[Date]

[Seller Name]
[Law Firm Name]
[Address]
[City, State, Zip]

**Re: Letter of Intent - Proposed Acquisition of [Law Firm Name]**

Dear [Seller Name],

This Letter of Intent ("LOI") outlines the preliminary terms and conditions under which [Private Equity Firm Name] ("Buyer") proposes to acquire the business and assets of [Law Firm Name] ("Target").

**1. Transaction Structure:** The transaction is envisioned as an asset purchase or a merger into a newly formed Professional Corporation/Entity managed by the Buyer, compliant with applicable state bar regulations regarding the corporate practice of law.

**2. Purchase Price:** The proposed enterprise value is $[Amount], subject to adjustment based on final due diligence. The consideration shall be paid as follows:
- [Percentage]% in cash at closing.
- [Percentage]% in a structured earn-out over [Number] years based on performance metrics.
- [Percentage]% in rolled equity or seller notes.

**3. Due Diligence:** Following the execution of this LOI, the Buyer shall have an exclusivity period of [Number] days to conduct financial, legal, and operational due diligence, including a review of client files (subject to privilege protections), billing history, and compliance records.

**4. Continuity of Practice:** The Seller agrees to remain with the firm as [Title/Role] for a transition period of at least [Number] years to ensure client retention and ethical handover of matters.

**5. Definitive Agreement:** The parties will negotiate in good faith to execute a definitive Purchase Agreement containing customary representations, warranties, indemnities, and non-compete covenants.

**6. Confidentiality:** All terms of this LOI and information exchanged during diligence shall remain strictly confidential between the parties.

**7. Non-Binding Nature:** Except for the provisions regarding confidentiality and exclusivity, this LOI is non-binding and serves only as an expression of intent. No legal obligation shall arise until a definitive agreement is signed.

**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.

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

Sincerely,

[Signature]
[Name of Authorized Signatory]
[Private Equity Firm Name]

**Agreed and Accepted:**

_____
[Name of Seller/Partner]
Date: _____