[Sender Name]
[Sender Firm Name]
[Address]
[City, State, Zip]
[Email]
[Date]

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

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

Dear [Recipient Name],

This Letter of Intent ("LOI") outlines the preliminary terms and conditions under which [Sender Firm Name] ("Buyer") proposes to acquire the litigation practice and associated assets of [Recipient Law Firm Name] ("Seller").

1. Acquisition Structure: The Buyer proposes to acquire substantially all assets of the Seller, including active case files, client lists, intellectual property, work product, and specific tangible assets related to the litigation practice.

2. Purchase Price: The proposed purchase price is [Dollar Amount], subject to financial due diligence. The payment structure shall be as follows:

- [Percentage]% payable at closing.
- [Percentage]% held in escrow for [Number] months.
- [Percentage]% as an earn-out based on settled or adjudicated contingency fees over [Number] years.

3. Treatment of Existing Litigation: Buyer will assume responsibility for pending litigation matters. A transition plan will be established to ensure compliance with ethical obligations and seamless continuity of representation for all clients.

4. Key Personnel: Buyer intends to make offers of employment to specific key attorneys and support staff to maintain the institutional knowledge of the litigation department.

5. Due Diligence: Upon execution of this LOI, the Buyer shall have [Number] days to conduct a full review of the Seller's financial records, case dockets, malpractice history, and operational costs.

6. Exclusivity: The Seller agrees to a "no-shop" period of [Number] days from the date of this letter, during which the Seller will not negotiate with other potential buyers.

7. Confidentiality: Both parties agree that the existence and terms of this LOI shall remain strictly confidential.

8. Non-Binding Nature: Except for sections 6 and 7, this letter is a non-binding expression of intent and does not create a legal obligation to complete the transaction until a formal Asset Purchase Agreement is signed.

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

Sincerely,

[Signature]
[Name of Authorized Representative]
[Title]
[Sender Firm Name]

Agreed and Accepted:

_____
[Recipient Name]
Date: _____