





### Benefits of Buying



#### Lowest Risk:

- + Existing momentum / team
- + Most like an investment vs. entrep / startup
- + Fastest payback time
- + Most predictable from cashflow / planning
- + QSI Approach





- + Historical Aspect It's built here
- + Bank will help
- + SBA / Govt will help
- + QSI is a very interesting strategy

#### Career Transition:

- + Fastest way to replace income
- + Reasonably predictable based on down payment





#### Personal Growth:

- + Biz will challenge you
- + You will have your opportunity to shine
- + You are "the man" vs. working for "the man"
- + Leadership development
- + Knowledge is more available than ever



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Owner vs. Entrepreneur



### Personality Type:

- + Pragmatist vs. Artist
- + Are you doing this to be cool or make money?
- + Entrepreneur vs. Investor
- + Manager Profile = Owner

#### The Passion Cycle:



**Obsession** 

**Passion** 

**Boredom** 







## Opportunity: Deficiencies



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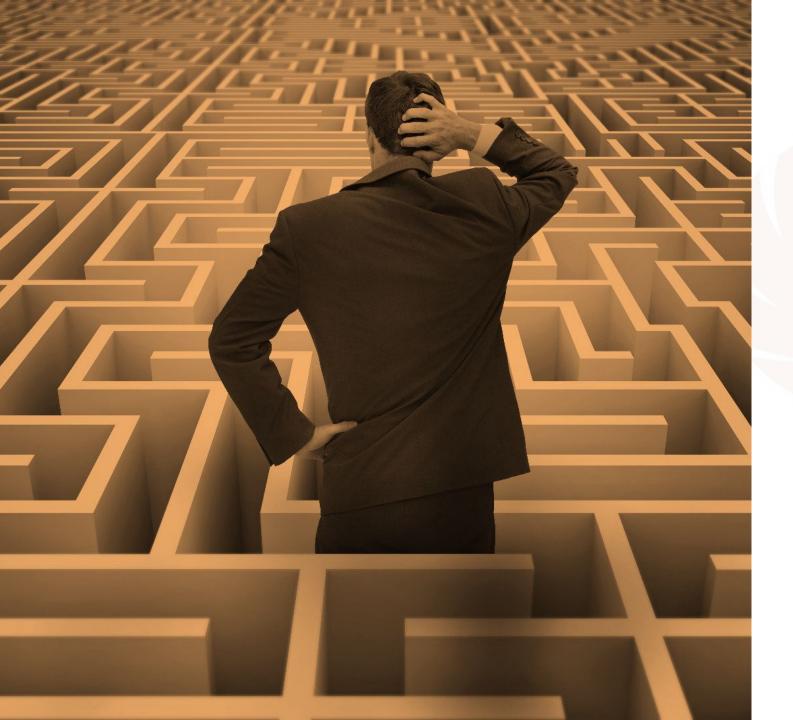


#### **Gut Check**



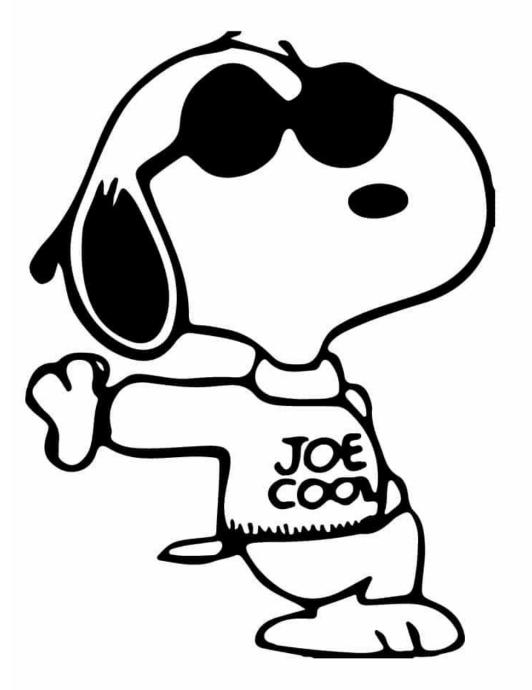


## Risk Tolerance Debt Tolerance





# High Frequency Problem Solving





## JOE COOL FRAZZLED FRAN?



# Frustration + Pain Life Insurance + Vultures Dedication + Sacrifice

#### The "I Will Be Different" Lie





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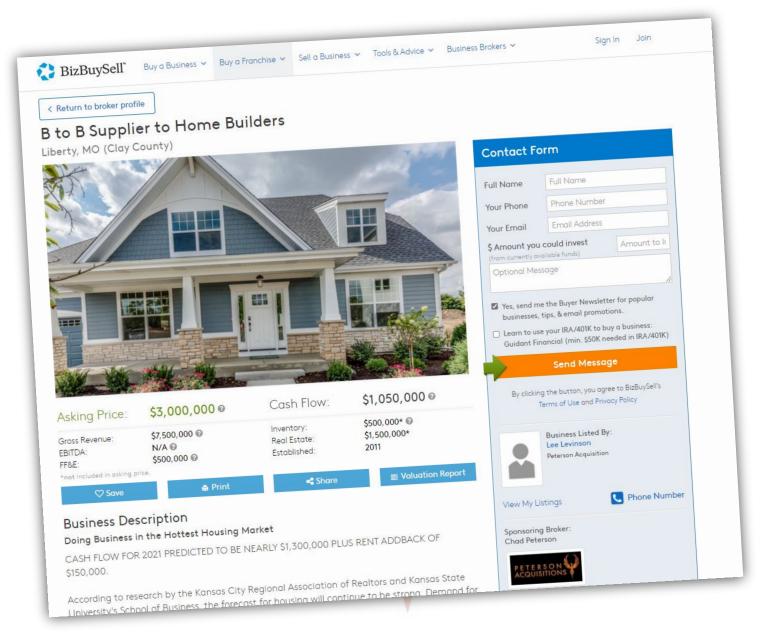








### **Business Shopping**





#### Research & Learn

## Blind Ads Show A Lot!



# Rule of Thumb: SDE x 3





## Typical Range: 1.5x to 4.5x



#### **GUIDELINES FOR MULTIPLES**

Low **1.5**x



Heavy Owner Involvement

SDE< 70k

High Labor Demand

**Customer Concentration** 

Harder to Finance

Opportunity = Address Weaknesses Low Mid 2.5x



SDE < 120k

Labor Heavy Industry

Not a Niche Biz

Erratic Earnings

Service / Retail / Construction

Biz < 5 years

High Mid **3-3.5**x



3x = Standard

Easy Transition to Owner

3.5x = Higher Earnings

SDE > 500k

Absentee Owner

High 4+x



SDE > \$600k

Desirable Industry

Manufacturing

Steady Growth

Strong Mgmt Team

Intellectual Property

## Make A List Profile to Narrow Your Scope





## PREPARE PRIOR TO TALKING TO A BROKER

## CALCULATE YOUR PAYMENT A Quick Guide





#### Quick Example:

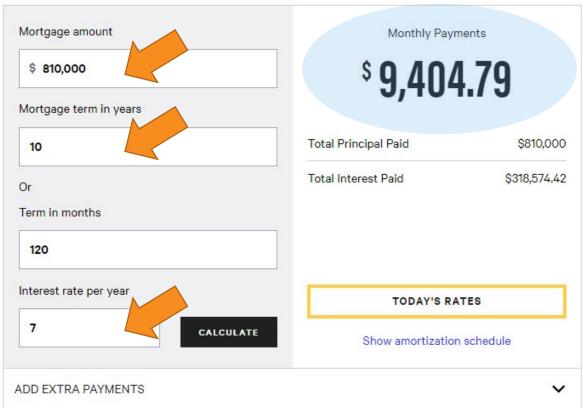
- + \$900K Asking Price 3X Cashflow
- + Cashflow = \$300K
- + Required Down Payment = \$90K
- + Loan = \$810K
- + Annual Payments (10 yr / 7%) = \$113K
- + Post Close Net Cashflow = \$187K (after payment)

KNOW HOW TO CALCULATE THESE!

#### Amortization Schedule Calculator

Amortization is paying off a debt over time in equal installments. Part of each payment goes toward the loan principal, and part goes toward interest. With mortgage loan amortization, the amount going toward principal starts out small, and gradually grows larger month by month. Meanwhile, the amount going toward interest declines month by month for fixed-rate loans.

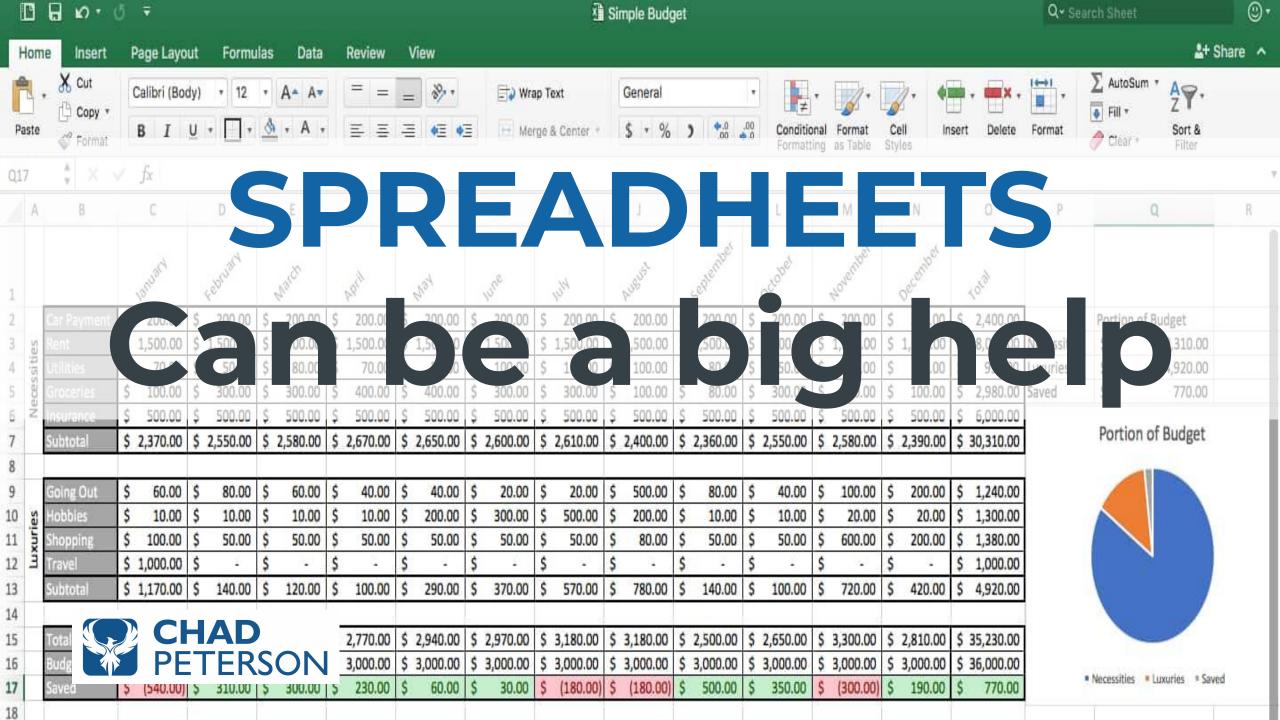
Your amortization schedule shows how much money you pay in principal and interest over time. Use this calculator to see how those payments break down over your loan term.



