

# Acquisition Finance

*Contributing editors*

Ryan Bekkerus, Alexandra Kaplan and Marisa Stavenas



2018

GETTING THE  
DEAL THROUGH

GETTING THE  
DEAL THROUGH 

# Acquisition Finance 2018

*Contributing editors*

Ryan Bekkerus, Alexandra Kaplan and Marisa Stavenas  
Simpson Thacher & Bartlett LLP

Reproduced with permission from Law Business Research Ltd  
This article was first published in April 2018  
For further information please contact [editorial@gettingthedealthrough.com](mailto:editorial@gettingthedealthrough.com)

Publisher  
Tom Barnes  
[tom.barnes@lbresearch.com](mailto:tom.barnes@lbresearch.com)

Subscriptions  
James Spearing  
[subscriptions@gettingthedealthrough.com](mailto:subscriptions@gettingthedealthrough.com)

Senior business development managers  
Adam Sargent  
[adam.sargent@gettingthedealthrough.com](mailto:adam.sargent@gettingthedealthrough.com)

Dan White  
[dan.white@gettingthedealthrough.com](mailto:dan.white@gettingthedealthrough.com)



Published by  
Law Business Research Ltd  
87 Lancaster Road  
London, W11 1QQ, UK  
Tel: +44 20 3780 4147  
Fax: +44 20 7229 6910

© Law Business Research Ltd 2018  
No photocopying without a CLA licence.  
First published 2013  
Sixth edition  
ISBN 978-1-912377-45-9

The information provided in this publication is general and may not apply in a specific situation. Legal advice should always be sought before taking any legal action based on the information provided. This information is not intended to create, nor does receipt of it constitute, a lawyer-client relationship. The publishers and authors accept no responsibility for any acts or omissions contained herein. The information provided was verified between March and April 2018. Be advised that this is a developing area.

Printed and distributed by  
Encompass Print Solutions  
Tel: 0844 2480 112



## CONTENTS

<b>Albania</b>	<b>5</b>	<b>Japan</b>	<b>68</b>
Florian Piperi and Olsi Çoku Optima Legal & Financial		Gavin Raftery and Shinichiro Kitamura Baker McKenzie	
<b>Argentina</b>	<b>11</b>	<b>Korea</b>	<b>74</b>
Pablo Falabella Bulló Abogados		Eui Jong Chung, Annie Eunah Lee and Min Kyung Park Bae, Kim & Lee LLC	
<b>Bulgaria</b>	<b>16</b>	<b>Luxembourg</b>	<b>81</b>
Gentscho Pavlov and Dimitar Zwiatkow Pavlov and Partners Law Firm in cooperation with CMS Reich-Rohrwig Hainz Rechtsanwälte GmbH		Denis Van den Bulke and Peter-Jan Bossuyt Vandenbulke	
<b>England &amp; Wales</b>	<b>20</b>	<b>Nigeria</b>	<b>89</b>
Caroline Leeds Ruby and Peter Hayes Shearman & Sterling LLP		Azeezah Muse-Sadiq, Seyi Bella, Tomisin Ojuawo and Folake Alex-Adedipe Banwo & Ighodalo	
<b>France</b>	<b>29</b>	<b>Portugal</b>	<b>94</b>
Pierre-Nicolas Ferrand, Philippe Wolanski and Benjamin Marché Shearman & Sterling LLP		Pedro Cassiano Santos, Ricardo Seabra Moura, Catarina Pinho and Francisco Vasconcelos Pimentel Vieira de Almeida	
<b>Germany</b>	<b>39</b>	<b>Spain</b>	<b>100</b>
Christoph Schmitt and Markus Möller Beiten Burkhardt		Joaquín Sales and María Redondo King & Wood Mallesons	
<b>India</b>	<b>44</b>	<b>Switzerland</b>	<b>105</b>
Aashit Shah, Utsav Johri and Mohit Bhatia J Sagar Associates		Patrick Hünerwadel and Marcel Tranchet Lenz & Staehelin	
<b>Indonesia</b>	<b>51</b>	<b>United Arab Emirates</b>	<b>110</b>
Freddy Karyadi and Daniel Octavianus Muliawan Ali Budiardjo Nugroho Reksodiputro		Bashir Ahmed and Abdus Samad Afridi & Angell	
<b>Italy</b>	<b>58</b>	<b>United States</b>	<b>117</b>
Tobia Croff and Valerio Fontanesi Shearman & Sterling LLP		Marisa Stavenas, Alexandra Kaplan and Ryan Bekkerus Simpson Thacher & Bartlett LLP	

# Preface

## Acquisition Finance 2018

Sixth edition

**Getting the Deal Through** is delighted to publish the sixth edition of *Acquisition Finance*, which is available in print, as an e-book and online at [www.gettingthedealthrough.com](http://www.gettingthedealthrough.com).

