REVISED LETTER OF INTENT

DATE: [Insert Date]

TO: [Name of Managing Partner/Executive Committee]
[Name of Law Firm]
[Address]

FROM: [Your Name / Acquiring Entity Name]
[Address]

RE: Revised Proposal for Partnership Interest Buyout

Dear [Name],

This Revised Letter of Intent ("Letter") outlines the modified terms and conditions under which [Acquiring Entity] proposes to acquire the partnership interests of [Name of Law Firm] ("the Firm"). This version supersedes all previous proposals dated [Date of previous LOI].

1. Purchase Price and Structure
The revised aggregate purchase price for the partnership interests is [Amount and Currency]. This shall be structured as follows:
- [Percentage]% payable in cash upon closing.
- [Percentage]% structured as a performance-based earn-out over [Number] years.
- [Percentage]% as equity rollover into the new entity.

2. Global Integration and Branding
The Firm will operate under the brand name [New Brand Name] as part of our global network. Current partners will retain local management authority over [Specific Jurisdictions], subject to global compliance and reporting standards.

3. Partner Compensation and Retention
A revised compensation pool of [Amount] has been allocated for the retention of key partners. New partnership agreements will include a non-compete period of [Number] years and a transition period for senior equity partners.

4. Assumption of Liabilities
[Acquiring Entity] will assume identified operational liabilities as listed in Annex A. All professional malpractice liabilities originating prior to the closing date shall remain the responsibility of the existing partnership/insurers.

5. Due Diligence
This proposal is subject to a final [Number]-day confirmatory due diligence period, focusing on client conflict checks, multi-jurisdictional tax compliance, and audited financial statements for the past three fiscal years.

6. Exclusivity
In consideration of the resources expended on this revised proposal, the Firm agrees to an exclusive negotiating period of [Number] days from the date of execution.

7. Governing Law
This Letter shall be governed by and construed in accordance with the laws of [Jurisdiction/Country].

8. Non-Binding Nature
Except for the provisions regarding Exclusivity and Governing Law, this Letter is a non-binding expression of intent and does not create a legal obligation to proceed with the transaction until definitive agreements are executed.

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

Sincerely,

_____
[Your Name/Signature]
[Title]
[Acquiring Entity]

Accepted and Agreed:

_____
For [Name of Law Firm]
Date: [Date]