

SPEECH LANGUAGE PRACTICE – PT WORKING OWNER - SF BAY AREA**LONG TERM CLIENT CONTRACTS, EXPERIENCED STAFF, YOY GROWTH, STELLAR REPUTATION****ABI CLIENT #4023**

This **highly-regarded** Speech/Language Pathology Specialty Practice serves the needs of individuals with limited or no speech who require augmentative/alternative communication and assistive technology. Augmentative Communication (AAC) and Assistive Technology (AT) evaluation and services are provided to infants, toddlers, and school aged children and adults with congenital and developmental disabilities.



This specialty practice works with school districts to develop service delivery models and programs that are individualized to their needs and district culture. **Highly skilled, loyal, long-term specialists** work collaboratively with professionals and families in the home, school and communities throughout the San Francisco Bay Area. The Company has individual **service agreements** and **annual contracts** with school districts and agencies. Staff includes licensed Speech/Language Pathologists and Educational Specialists who work in the field remotely, owner works out of a remote office.

Financials: This company has enjoyed continual growth and could easily attain more hours from its 80% contract fulfillment. Current annual contract value for 2023 school year is >\$1 Million. The Cash flow of \$350k is for the recently completed school year, assuming a full-time working owner undertaking 2-3 days of clinical work per week and/or mentoring & management.

Owner is ready to transition out and **seeking an industry firm (or individual) with a California based Audiologist or Speech Language Pathologist license** to carry on the excellent reputation and continue serving the loyal client base. Owner will provide training and stay on as needed in a paid consultative role for up to 1 year to ensure a smooth transition.

SUMMARY

Location	SF Bay Area	Purchase Price	\$849,000
Employees	16 Staff (FT/PT,) +1 PT working owner	Gross Income	\$775,000 (2022-2023 school year)
Ownership	S Corp	Cash Flow – SDE*	\$350,000 (2022-2023 school yr) \$275k EBITDA
FFE (included)	\$30,000 (tech devices & materials)	Financing	Seller will consider some financing, combined with post-sale Employment Agreement & Earnout
Training	20 hrs/wk for 4 weeks (included)	License Required	Speech Language Pathology or Audiology

**Seller's Discretionary Earnings (SDE) represents the expected cash flow for a full-time working owner, in this case, if a new owner were to provide speech language services.*

Further Information: please email your completed Confidentiality Agreement (NDA) to:
Amy Cole, MBA, CBB, M&AMI, CBI BRE License #01788923 acole@abi-ma.com
 ABI Group Inc., 2010 Crow Canyon Place #100, San Ramon, CA, 94583 **925.890.6012**

DISCLAIMER: All information contained in this document was provided by the subject company. ABI has made no independent effort to verify the contents hereof. Consequently, ABI makes no representation or warranty regarding the accuracy or completeness of such information. The recipient of this information should perform a thorough and complete due diligence on the subject company prior to entering into a commitment to acquire or merge with said company. For further information, a detailed, in-depth Offering Memorandum is available to qualified Buyers subject to the execution of the Non-Disclosure Agreement (NDA) located on the reverse side of this Profile and the completion of a Buyer Profile.



BUYER'S ACKNOWLEDGMENT OF INTRODUCTION AND CONFIDENTIALITY AGREEMENT (NDA)

The undersigned, individually and on behalf of any affiliated prospective buyer, acknowledges being first introduced to the business identified herein by The ABI Group, Inc. (Broker"). The undersigned requests information relating to the following business: Client #4023 – Speech Pathology Business ("Business"). Such information shall be provided to the undersigned for the sole purpose of entering into discussions with Seller ("Seller") of said Business for the possible purchase by the

undersigned of all or part of the stock or assets of the Business. As used herein, the term Buyer ("Buyer") applies to the undersigned and any partnership, corporation, individual, or other entity with which the undersigned is affiliated. The undersigned agrees as follows:

1. NON-DISCLOSURE OF INFORMATION: The undersigned acknowledges that Seller desires to maintain the confidentiality of the information disclosed. The undersigned agrees with Broker not to disclose or permit access to any Confidential Information without the prior written consent of Seller, to anyone other than Buyer's employees, legal counsel, accountants, lenders or other agents or advisors to whom disclosure or access is necessary for Buyer to evaluate the Business. Disclosure of Confidential Information shall be made to these parties only in connection with the potential acquisition of the Business, and then only if these parties understand and agree to maintain the confidentiality of such Confidential Information. The undersigned shall be responsible for any breach of this Agreement by these parties, and neither Buyer nor these parties shall use or permit the use of Confidential Information in any manner whatsoever, except as may be required for Buyer to evaluate the Business or as may be required by legal process. If Buyer does not purchase the Business, Buyer, at the close of negotiations, will destroy or return to Broker (at Broker's option) all information provided to Buyer & will not retain any copy, reproduction, or record thereof.

