that the buyer has the ability to pay the purchase price and that the closing is not contingent upon any unknown fees or actions by the buyer with third parties, like financing. The following are key provisions:

- Materiality – the buyer will sometimes want a blanket representation stating that neither seller nor the target company is a party to any litigation. However, the seller will want this limited to "any material litigation" or any litigation that may have a "material adverse effect" on the transactions covered by the agreement.

- Material adverse effect or material adverse change - "Material adverse effect" clauses offer the buyer an "out" in the event that the business or prospects of the company are adversely affected in a material way. The seller will want such clauses to be applied as narrowly as possible; whereas the buyer typically wants them broad thereby allowing the buyer to terminate the deal if conditions deteriorate materially before closing or to be indemnified if conditions materially change after closing.

- Knowledge - a knowledge qualifier is often included to limit the scope of some representations, e.g., "to the knowledge of seller there is no material legal action pending against the company." The parties will also negotiate whose knowledge matters for the purposes of the representations, and this usually comes down to certain key employees of the company.

- Survival - one of the key issues is how long reps and warranties survive after the closing of the transaction. The seller will want the survival period to be as short as possible (e.g. six months) and the buyer would want them to survive as long as possible (e.g. eighteen months). Some, such as title to shares will have no survival limitation. However, others such as tax and employee benefit matters will fall within a narrower range.

g) Closing Conditions. Usually, there is a time delay between signing and closing of the sale and each party will require the fulfillment of certain conditions (e.g. documents delivered, events to have occurred) for closing to occur. Common closing conditions include obtaining necessary government approvals, obtaining shareholder approvals, and no material adverse changes in the company.

h) Covenants. Interim and post-closing covenants detail how the seller and buyer commit to conducting business before and after the transaction. Common pre-closing covenants include the

seller operating the business as usual until closing, not entering into any material contracts, not incurring any indebtedness, not issuing shares, not declaring or paying any dividends, not disposing of any assets or making any acquisitions, and not making any capital expenditures beyond a certain amount. Post-closing covenants include the seller not competing for a certain period of time and not soliciting any employees. The buyer will often be required to maintain director and officer indemnification (D&O) insurance to outgoing directors and officers.

i) Termination and Break-up Fees. Termination provisions allow the parties to walk away from the deal under certain circumstances. Associated with the termination provision is what is referred to as a "break-up fee," which compensates the party who is not in breach if the deal is terminated. In my experience, the break-up fee is typically 3 to 4 percent of the deal value.

j) Indemnification. If a party breaches a covenant or representation made in the purchase agreement or other deal documents, the non-breaching party is typically entitled to some remedy or indemnification. The agreement will normally include procedures for notifying a party of an indemnification claim and other requirements associated with indemnification such as any requirements to cooperate in settling a third party claim. Indemnification claims are limited to a maximum amount a party can recover and a deductible per claim. Certain breaches will have no limitation in terms of a maximum recovery, such as legal authority to complete the transaction and title to shares. Indemnified actions often include intellectual property, taxes, employment matters and securities issues. Disagreements over indemnification can be the undoing of a transaction so it's best to address this section early on in the drafting process.

k) Miscellaneous. Common clauses include governing law, dispute resolution, allocation of expenses and assignability. For example, if the purchase agreement is not assignable, you the seller may run into administrative problems if you want to move control of the company to a subsidiary before the closing.

5. Closing

On the agreed closing date, usually, the CEOs, CFOs and lawyers of both parties meet at one of the law firms' offices to confirm the completion of required events, the accuracy, and completeness of the closing documents and provide final signatures. Often there is boardroom full of numbered and labeled file folders corresponding to the closing conditions checklist with documents to be signed. The meeting culminates with the final signatures and simultaneous wire transfer of funds or certified check for the first instalment of the purchase price. This, of course, is a major event

after months of intense effort by both parties and a time to celebrate. Also… the work has just begun for both parties to receive the value they expect from the deal.

6. Business Integration

All too often, buyers do not receive the desired value from the deal. And so the more you the seller can create conditions that instil the buyer with confidence of a smooth integration with their business or their management, the less likely the buyer will be to discount the value of your business or demand extended earn-outs and escrows. After signing the deal do what you can for the business to succeed as it was sold. This involves working toward a fast-paced integration with disciplined and prioritized planning, delivering a well-coordinated launch (e.g. to employees, customers, partners, shareholders etc.), and keeping a focus on the key value drivers behind the deal. As discussed, often deals will involve instalment payments or earn-outs based on performance and so this is more than just fluff. Paying attention to integration can directly affect the value created and the total amount of cash that ends up in your pocket. This again is where an experienced point person, one who has actually conducted such integrations in operating companies, can add significant value.

On my blog can be found another article focused specifically on M&A integration success.

Conclusion

Being highly prepared, disciplined, informed and proactive are keys to obtaining the highest value for your business. I hope this article helps you in doing so. This article is also just a summary of information, and because each situation is unique, should not be relied upon without additional expert advice specific to your situation. I wish you well on your deal!

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About Rob Pilz

An entrepreneurial senior executive, including CFO, of public and private companies, I've enjoyed building, optimizing and financing businesses ranging from Fortune 500s to Deloitte Technology Fast 50™s. With a passion for bringing out the best in leaders and an expertise in creating leverage, I am passionate about elevating human and organizational performance. I welcome your questions or comments at my website www.robpilz.com, to my email address at rob@robpilz.com or phone +1.604.722.5361.