#### Current Mortgage Rat 7, 2022 Advertiser Disclosure Purchase Zip Code 66201 Property Value \$ 406,250 Loan Amount \$ 325,000 Loan Term 30 year fixed Credit Score

## Loan Amortization Calculator







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PFS + NDA



## Do You NEED TO SEE More Information?

## The Blind Ad Shows A Lot The CBR Shows Even More





# Broker Obligation To Sellers



#### QUALIFIED VS. NOT QUALIFIED





- @ WWW.PETERSONACQUISITIONS.COM
- □ 913-647-7500
- ⊕ 8700 MONROVIA SUITE 310 LENEXA, KANSAS 66215

#### Non-Disclosure and Confidentiality Agreement

Legal Document Peterson Acquisitions

Peterson Acquisitions' Agreement with our Sellers requires us to obtain a Non-Disclosure and Confidentiality Agreement and evidence of financial ability before we disclose the name and location of the business. Information you disclose to us will be kept confidential. IN CONSIDERATION FOR information on businesses offered for sale by Peterson Acquisitions, (to be referred to as "PA") I understand and agree as follows:

- 1. Information provided on businesses by "PA" is sensitive and confidential and its disclosure to others would be damaging to the businesses and to "PA"s fiduciary relationship with the Seller.
- 2. I will not disclose any Information regarding these businesses, including the fact that the business is for sale, to any other person who has not also signed and dated this Agreement except a retained attorney or accountant, in which case I agree to obtain their consent to maintain such confidentiality. The term "Information" does not include any information that is, or becomes, generally available to the public or is already in my possession. All Information provided to review the business will be destroyed in the event the review is terminated.
- 3. I will not contact the Seller, Seller's employees, suppliers, or customers except through "PA". I will not use the confidential information I receive through this process to compete with the Seller.
- 4. For any business presented to me by "PA", I agree to make all communications, offers to purchase, negotiations, or inquiries through "PA" for a period of not less than two years after the date the business is presented. I agree to utilize "PA"s documents for the purchase of the business. I agree not to purchase any of the businesses shown by "PA", in part or in whole, without involving "PA" in all aspects of the purchase.
- 5. All Information is provided by the Seller and is not verified in any way by "PA". "PA" is relying on Seller for the accuracy and completeness of said Information, has no knowledge of the accuracy of said Information and makes no warranty, express or implied, as to such Information. Prior to finalizing an agreement to purchase a business, it is my responsibility to make an independent verification of all Information. I agree that "PA" is not responsible for the accuracy of any Information I receive and I agree to indemnify and hold "PA" harmless from any claims or damages resulting from its use. I will look only to Seller and to my own investigation for verification of all information regarding any business offered by "PA".
- 6. "PA" does not give tax, accounting, or legal advice; I understand that it is my responsibility to obtain independent legal or professional counsel, and any statements or representations made by "PA" do not constitute such.
- 7. Should I enter into an agreement to purchase a business "PA" offers for sale, I grant to the Seller the right to obtain, through standard reporting agencies, financial and credit information concerning me or the companies or other parties I represent and understand that this information will be held confidential by Seller and "PA", and will only be used for the purpose of Seller extending credit to me should an agreement to do so arise. In the event that I pay an earnest money deposit, and I, the Buyer, cannot consummate this business/investment purchase through no fault of my own, the earnest money deposit will be refunded in full LESS any amount expended for an appraisal, credit report, U.C.C. filing search, or other expenses incurred and agreed to herein, or for services which I, the potential buyer, would obviously derive benefit from regardless if this sale had been consummated. I agree that if I should refuse to or delay completion of this transaction, then any funds or deposit with the "PA" will be forfeited. www WWW.PETERSONACQUISITIONS.COM 913-647-7500 WORLDWIDE BROKERS 8700 MONROVIA LENEXA, KANSAS 66215 SUITE 310



#### **Be Prepared** to Sign An NDA

#### (Note: You **WANT this!)**



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#### PERSONAL FINANCIAL STATEMENT

Last Name: Curtisray First Name: James

Are you aware of any credit problems, judgments, bankruptcies, etc. that would impact your ability to obtain an SBA loan? NO

#### **ASSETS**

	AMOUNT
ACCOUNT	
many 19 11 20 Parker	4100
cash on Hand and in Banks	4200
401K, IRA, or SEP IRA (1)	4300
Real Estate	4400
Stocks, Bonds, Government Securities, etc.	4500
Other Assets (2)	4600
TOTAL ASSETS	4000

#### LIABILITIES & NET WORTH

WD:		
	AMOUNT	
ACCOUNT	4700	
Notes Payable / Credit Cards	4800	
Liens on Real Estate / Mortgage	4900	
Other Liabilities (2)	5000	
Total Liabilities	5100	
Net Worth \$		



#### **Be Prepared** to Complete A PFS

#### (Note: You WANT this too!)



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Making an Offer

# GOOD BROKERS HAVE A SYSTEM







#### **CONFIRM FINANCING**

- ✓ Do you have 10% of the offer price to put as a down payment
- ✓ Do you have any blemishes on your credit?
- Can you afford this business?
- ✓ Don't waste time going down a path that will fail





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Manager Initials	Date

	BURCHAS	Manager Initials Date
	OFFER TO PURCHAS	Date:
	and the business	known as
The Buyer agrees to purcha	ise from the Seller the assets of the business, located at, located at, seconds rademarks, trade name counts receivable.	s, and other intangible assets, but excluding
Luding all equipment, fixtures	goodwill, inventory, trade	
cluding all equipment, fixtures sh, securities, and earned ac	shall be paid as follow	/s:
Business purchase price o	shall be paid as follow  shall be paid as follow  Deposit on the date of this agreement and the date of the same acceptance.	ent, included in down payment.
a. \$	Deposit on the date	ent, included in down payment. e by Seller, included in down payment. he closing in cash or certified check.
a. \$	Additional deposit upon as the	e by Seller, includes he closing in cash or certified check.
b. \$	Balance of down payment due at	
c. \$	Tetal Down-Payment	
d. \$	- L. Francing	
e \$	a Har financing	
g. \$	Additional terms	A aquicitions:
g. \$	Total Pulchase 1	, 20, at the office of Peterson Acquisitions; at Sellers cost. If the actual amount is
\$	en or before 5:00 P.M. on	_, 20
3. The closing shall take p	their own closing costs.	at Sellers cost. If the actual amount is or exceed \$
		at Sellers coon
However in no     At Sellers cost     The sales tax, if any,     When physical posses that the premises will     The Buyer and Selle     Seller agrees to prove     The Seller warrants	and paid direct to seller in addition to purchas and paid direct to seller in addition to purchas shall be paid by the Buyer on: vehicles, fixture assion is delivered to Buyer, Seller warrants the pass all inspections necessary to conduct surragree to execute all documents necessary to	se price. s and equipment. at all equipment will be in working order and the business.
11. Buyer and School	7	table terms. If
Buyer Initial a. Buy buy	ver to apply and be approved for financing and ver does not apply with at least one Peters comes non-refundable. Application to be of comes and approval of the financials of the	ne business to be completed within
b. bi	days of receipt.	ease satisfactory to Buyer.
o Bi	uyer review and approved I days of receipt. Iyer obtaining a valid lease or assignment of le	111111111111111111111111111111111111111
C. DC		



#### Complete a **Thorough OFFER TO PURCHASE Form**

## Key Terms:

- + Price
- + Asset vs. Stock
- + Seller Carry
- + Assets Included / Excluded
- + Owner Transition
- + Non-Compete
- + Close Date











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**Successful Transitions** 







## Pre-Close

Checklist

Will



Be

Extensive



## Employee Retention Morale







## THANK YOU!

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**Additional Thoughts** 







#### **BROKER CHECKLIST**

- Experience
- Entrepreneurial
- ✓ Financial Acumen
- Banking Knowledge
- Hustle / Activity
- Negotiation Skills
- Real Exit Planning