2. DEFINITION OF "CONFIDENTIAL INFORMATION": The term "Confidential Information" shall mean all information, including the fact that the Business is for sale, all financial, production, marketing and pricing information, business methods, business manuals, manufacturing procedures, correspondence, processes, data, contracts, customer lists, employee lists and any other information whether written, oral or otherwise made know to Buyer: (a) from any inspection, examination, or other review of the books, records, assets, liabilities, processes, or production methods of Seller; (b) from communication with Seller or its directors, officers, employees, agents, suppliers, customers or representatives; (c) during visits to Seller's premises, or (d) through disclosure or discovery in any other manner. However, Confidential Information does not include any information which is readily available and known to the public.

3. DISCLAIMER OF BROKER'S LIABILITY AND BUYER'S RESPONSIBILITY: When business brokers take a business to market, they receive information about the business from the seller, usually including but not limited to tax returns, financial statements, equipment lists and facilities leases. Based on information provided by the Seller, brokers often prepare a summary description of the business which may include a cash flow projection, an adjusted income statement, or a seller discretionary cash flow statement. Buyer understands that the Broker does not audit or verify any information given to Broker or make any warranty or representation as to its accuracy or completeness, nor in any way guarantee future business performance. Buyer is solely responsible to examine and investigate the business, its assets, liabilities, financial statements, tax returns, and any other facts which might influence Buyer's decision to purchase or the price Buyer is willing to pay. Any decision by Buyer to purchase the Business shall be based solely on Buyer's own investigation and that of Buyer's legal, tax and other advisors. **Broker urges Buyer to obtain independent legal and tax counsel.**

4. NON-CIRCUMVENTION AGREEMENT: The Seller has entered into an agreement providing that Seller shall pay a fee to listing broker if during the term of that agreement or up to twenty-four months thereafter, the Business is transferred to a buyer introduced by listing broker or a cooperating broker. Buyer shall conduct all inquiries into and discussions about the Business solely through Broker and shall not directly contact the Seller or the Seller's representatives. Should Buyer purchase all or part of the stock or assets of Business, acquire any interest in, or become affiliated in any capacity with Business without Broker's participation, or in any way interfere with Brokers' right to a fee, Buyer shall be liable to listing broker or cooperating broker for such a fee and any other damages including reasonable attorney's fees and costs.

5. FURTHER TERMS: Neither Buyer nor Buyer's agents will contact Seller's employees, customers, landlords or suppliers without Seller's consent. For three years, Buyer shall not directly or indirectly solicit for employment any employees of Seller. Broker may act as a dual agent representing both Buyer and Seller. Seller is specifically intended to be a beneficiary of the duties and obligations of this Agreement and may prosecute any action at law or in equity necessary to enforce its terms and conditions as though a party hereto. Seller may assign this Agreement to any new ownership of Business. This Agreement can only be modified in writing, signed by both Broker and Buyer. Waiver of any breach of this Agreement shall not be a waiver of any subsequent breach. This Agreement supersedes all prior understandings or agreements between the parties with respect to its subject matter. This Agreement shall be construed under and governed by the laws of the State of California. In the event of any legal action regarding or arising from this Agreement, the prevailing party shall be entitled to recover its reasonable expenses, attorneys' fees and costs incurred therein or in the enforcement or collection of any judgement or award rendered therein. If Buyer is a corporation, partnership, or other such entity, the undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so. **Buyer acknowledges receipt of a fully completed copy of this Agreement.**

Name Title

Signature Date

Company Phone

Email

Street Address City State Zip

**ABI Group Inc., Amy S. Cole, 925-890-6012, acole@abi-ma.com
Broker/Agent**