

[Date]

[Seller Name]

[Law Firm Name]

[Address]

[City, State, Zip Code]

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

Dear [Seller Name],

This Letter of Intent ("Letter") outlines the preliminary terms and conditions under which [Buyer Name] ("Buyer") proposes to acquire 100% of the outstanding capital stock of [Law Firm Name] ("Company"), a professional corporation specializing in real estate law.

1. Purchase Price: The proposed purchase price for the stock is \$[Amount], subject to adjustments based on the final valuation of accounts receivable, work-in-progress, and liabilities at the time of closing.

2. Payment Terms: The Purchase Price shall be paid as follows:

- \$[Amount] as a cash payment at closing.
- \$[Amount] in the form of a promissory note payable over [Number] years.
- \$[Amount] held in escrow for [Number] months to cover potential indemnification claims.

3. Due Diligence: Upon acceptance of this Letter, Buyer shall have [Number] days to conduct a thorough review of the Company's financial records, client lists, active real estate case files, employment contracts, and compliance history.

4. Continuity of Practice: To ensure a smooth transition of real estate clients and legal matters, [Seller Name] agrees to remain with the firm in a consultancy or transitional role for a period of [Number] months following the closing.

5. Exclusivity: The Seller agrees not to negotiate with any other prospective buyers for a period of [Number] days from the signing of this Letter.

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

7. Non-Binding Effect: Except for the provisions regarding Exclusivity and Confidentiality, this Letter is a non-binding expression of intent and does not constitute a legal obligation to complete the transaction until a definitive Stock Purchase Agreement is executed.

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

Sincerely,

[Buyer Signature]
[Buyer Name/Title]

Agreed and Accepted:

[Seller Signature]
[Date]