

[Date]

[Recipient Name]

[Recipient Title]

[Financial Institution/Purchaser Name]

[Address]

[City, State, Zip Code]

RE: Letter of Intent for the Securitization of Accounts Receivable

Dear [Recipient Name],

This Letter of Intent ("LOI") outlines the preliminary terms and conditions under which [Law Firm Name] ("Seller") proposes to enter into a securitization arrangement with [Purchaser Name] ("Purchaser") regarding a portfolio of the Seller's legal accounts receivable.

1. Assets to be Securitized: The transaction shall involve the sale, transfer, or assignment of a pool of eligible, billed, and unbilled accounts receivable generated from legal services provided by the Seller.

2. Transaction Structure: The parties intend to establish a Special Purpose Vehicle (SPV) to purchase the receivables. The SPV will issue asset-backed securities or notes to be funded by the Purchaser.

3. Purchase Price and Funding: The purchase price for the receivables shall be determined based on a discounted face value, taking into account the aging of the receivables, historical collection rates, and the creditworthiness of the underlying clients.

4. Servicing: [Law Firm Name] shall continue to act as the servicer of the receivables, maintaining primary contact with clients and managing collections, subject to oversight by the Purchaser.

5. Due Diligence: This proposal is subject to a satisfactory due diligence review by the Purchaser, including an audit of the Seller's billing practices, historical recovery data, and client engagement agreements.

6. Exclusivity: For a period of [Number] days following the signing of this LOI, the Seller agrees not to negotiate with any other party regarding the securitization or sale of the same assets.

7. Confidentiality: Both parties agree to maintain the confidentiality of all proprietary information exchanged during the negotiation and due diligence phases.

8. Non-Binding Nature: Except for the provisions regarding Exclusivity and Confidentiality, this letter is a statement of intent only and does not constitute a legally binding obligation on either party to proceed with the transaction.

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

Sincerely,

[Signature]

[Name of Authorized Signatory]

[Title]

[Law Firm Name]

Accepted and Agreed:

Signature: _____

Name: [Recipient Name]

Date: _____