**Getting the Deal Through** provides international expert analysis in key areas of law, practice and regulation for corporate counsel, cross-border legal practitioners, and company directors and officers.

Throughout this edition, and following the unique **Getting the Deal Through** format, the same key questions are answered by leading practitioners in each of the jurisdictions featured. Our coverage this year includes Argentina, India and Nigeria.

**Getting the Deal Through** titles are published annually in print. Please ensure you are referring to the latest edition or to the online version at [www.gettingthedealthrough.com](http://www.gettingthedealthrough.com).

Every effort has been made to cover all matters of concern to readers. However, specific legal advice should always be sought from experienced local advisers.

**Getting the Deal Through** gratefully acknowledges the efforts of all the contributors to this volume, who were chosen for their recognised expertise. We also extend special thanks to the contributing editors, Ryan Bekkerus, Alexandra Kaplan and Marisa Stavenas of Simpson Thacher & Bartlett LLP, for their continued assistance with this volume.

GETTING THE   
DEAL THROUGH

London  
April 2018

# Bulgaria

Gentscho Pavlov and Dimitar Zwiatkow

Pavlov and Partners Law Firm in cooperation with CMS Reich-Rohrwig Hainz  
Rechtsanwälte GmbH

## General structuring of financing

### 1 What territory's law typically governs the transaction agreements? Will courts in your jurisdiction recognise a choice of foreign law or a judgment from a foreign jurisdiction?

The general rule is that the perfection of title transfers concerning assets located in Bulgaria (real estate) and quotas and shares in Bulgarian companies is to be governed by Bulgarian law.

In practice, formal title transfer agreements are made as short-form transfer deeds attached to the share purchase agreement, which itself may be governed by a foreign law. Mandatory Bulgarian provisions regulating the transfer must also be complied with (eg, registration requirements).

Generally, court judgments from the European Union will be recognised by the Bulgarian courts.

### 2 Does the legal and regulatory regime in your jurisdiction restrict acquisitions by foreign entities? Are there any restrictions on cross-border lending?

In Bulgaria, there are specific restrictions on offshore companies in the acquisition of agricultural land, insurers, banks, pension funds and investment intermediaries, and participating in public-private partnerships, media companies and auditing companies, etc.

EU, US and UN sanctions apply respectively on cross-border lending in Bulgaria.

### 3 What are the typical debt components of acquisition financing in your jurisdiction? Does acquisition financing typically include subordinated debt or just senior debt?

The components of a typical acquisition financing transaction include both debt and equity, where their ratio will depend on the deal in question, in respect of the volume and size. In particular, the financing is normally provided to cover the purchase price, refinancing of the existing indebtedness as well as operational capital.

Institutional lenders involved in acquisition financing transactions in Bulgaria tend to provide loans as senior debt. Subordinated debt is usually provided by sponsors or private investors in the form of mezzanine financing or equity or shareholder loans.

### 4 Are there rules requiring certainty of financing for acquisitions of public companies? Have 'certain funds' provisions become market practice in other transactions where not required?

There are no specific rules for proof of funds in case of acquisition of public (listed) companies. However, the general anti-money laundering and counter-terrorism laws apply respectively.

Sellers may request the provision of various instruments to ensure the availability of funds.

In distressed asset transactions, parties often implement payment of deposits and escrow mechanisms in order to ensure certainty of funds.

### 5 Are there any restrictions on the borrower's use of proceeds from loans or debt securities?

EU, US and UN sanctions apply respectively on cross-border lending in Bulgaria.

### 6 What are the licensing requirements for financial institutions to provide financing to a company organised in your jurisdiction?

Only licensed banks (credit institutions) in Bulgaria and EU-licensed banks (which have notified the Bulgarian National Bank in advance) may provide financing to the public. Financial institutions registered with the Bulgarian National Bank may also provide loans but only with funds from sources, as opposed to publicly collected deposits.

### 7 Are principal or interest payments or other fees related to indebtedness subject to withholding tax? Is the borrower responsible for withholding tax? Must the borrower indemnify the lenders for such taxes?

Interest payments are generally subject to a 5 per cent withholding tax when the lender is not a Bulgarian entity. Individual double taxation treaties usually provide for certain exceptions.

The obligation for the withholding of the respective tax lies with the borrower. Cross-border facility agreements contain tax gross-up clauses that allow for the withholding tax, and the respective indemnification to the lender.

### 8 Are there usury laws or other rules limiting the amount of interest that can be charged?

Generally, no. However, Bulgarian legislation provides for a prohibition on the imposition of interest on interest between parties that are not merchants. If the parties are merchants, such interest should be explicitly agreed upon.

### 9 What kind of indemnities would customarily be provided by the borrower to lenders in connection with a financing?

In a financing transaction in Bulgaria, the indemnities to be provided by the borrower to the lender are usually those provided for in the standard Loan Market Association (LMA) documentation. Indemnities are mostly related to costs, losses and liabilities, reasonably believed to be defaults, connected to the investigation of events, reliance on notices and instructions by the borrower and protection and enforcement of security interests, etc.

### 10 Can interests in debt be freely assigned among lenders?

The assignment of debt under Bulgarian law is possible unless it is restricted by an agreement between the parties. Where the debt is secured by a registered collateral, the assignment agreement shall comply with certain statutory requirements in relation to its form and registration.

### 11 Do rules in your jurisdiction govern whether an entity can act as an administrative agent, trustee or collateral agent?

There are no special rules for administrative agent, trustee or collateral agents. The general rules of business law apply. However, the concept of a collateral agent is generally deemed to be unenforceable in Bulgaria (see question 20).

**12 May a borrower or financial sponsor conduct a debt buy-back?**

The availability of a debt buy-back for the borrower depends on the contractual agreements between the parties. In most cases, the borrower will aim to have the right of first refusal in case the existing lender wishes to assign its rights and obligations under the loan agreement. Depending on the bargaining power of the parties, the borrower may end up with a right of first offer instead.

**13 Is it permissible in a buy-back to solicit a majority of lenders to agree to amend covenants in the outstanding debt agreements?**

Under Bulgarian law, there cannot be a unilateral change of the terms of an agreement. Therefore, the consent of all parties is required. However, the parties may agree otherwise, in advance, in the facility agreement.

**Guarantees and collateral****14 Are there restrictions on the provision of related company guarantees? Are there any limitations on the ability of foreign-registered related companies to provide guarantees?**

The concept of 'corporate guarantee' is not explicitly regulated by Bulgarian law, but in general, such corporate guarantees could be considered as invalid because of the unilateral nature of the obligation. Usually, corporate guarantees are regulated by a foreign law in transactions with a cross-border element.

In local practice, surety agreements are being widely used. Another legal instrument employed is the concept of joint and several liability (to be explicitly agreed between the parties).

**15 Are there specific restrictions on the target's provision of guarantees or collateral or financial assistance in an acquisition of its shares? What steps may be taken to permit such actions?**

Financial assistance restrictions apply to joint-stock companies, for which the provision of all kinds of financial assistance, guarantees or collateral in an acquisition of shares is strictly forbidden and such deals are considered to be invalid.

It is generally accepted in business practice that limited liability, and other types of companies, do not fall under this prohibition in an acquisition of their own shares.

No whitewash procedures or similar steps can be taken with respect to the subjects of the prohibition.

**16 What kinds of security are available? Are floating and fixed charges permitted? Can a blanket lien be granted on all assets of a company? What are the typical exceptions to an all-assets grant?**

As a general rule, even if there are individual securities established over separate assets of the debtor, the whole property of the debtor is used for satisfaction of creditors' claims. Under Bulgarian law, a blanket lien over all of the debtor's assets cannot be established.

Pledges over both floating and fixed charges are permitted. Registered (non-possessory) pledges could be established over aggregation of assets and over going concerns of companies (as a floating charge), where such pledges could spread over assets acquired in the future.

The following securities are the most commonly used:

- mortgages established by virtue of a contract or the operation of the law;
- financial collateral (financial pledges and collateral assignment);
- surety agreements;
- registered (non-possessory) pledges over the following:
  - going concerns;
  - movable properties;
  - receivables;
  - dematerialised shares and bonds in joint-stock companies;
  - shares in limited liability companies, general and limited partnerships and limited partnerships with shares;
  - floating charges; and
  - industrial property;
- possessory pledges over movables; and
- promissory notes.

**17 Are there specific bodies of law governing the perfection of certain types of collateral? What kinds of notification or other steps must be taken to perfect a security interest against collateral?**

In order to be duly perfected, certain types of collateral should be executed in a special form (written, notary certification of signatures and contents, notary deed, etc), and in order to be enforceable they should be registered with public registers governed or regulated by specific bodies. In particular, with respect to registered (non-possessory) pledges, the entry with the respective register shall be a precondition for the pledge's validity.

For some types of collateral (eg, registered pledges over receivables) certain notification requirements may apply in order for the security to be enforceable in relation to third parties.

**18 Once a security interest is perfected, are there renewal procedures to keep the lien valid and recorded?**

For some types of collateral, subject to registration with a special register, there is a validity period after which the collateral is no longer enforceable. There are also renewal procedures envisaged where the assistance or consent of the pledgor is generally not necessary. For mortgages, the validity period of the registration is 10 years, and for registered pledges, the validity period is five years.

**19 Are there 'works council' or other similar consents required to approve the provision of guarantees or security by a company?**

There is no statutory requirement for 'works council' or other similar consents for the approval of the provision of guarantees or security by a company.

**20 Can security be granted to an agent for the benefit of all lenders or must collateral be granted to lenders individually and then amendments executed upon any assignment?**

Both the concepts of 'parallel debt' and 'trusteeship' are generally deemed to be invalid and unenforceable in Bulgaria. However, it is common practice for syndicated financings (especially with multiple foreign lenders) to employ such concepts.

Therefore, with respect to Bulgarian transactions under foreign law-governed loans, it is best practice to register all lenders as security holders for the respective amounts they have provided. The security agent usually only provides certain administrative and organisational functions with respect to the borrower.

**21 What protection is typically afforded to creditors before collateral can be released? Are there ways to structure around such protection?**

No such protection is envisaged under Bulgarian law. Usually, the individual security agreement may provide for specific regulations on the security release (such as renewal of the security prior to its expiry, or accounting for the hardening periods in an insolvency event, to the extent that the debt is existent).

**22 Describe the fraudulent transfer laws in your jurisdiction.**

The general rule is that the creditor may request the competent court to declare as invalid all actions of the debtor that harm the interests of the creditor, if the debtor is aware of the harm at the time of the actions.

If the deal is for consideration, in order for it to be declared invalid, the person (third party) with whom the debtor negotiated must also be aware of the harm. Awareness of the harm is presumed to exist until proven otherwise, if the third party is a spouse, a descendant or ascendant or a sibling of the debtor.

The invalidity does not affect the rights acquired in good faith by third parties for consideration prior to the registration of the claim (in relation to real estate) for declaring the actions as invalid.

Within an insolvency proceeding, a broad range of acts performed and deals effected after (or certain periods prior to) the insolvency date could be declared invalid in relation to the creditors in the insolvency proceedings. Such claims could be raised by the insolvency trustee or in case of the failure to do so, by either one of the insolvency creditors.

### Update and trends

In order to provide additional protection for employees against delayed remuneration, at the beginning of 2018, a number of changes were made to various legislative acts (inter alia, the Civil Procedure Code, the Commerce Act, the Guaranteed Workers and Employees Claims Act, the Public Procurement Act).

The most important changes were made in the Commerce Act, whereas a business may be transferred to a new owner, only after the existing shareholder has paid all outstanding salaries and wages, indemnities and statutory social-security contributions to employees, including those who have left the company up to three years prior to the transfer. In principle, the previous employer must make the payments, but if agreed upon, the buyer of the company can also be responsible for the delayed payables. Following the legislative changes, it is not clear what type of official documents and certificates have to be presented to the Commercial Register, in order to comply with the newly introduced provisions.

Furthermore, the existing AML framework in the country is expected to undergo a significant overhaul.

### Debt commitment letters and acquisition agreements

#### 23 What documentation is typically used in your jurisdiction for acquisition financing? Are short form or long form debt commitment letters used and when is full documentation required?

