

[Your Name/Law Firm Name]

[Your Address]

[City, State, Zip Code]

[Email Address]

[Phone Number]

[Date]

[Recipient Name]

[Recipient Address]

[City, State, Zip Code]

**RE: LETTER OF INTENT FOR PRE-LITIGATION SETTLEMENT**

**Matter: Dispute Regarding Shares in [Company Name]**

Dear [Recipient Name],

This Letter of Intent ("Letter") outlines the preliminary terms for a proposed settlement between [Your Name/Client Name] and [Recipient Name/Entity Name] regarding the ongoing shareholder dispute involving [Company Name]. This Letter is intended to facilitate a resolution prior to the commencement of formal legal proceedings.

**1. Background of Dispute:**

The parties acknowledge a disagreement regarding [briefly mention core issue, e.g., breach of fiduciary duty, valuation of shares, or involuntary dilution].

**2. Proposed Settlement Terms:**

The parties agree to resolve the dispute based on the following proposed terms:

- **Share Purchase/Transfer:** [Describe if shares will be bought back, sold, or transferred].
- **Valuation:** The shares shall be valued at [Amount] based on [Method of Valuation].
- **Payment Terms:** [Describe payment schedule or lump sum details].
- **Resignation:** [If applicable, mention resignation from Board of Directors or officer positions].

**3. Mutual Release of Claims:**

Upon execution of a formal Settlement Agreement, both parties shall provide a full and final release of all claims, known or unknown, arising from their relationship as shareholders in [Company Name].

**4. Confidentiality:**

The terms of this Letter and any subsequent negotiations shall remain strictly confidential and shall not be disclosed to third parties, except as required by law.

**5. Non-Binding Effect:**

Except for the provisions regarding confidentiality, this Letter is non-binding and serves only as

an expression of intent. A binding agreement shall only exist upon the execution of a formal written Settlement Agreement.

**6. Deadline for Response:**

This proposal shall remain open until [Date/Time]. If an agreement in principle is not reached by this date, [Your Name/Client Name] reserves the right to pursue all available legal remedies.

Sincerely,

[Your Signature]

[Your Printed Name]