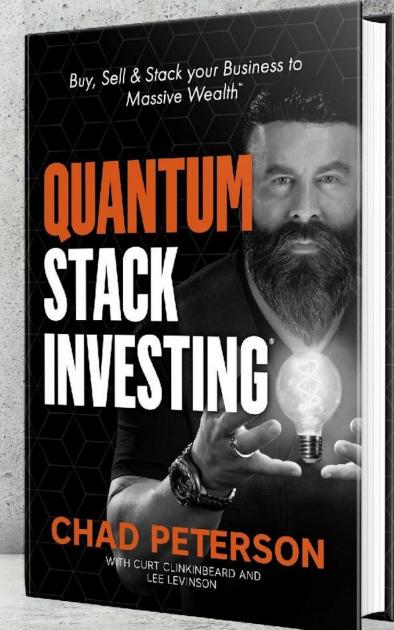


A customized Buyer program to find & acquire the right business deals based on your specific, overarching goals.



#### **BOOK GOALS**

- Smart Sellers
- Smart Buyer
- QSI Concept





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#### SIMPLE EXPLANATION

- Sell One Business
- Use the Proceeds as a Down Payment for a Larger Business



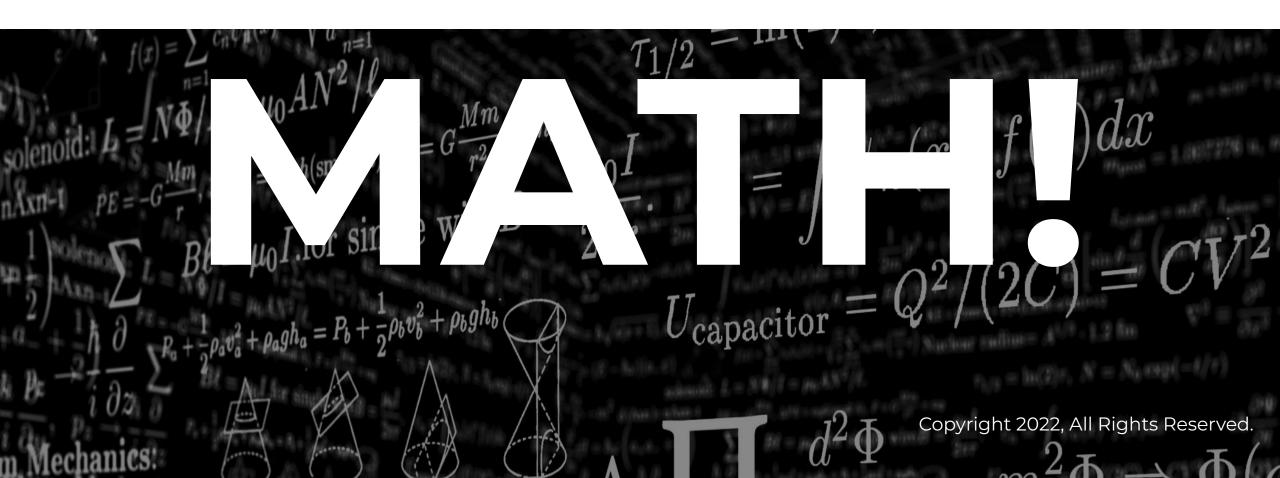


# LEVERAGES DEBT = 10% Down + Cashflow Makes Payment





### LEVERAGES





Financial Potential







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### You Have Made Your Contribution









# Quantum Stack Stack Makes This Faster!



### Step 2: Pick a Broker



# STEP 3: DETERMINE PRICE – CASHFLOW MULTIPLE









## STEP 6: Prepare NDA











### Step 9: Negotiate Terms









# Capitalize Market/ Industry Trends

## Trim Waste Future Plan





### Capital Gains Vs. Income Tax

### IMPACT LESS THAN MOST THINK





## Asset vs. Stock Can Impact (Need a Tax Advisor / CPA)