

[Date]

[Seller Name/Main Firm Name]

[Address Line 1]

[Address Line 2]

Re: Letter of Intent for Practice Group Spin-Off and Shareholder Buyout

Dear [Name of Managing Partner or Board Representative],

This Letter of Intent ("LOI") outlines the preliminary terms under which [Name of Buying Group/Individual] ("Buyer") proposes to acquire the assets and operations of the [Name of Practice Group] ("Practice Group") from [Name of Main Firm] ("Seller") via a shareholder buyout and spin-off arrangement.

1. Assets to be Acquired

The Buyer intends to acquire all assets associated with the Practice Group, including but not limited to: client files, active contracts, accounts receivable, intellectual property, specific office equipment, and assigned personnel contracts.

2. Purchase Price and Payment Terms

The proposed purchase price for the buyout is \$[Amount]. The payment shall be structured as follows:

- Down payment of \$[Amount] upon closing.
- Promissory note for the remaining \$[Amount] to be paid over [Number] years at [Percentage]% interest.

3. Assumption of Liabilities

Buyer shall assume all future liabilities related to the Practice Group's operations post-closing. Seller shall remain responsible for all liabilities incurred prior to the closing date.

4. Transition Services Agreement

Seller agrees to provide administrative and infrastructure support (IT, payroll, office space) for a period of [Number] months to ensure a smooth transition, subject to a negotiated fee.

5. Non-Compete and Non-Solicitation

Both parties will enter into mutual non-solicitation agreements regarding clients and staff not included in this spin-off for a period of [Number] years.

6. Due Diligence

Following the signing of this LOI, the Buyer will have [Number] days to conduct financial and legal due diligence.

7. Exclusivity

The Seller agrees not to negotiate with other parties regarding the sale of the Practice Group for a period of [Number] days from the date of this letter.

8. Governing Law

This letter and the subsequent Purchase Agreement shall be governed by the laws of the State of [State Name].

9. Confidentiality

The parties agree to keep the terms of this LOI and all negotiations strictly confidential.

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

Sincerely,

[Buyer Name/Representative Signature]
[Title]

Accepted and Agreed:

[Seller Name/Representative Signature]
[Date]