

[Date]

[Recipient Name]

[Recipient Title]

[Funding Institution Name]

[Address]

[City, State, Zip Code]

RE: Letter of Intent - Securitization of Contingency Fee Portfolio

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 [Funding Institution Name] ("Purchaser") regarding a portfolio of legal claims handled on a contingency fee basis.

1. Transaction Overview:

The Seller intends to transfer the economic interest in a defined portfolio of pending litigation matters to a Special Purpose Vehicle (SPV) created by the Purchaser in exchange for immediate capital investment.

2. Portfolio Description:

The portfolio consists of approximately [Number] active cases in the field of [Practice Area, e.g., Personal Injury/Mass Tort], with an estimated aggregate gross recovery value of \$[Amount].

3. Purchase Price and Funding:

The Purchaser will provide an initial funding amount of \$[Amount]. Future tranches may be released based on predefined milestones or the achievement of specific internal rates of return (IRR).

4. Distribution Waterfall:

Proceeds from the portfolio shall be distributed according to a priority schedule, ensuring the Purchaser receives the return of principal and a preferred return of [Percentage]% prior to the Seller's residual participation.

5. Due Diligence:

The Purchaser shall have a period of [Number] days to conduct a comprehensive review of the case files, historical success rates, and the financial standing of the Seller.

6. Exclusivity:

The Seller agrees to an exclusivity period of [Number] days from the date of this letter, during which it will not negotiate with other financing sources regarding this specific portfolio.

7. Confidentiality:

Both parties agree to maintain strict confidentiality regarding the terms of this transaction and the sensitive data contained within the legal files, subject to existing attorney-client privilege.

8. Non-Binding Nature:

With the exception of the Exclusivity and Confidentiality clauses, this letter is a non-binding expression of intent and does not constitute a legal obligation to close the transaction.

Sincerely,

[Name of Authorized Signatory]

[Title]

[Law Firm Name]

Agreed and Accepted:

[Name of Representative]

[Title]

[Funding Institution Name]