



Purchase Process Summary

1. **The Search.** We will begin the process of finding a practice for you to purchase. We will provide you with summary information of practices we have listed that will fit your needs, or help you to analyze information and determine the fair market value of practices that you may find listed by other brokers, etc. You will be asked to sign a Confidentiality/Non-Disclosure agreement .
2. **The Practice Visit.** Once you have determined an interest in a practice, the sales consultant will arrange a practice visit. You will let us know several available dates which we will coordinate with the selling doctor. (Selling doctors do not like to be contacted at their office due to their concern over the confidentiality issue). We will contact you or coordinate to confirm the appointment, provide you with directions At this initial meeting, you will have a tour of the practice. The first visit should serve as an introductory meeting to see the office and equipment and its location, and to discuss the seller's reasons for selling, type of most commonly performed procedures in the practice, what treatments are being referred out by the seller, and compatibility between the selling doctor's and your philosophies, etc.
3. **Statement of Interest.** If you are interested in proceeding with the potential purchase, we will prepare a Statement of Interest for your signature. This will enable you to obtain all detailed financial information about the practice including tax returns, financial statements, production reports, lease etc. At this time you will make a refundable deposit of \$1,500 to \$2500 depending on the practice size . This amount is credited to the purchase or refunded if no purchase occurs. The Statement of Interest is legally non-binding.
4. **Letter of Intent.** If you wish to move forward with the process, we will assist you in the preparation of a Letter of Intent. This is a non binding purchase offer for the practice and will include the price offered and identify any terms or contingencies associated with the offer. This is also legally non-binding. The seller will either accept, reject and/or counter your offer. There is an additional refundable deposit of \$5,000 for practices with gross revenue of under \$500,000, and \$10,000 for practices over \$500,000 gross revenue. This deposit will also be credited to the purchase price at settlement or refunded if no purchase occurs.
5. **Negotiation.** After acceptance of the offer by both parties and funding arrangements are underway, we will facilitate a meeting or phone call with both parties to agree on as many of the contractual items as possible. These items can include: the settlement date, the transition process and employment agreements if applicable, staffing, covenant not to compete, etc.
6. **Contracts .** A Purchase Agreement will need to be prepared. This document will be prepared by an attorney (referrals will be provided) McNor will advise the parties as to the best approach for retaining an attorney.
7. **Closing .** Prior to closing , you will have secured financing and provided written confirmation of this to The McNor Group. We will confirm with the closing attorney that all final Documents are prepared to include Purchase Agreements and any other final closing documents required to complete the transaction which may also include the Bill of Sale; Promissory Note(s), Lease, Employment Agreement, etc. The selling doctor and the buying doctor will receive original executed documents for their records. At Closing, the funds for the purchase of the practice are transferred to the seller typically via wire and any working capital to the buyer. At this time, the seller will pay The McNor Group the balance due on its commission in accordance with the terms of the listing contract.
8. **Obtaining Financing.** McNor group will assist the buyer with obtaining funding and will refer the top industry lenders to the buyer candidate as well as assist in the analysis of the lending options with regard to rate and term.

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