

[Date]

[Seller Name]

[Law Firm Name]

[Address]

[City, State, Zip Code]

RE: Letter of Intent for Minority Stock Acquisition

Dear [Seller Name],

This Letter of Intent ("Letter") outlines the preliminary terms and conditions under which [Buyer Name] ("Buyer") proposes to acquire a minority equity interest in [Law Firm Name] ("Firm").

1. Acquisition of Shares: Buyer proposes to purchase [Number/Percentage, e.g., 15%] of the total issued and outstanding common stock of the Firm.

2. Purchase Price: The proposed purchase price for the shares is \$[Amount], subject to financial due diligence and valuation of the Firm's active litigation portfolio.

3. Payment Terms: The purchase price shall be paid as follows: [e.g., Cash at closing / Installment payments].

4. Due Diligence: Following the execution of this Letter, the Buyer shall have a period of [Number] days to conduct a review of the Firm's financial records, pending case files, contingency fee agreements, and operational liabilities.

5. Governance and Minority Rights: The final Purchase Agreement shall include provisions protecting the Buyer's minority position, including but not limited to:

- Rights to regular financial reporting and audits.
- Anti-dilution protections.
- Right of first refusal on future stock issuances.

6. Regulatory Compliance: This transaction is subject to compliance with the applicable Rules of Professional Conduct regarding the division of fees and non-lawyer ownership (if applicable) in the jurisdiction of [State].

7. Confidentiality: Both parties agree to keep the existence and terms of this Letter, and all information exchanged during due diligence, strictly confidential.

8. Exclusivity: The Seller agrees not to solicit or negotiate with other potential buyers for a period of [Number] days from the date of this Letter.

9. Non-Binding Nature: Except for the provisions regarding Confidentiality and Exclusivity, this Letter is a non-binding expression of intent and does not create a legal obligation to complete the transaction.

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

Sincerely,

[Buyer Name]
[Title]

Agreed and Accepted:

[Seller Name] on behalf of **[Law Firm Name]**
Date: _____