In a typical cross-border financing transaction, the core finance documents are generally prepared in the English language and follow more or less the format of the standard documentation published by the LMA. Naturally, the transaction documents are adopted accordingly to account for specific mandatory provisions of Bulgarian law when a borrower is a Bulgarian entity or the security provided as collateral under the loan agreement is located in Bulgaria. Further, some institutional lenders use their own forms of documents.

Depending on the parties involved, the financing transactions are governed by Bulgarian law and are prepared in the Bulgarian language.

There are no explicit differentiations on short form or long form commitment letters; these depend on the parties' agreement. A commitment letter may usually contain a conditional commitment of a bank to a borrower to provide the financing and to sign the full documentation.

Commonly, a term sheet that contains the material parameters of the potential financing is entered into between the parties.

#### 24 What levels of commitment are given by parties in debt commitment letters and acquisition agreements in your jurisdiction? Fully underwritten, best efforts or other types of commitments?

This largely depends on the parties' negotiating power and the transaction in question.

#### 25 What are the typical conditions precedent to funding contained in the commitment letter in your jurisdiction?

Conditions precedent contained in commitment letters strongly depend on the characteristics of each transaction and are therefore subject to specific adjustments. Usually, commitment letters comprise conditions as to compliance, material adverse changes, execution of final documentation, including securities, within a certain period in time, regulatory requirements and approvals, 'know your customer' checks as well as satisfactory due diligence results. However, such conditions precedent are more commonly included in the term sheet.

#### 26 Are flex provisions used in commitment letters in your jurisdiction? Which provisions are usually subject to such flex?

Banks usually ask for flex clauses, which would allow them to subsequently modify the agreed terms of the loan unilaterally. Such flex clauses are typically related to the calculation of interest and mandatory costs.

#### 27 Are securities demands a key feature in acquisition financing in your jurisdiction? Give details of the notable features of securities demands in your jurisdiction.

Securities demands may be included in the process of acquisition financing, where lenders are providing a bridge facility that is designed to be refinanced as soon as possible, depending on the parties' will and certain agreed-upon criteria. Typically, security demands focus on time limits of the demand, possible grace period, amounts, maturity, etc.

#### 28 What are the key elements in the acquisition agreement that are relevant to the lenders in your jurisdiction? What liability protections are typically afforded to lenders in the acquisition agreement?

The Bulgarian acquisition finance market mainly reflects the contractual standards of the LMA, except for certain local transactions. These elements include, inter alia:

- conditions precedent;
- drawdown and utilisation rules;
- representations and warranties;
- covenants;
- prepayment and repayment provisions;
- indemnification; and
- collateralisation.

#### 29 Are commitment letters and acquisition agreements publicly filed in your jurisdiction? At what point in the process are the commitment papers made public?

There is no general requirement that commitment or finance documents be publicly filed in connection with acquisitions of private companies. The acquisition agreements related to public companies are subject to, and filed with, the regulation of the Financial Supervision Commission, but will still not be publicly available.

### Enforcement of claims and insolvency

#### 30 What restrictions are there on the ability of lenders to enforce against collateral?

Under Bulgarian law, a lender may commence the enforcement against collateral by complying only with formal requirements (eg, formal applications and expiry of statutory terms) and payment in advance of the related costs and fees.

#### 31 Does your jurisdiction allow for debtor-in-possession (DIP) financing?

Generally, no. However, the enforcement of a going concern pledge by means of appointing a new manager of the debtor will effectively result in a similar concept to DIP.

#### 32 During an insolvency proceeding is there a general stay enforceable against creditors? Is there a concept of adequate protection for existing lien holders who become subject to superior claims?

With the opening of insolvency proceedings, commenced collateral enforcements are suspended, with the exception of the specific execution of special pledges where the insolvency trustee is obliged to grant the pledged assets to the creditor.

The mortgage creditor has first priority to receive proceeds from the sale of the insolvency estate assets.

#### 33 In the course of an insolvency, describe preference periods or other reasons for which a court or other authority could claw back previous payments to lenders? What are the rules for such clawbacks and what period is covered?

The clawback periods for challenging payments are six to 12 months prior to the filing of the insolvency application, depending on the type of transaction in question and the creditors' knowledge of the debtor's insolvency. Such payments may not be challenged if they are made in the ordinary course of business and the debtor has received an adequate consideration of it.

**34 In an insolvency, are creditors ranked? What votes are required to approve a plan of reorganisation?**

Yes. The ranking is as follows:

- mortgage and pledge creditors;
- receivables with retention rights;
- insolvency costs;
- salaries of employees;
- monetary support to third parties due by operation of law;
- claims of the state and of the municipalities; and
- other unsecured claims.

A plan for reorganisation must be approved by the creditors accounting for at least 50 per cent of the admitted receivables, irrespective of rank.

**35 Will courts recognise contractual agreements between creditors providing for lien subordination or otherwise addressing lien priorities?**

No. The court will not recognise any deviations from the ranks provided by the law.

**36 How is the claim of an original issue discount (OID) or discount debt instrument treated in an insolvency proceeding in your jurisdiction?**

The general issue with OID and instruments is whether the insolvency trustee and, consequently, the court will recognise them as a receivable at all. The treatment of OIDs will mainly depend on the opinion of the court when the maturity of the discounted amount occurred.

**37 Discuss potential liabilities for a secured creditor that enforces against collateral.**

In general, the seller cannot exclude title guarantees. However, operational guarantees (including environmental liabilities) can be limited. This will have an impact on the course of enforcement, as the creditor shall be liable if the debtor was not the owner of the collateral.

**C/M/S/**

Law . Tax

**Gentscho Pavlov  
Dimitar Zwiatkow****gentscho.pavlov@cms-rrh.com  
dimitar.zwiatkow@cms-rrh.com**Landmark Centre  
14 Tsar Osvoboditel Blvd  
1000 Sofia  
BulgariaTel: +359 2 447 1350  
Fax: +359 2 447 1390  
<http://cms.law>



## *Getting the Deal Through*

Acquisition Finance  
Advertising & Marketing  
Agribusiness  
Air Transport  
Anti-Corruption Regulation  
Anti-Money Laundering  
Appeals  
Arbitration  
Asset Recovery  
Automotive  
Aviation Finance & Leasing  
Aviation Liability  
Banking Regulation  
Cartel Regulation  
Class Actions  
Cloud Computing  
Commercial Contracts  
Competition Compliance  
Complex Commercial Litigation  
Construction  
Copyright  
Corporate Governance  
Corporate Immigration  
Cybersecurity  
Data Protection & Privacy  
Debt Capital Markets  
Dispute Resolution  
Distribution & Agency  
Domains & Domain Names  
Dominance  
e-Commerce  
Electricity Regulation  
Energy Disputes  
Enforcement of Foreign Judgments  
Environment & Climate Regulation  
Equity Derivatives  
Executive Compensation & Employee Benefits  
Financial Services Litigation  
Fintech  
Foreign Investment Review  
Franchise  
Fund Management  
Gas Regulation  
Government Investigations  
Government Relations  
Healthcare Enforcement & Litigation  
High-Yield Debt  
Initial Public Offerings  
Insurance & Reinsurance  
Insurance Litigation  
Intellectual Property & Antitrust  
Investment Treaty Arbitration  
Islamic Finance & Markets  
Joint Ventures  
Labour & Employment  
Legal Privilege & Professional Secrecy  
Licensing  
Life Sciences  
Loans & Secured Financing  
Mediation  
Merger Control  
Mergers & Acquisitions  
Mining  
Oil Regulation  
Outsourcing  
Patents  
Pensions & Retirement Plans  
Pharmaceutical Antitrust  
Ports & Terminals  
Private Antitrust Litigation  
Private Banking & Wealth Management  
Private Client  
Private Equity  
Private M&A  
Product Liability  
Product Recall  
Project Finance  
Public-Private Partnerships  
Public Procurement  
Real Estate  
Real Estate M&A  
Renewable Energy  
Restructuring & Insolvency  
Right of Publicity  
Risk & Compliance Management  
Securities Finance  
Securities Litigation  
Shareholder Activism & Engagement  
Ship Finance  
Shipbuilding  
Shipping  
State Aid  
Structured Finance & Securitisation  
Tax Controversy  
Tax on Inbound Investment  
Telecoms & Media  
Trade & Customs  
Trademarks  
Transfer Pricing  
Vertical Agreements

*Also available digitally*

# Online

[www.gettingthedealthrough.com](http://www.gettingthedealthrough.com)