

Clients' Success

LILES PARKER DEAL FILES – SAMPLES OF OUR CLIENTS' SUCCESS

Our clients' success translates into our success. We pride ourselves on tailoring and adapting our legal counsel to our clients' varying needs and objectives. Our lawyers understand that your deal is important to you and that every deal is different. We listen to and understand your objectives and help you achieve them. Here are some samples of our transactional work on behalf of clients:

1 An AmLaw 100 firm had provided a hefty fee estimate for closing a client's business sale transaction. The deal needed to close by year-end, which was three weeks away. Our client asked us for an estimate and whether we could get the deal closed in time. We looked at the proposed transaction structure, which involved our clients' contribution of assets to a newly formed limited liability company to be jointly owned by our clients and the buyer. Not a particularly simple structure. We did a little homework on the buyer and its lawyer and determined that both were sophisticated and well regarded. Our client and we both felt the transaction could be negotiated and closed smoothly and we quoted a substantially lower fee estimate. Lawyers for the two sides produced contracts well crafted to the transaction and negotiations proceeded quickly. The transaction closed on time and "under budget" and the resulting business has been a great success.

Getting your deal to a successful closing – deal expertise tailored to your needs

2 Our client wanted to sell its staffing business to focus on other opportunities. The business was desirable and the client had identified a number of bidders. The client and we decided to conduct an "auction." One buyer had other ideas and presented a very attractive preemptive bid – all cash. There was only one catch – the buyer wanted to promptly sign a contract but close three months later than our client's target date. When we indicated we'd go to auction, the hot buyer offered a big "non-refundable" deposit and certainty of closing in three months. We told our client, and then the buyer, that a closing was only certain if there were no closing conditions in the purchase agreement. After some negotiation, the buyer agreed to forego customary closing conditions and we were able to advise our client the buyer's obligation to close under the contract was virtually "bulletproof." Our client slept soundly during the interim period and the deal closed as agreed.

Creativity and adaptability brought to your transaction – deal expertise tailored to your needs

3 Our client, the founder and majority owner of a consulting company, asked our assistance in selling the company. As the transaction evolved, the best offer emerged from a minority owner of the client's company. However, negotiations between the principals continually broke down and the deal appeared dead. Realizing that the transaction was more like a difficult divorce than a typical business transaction, we recommended to our client that all communications with the buyer run through Liles Parker. Negotiations resumed and we successfully negotiated a complex transaction with the difficult buyer and its equally difficult counsel. The proposed structure had involved deferred earn-out payments. Towards the end of the negotiations and knowing the parties, we suggested to our client this structure would likely result in future problems – including possible non-payment and litigation. In the end, a cash

deal was agreed and closed.

Understanding that YOUR deal may be different – deal expertise tailored to your needs

4 A consulting company arranged to buy an annual industry survey from an insolvent competitor, but had not been able to get a term sheet or other written commitment signed. The seller hadn't marketed the survey widely, and the buyer client needed to close the sale promptly to avoid being "shopped." Recognizing that under these circumstances, our client would have no effective recourse for breaches of the agreement by the seller anyway, we prepared a purchase agreement with simplified representations and warranties. When the seller reviewed the document, the only negotiation was over the non-competition terms which would bind the seller's principal shareholder. Liles Parker worked with the buyer to determine exactly how the principal's future conduct could harm the buyer's conduct of the survey, and was able to shift the non-compete to be more of a non-solicitation covenant. The results were deal terms that protected the buyer's true interests, but fostered a prompt closing without protracted negotiations.

Sometimes simpler is better – deal expertise tailored to your needs