

{Date} {Recipient Name} {Recipient Title} {Funding Institution/Investor Name} {Address}  
{City, State, Zip Code} RE: Letter of Intent - Securitization of Class Action Settlement  
Receivables Dear {Recipient Name}, This Letter of Intent ("LOI") outlines the preliminary terms  
and conditions under which {Originator/Law Firm Name} ("Originator") proposes to enter into a  
securitization transaction with {Investor Name} ("Investor") regarding a portfolio of class action  
settlement receivables. 1. Asset Description: The assets consist of legal rights to future payments  
arising from the court-approved settlement in the matter of {Case Name/Number}. 2. Proposed  
Transaction: The Originator intends to transfer a pool of settlement receivables to a Special  
Purpose Vehicle (SPV). The SPV will issue asset-backed securities or debt instruments to the  
Investor. 3. Estimated Portfolio Value: The total face value of the receivables is estimated at  
\${Amount}. 4. Purchase Price/Funding Amount: The Investor shall provide capital in the  
amount of \${Amount}, representing a discount rate of {Percentage}% of the projected net  
recovery. 5. Due Diligence: This proposal is subject to the Investor's completion of legal,  
financial, and regulatory due diligence, including a review of the Settlement Agreement, Final  
Approval Order, and claim distribution timelines. 6. Exclusivity: For a period of {Number} days  
following the execution of this LOI, the Originator agrees not to negotiate with any other party  
regarding the securitization of these specific assets. 7. Confidentiality: Both parties agree to  
maintain the confidentiality of the terms of this transaction and any proprietary data exchanged  
during the due diligence process. 8. Non-Binding Nature: Except for the provisions regarding  
Exclusivity and Confidentiality, this LOI is non-binding and serves only as a framework for the  
preparation of definitive transaction documents. 9. Governing Law: This LOI shall be governed  
by the laws of the State of {State}. If these terms are acceptable, please sign and return a copy of  
this letter by {Expiration Date}. Sincerely, \_\_\_\_\_ {Name of  
Authorized Signatory} {Title} {Originator Name} Agreed and Accepted:  
\_\_\_\_\_ {Name of Authorized Signatory} {Title} {Investor Name}