



**COMPANY INFORMATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Person(s) to contact regarding this information:**

Name: _____	Name: _____
Title: _____	Title: _____
Phone: (____) ____-_____	Phone: (____) ____-_____
Email: _____	Email: _____

Years in business: \_\_\_\_ Principal business activity: \_\_\_\_\_

State where incorporated: \_\_\_\_\_ Fiscal year end: \_\_\_\_\_

\_\_\_\_C Corporation \_\_\_\_S Corporation

\_\_\_\_LLC If an LLC, are you taxed as S Corp\_\_\_\_ or partnership \_\_\_\_

Accounting method: \_\_\_\_Cash \_\_\_\_Accrual

Is the company a Minority or Women-Owned Business? \_\_\_\_Yes \_\_\_\_No

**PREVIOUS VALUATIONS**

Have you ever had a valuation of the Company? Yes\_\_\_\_ (please provide a copy) No\_\_\_\_

Value: \$\_\_\_\_\_ Determined by whom? \_\_\_\_\_

When was this completed? \_\_\_\_\_

Do you participate in a PEO? \_\_\_Yes \_\_\_No

If Yes, name of the PEO you use: \_\_\_\_\_

	Number of Employees	Annual Payroll
Salaried		
Hourly Non-Union		
Hourly Union		

**EXISTING BENEFIT PLAN INFORMATION**

	Yes/No	Most Recent Annual Employer Contribution (\$)
Profit sharing plan		
401(k) plan		
Defined benefit plan		
Simple Plan		
Other:		

**OBJECTIVES FOR CONSIDERING AN ESOP (Please Rank 1, 2, etc. or N/A):**

\_\_\_ "Tax-free" liquidity                      \_\_\_ Exit Strategy (if yes, how soon) \_\_\_\_\_

\_\_\_ Sale to management                      \_\_\_ Maximize retirement benefits

\_\_\_ Estate planning                              \_\_\_ Increase employee productivity

\_\_\_ Charitable giving                            \_\_\_ Employee retention & motivation

\_\_\_ Attract Executives                          \_\_\_ Increase corporate tax deduction

Other: \_\_\_\_\_

**ADDITIONAL INFORMATION**

**In order to do a complete valuation, we will need the following:**

1. 5 Years of historical financials – revenue, profit and EBITDA (CPA Prepared, Preferred)
2. YTD balance sheet and income statement
3. Trailing twelve-month income statement
4. 5-year forecast (example template attached)
5. Debt amortization schedule of all existing debt

**OWNERSHIP**

Shareholder Name	Shares	%	Year Stock Acquired	Age	Employee?	Annual Compensation	State of Residence	If C Corp - Provide Basis in Stock	If S Corp - Accumulated Adjustment Account Balance

**FAMILY MEMBERS**

Please provide a breakout of any family members employed by the company:

Name	Relation	Age	Annual Compensation	Compensation considered market rate?	Annual Hours

\*\*If you have ownership in more than one company, please complete a fact finder for each individual company.



**BUSINESS  
TRANSITION  
ADVISORS**

**CONFIDENTIALITY AGREEMENT  
RELATING TO THE DISCLOSURE OF FINANCIAL INFORMATION**

In consideration of Business Transition Advisors, Inc. (hereinafter "BTA"), disclosure of information regarding the proposed ESOP, the Undersigned agrees to the following terms and conditions:

1. Confidentiality: The Undersigned understands and agrees that any information with respect to the proposed ESOP furnished to "BTA" is sensitive and confidential and shall be maintained by "BTA" with the utmost confidence. The term "Information" includes, the identity of the ESOP, contact information, financial and operational data and all other information and data pertaining to the Company and its businesses and even the fact that the Information has been provided or that the company is considering setting up an ESOP or holding conversations with BTA. BTA understands that all information is being furnished solely in connection with its consideration for the proposed ESOP as a prospective advisor to the "Undersigned".
2. The Undersigned acknowledges that the information furnished now and in the future to the Undersigned is considered to be trade secrets and as such is integral to the continuance of BTA's business and the businesses of the company. The Undersigned agrees to take steps to ensure that information about the company obtained by the Undersigned or any of the Undersigned's employees, co-workers, corporate officers, agents, attorneys, directors, stockholders, financial institutions, or representatives shall remain confidential and shall not be disclosed or revealed to sources not related to the proposed transaction, or used in any manner inconsistent with this Confidentiality Agreement. Disclosure or Information shall not be prohibited if such disclosure is required in connection with enforcement or protection of rights with respect to this transaction or if disclosure is required pursuant to any applicable law or administrative or judicial order, rule, or regulation.
3. The term of this Agreement shall be one (1) year from the date hereof, and all rights and obligations will terminate after that period.

This Agreement shall be governed in accordance with the laws of the State of Nevada. A facsimile or scanned email copy of the signature on this Confidentiality Agreement shall be leagally binding to the Undersigned.

ACCEPTED AND AGREED: ("Undersigned")

**BUSINESS TRANSITION ADVISORS, INC.**  
17712 NE Cole Witter Rd.  
Battle Ground, WA 98604

**COMPANY:** \_\_\_\_\_  
Address:

By: \_\_\_\_\_  
Fred Thomas  
Managing Director

By: \_\_\_\_\_  
Name:  
Title: