

[Date]

[Seller Name]

[Principal Partner/Owner]

[Target Law Firm Name]

[Address]

[City, State, Zip Code]

**RE: Letter of Intent for the Acquisition of [Target Law Firm Name]**

Dear [Name],

This Letter of Intent ("LOI") outlines the preliminary terms and conditions under which [Purchasing Law Firm Name] ("Buyer") proposes to acquire all of the issued and outstanding capital stock of [Target Law Firm Name] ("Seller"), resulting in a merger of our respective legal practices.

**1. Acquisition Structure:** Buyer shall acquire 100% of the capital stock of Seller. Following the closing, Seller will be merged into Buyer, and the combined entity will practice under the name [Combined Entity Name].

**2. Purchase Price:** The proposed aggregate purchase price for the stock is \$[Amount], subject to adjustments based on final valuation and due diligence. Payment shall be structured as follows: [e.g., Cash at closing, Promissory note, or Equity in the merged firm].

**3. Due Diligence:** Following the execution of this LOI, Buyer shall have a period of [Number] days to conduct a full review of Seller's financial records, client lists, pending litigation, employment contracts, and physical assets.

**4. Continuity of Practice:** The parties intend for [Key Partners/Attorneys] of the Seller to enter into employment or partnership agreements with the Buyer for a minimum term of [Number] years to ensure client retention and operational continuity.

**5. Exclusivity:** Seller agrees that for a period of [Number] days from the date of this LOI, it will not negotiate with, or solicit offers from, any other party regarding the sale or merger of the practice.

**6. Confidentiality:** Both parties agree to keep the existence and terms of this LOI, as well as all information exchanged during due diligence, strictly confidential.

**7. Non-Binding Nature:** Except for the provisions regarding Exclusivity and Confidentiality, this LOI is intended solely as an expression of intent and does not create a legally binding obligation on either party to consummate the transaction.

If these terms are acceptable, please sign and return a copy of this letter by [Expiration Date].

Sincerely,

[Signature]

[Printed Name]

[Title]

[Purchasing Law Firm Name]

**Agreed and Accepted:**

\_\_\_\_\_  
[Seller Signature]

Date: \_\_\_\_\_