[Sender Name/Company Name]
[Sender Address]
[City, State, Zip Code]
[Date]

[Recipient Name]
[Law Firm Name]
[Recipient Address]
[City, State, Zip Code]

Re: Non-Binding Letter of Intent regarding the Acquisition of [Law Firm Name]

Dear [Recipient Name],

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

1. Transaction Structure: The Buyer proposes to acquire 100% of the equity interests or substantially all assets of the Firm through a newly formed entity.

2. Purchase Price: The proposed aggregate purchase price is $[Amount]. This valuation is based on a multiple of [Number]x EBITDA and is subject to adjustments for working capital, debt, and cash at closing.

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

- [Amount] in cash at closing.
- [Amount] in equity rollover in the surviving entity.
- [Amount] as an earn-out based on performance milestones over [Number] years.

4. Due Diligence: Upon execution of this Letter, the Buyer will have [Number] days to conduct financial, legal, operational, and client-based due diligence.

5. Management and Employment: Key partners and employees shall enter into new employment agreements, including non-compete and non-solicitation covenants, for a minimum period of [Number] years post-closing.

6. Exclusivity: The Firm agrees to an exclusivity period of [Number] days from the date of this Letter, during which it will not negotiate with any other potential buyers.

7. Confidentiality: Both parties agree to keep the existence and terms of this Letter confidential, as governed by the existing Non-Disclosure Agreement dated [Date].

8. Governing Law: This Letter shall be governed by the laws of the State of [State Name].

9. Non-Binding Nature: Except for Sections 6, 7, and 8, this Letter is intended only as a non-binding expression of interest 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 [Date].

Sincerely,

[Signature]
[Printed Name]
[Title]
[Buyer Company Name]

Agreed and Accepted:

_____
For [Law Firm Name]
Date: _____