

Table of Contents

Introduction	3
Purpose	3
Definitions and Interpretations	3
Definitions	3
Interpretation	4
Terms of Debt Restructuring	4
Revised Financial Obligations	4
Repayment Schedule	5
Grace Period and Deferral Options	5
Default Conditions	5
Repayment Schedule and Payment Terms	5
Payment Schedule	6
Payment Method	6
Illustration of Repayment Timeline	6
Representations and Warranties	6
Mutual Representations	6
Representations and Warranties of DocuPal Demo, LLC	7
Representations and Warranties of ACME-1	7
Covenants	7
Affirmative Covenants of ACME-1	7
Negative Covenants of DocuPal Demo, LLC	8
Events of Default and Remedies	8
Events of Default	8
Remedies	8
Dispute Resolution	9
Governing Law and Jurisdiction	9
Dispute Resolution	9
Miscellaneous Provisions	9
Amendments	9
Notices	10
Assignment	10
Confidentiality	10
Entire Agreement	10





Introduction

This Debt Restructuring Agreement is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized and existing under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal"), and Acme, Inc, a business organized and existing under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("ACME-1").

Purpose

This Agreement outlines the terms and conditions for restructuring certain existing debt obligations of ACME-1 to DocuPal. ACME-1 is currently facing financial challenges and is unable to meet its debt obligations under the original loan agreement. The purpose of this restructuring is to facilitate repayment and support the financial stability of ACME-1 by establishing revised payment schedules, interest rates, and principal amounts. DocuPal desires to assist ACME-1 in overcoming these financial difficulties through this Agreement.

Definitions and Interpretations

Definitions

For the purposes of this Debt Restructuring Agreement, the following terms shall have the meanings set forth below:

- **Debt** means all outstanding financial obligations owed by ACME-1 to Docupal Demo, LLC as of the Effective Date, including principal, interest, fees, and other charges, as detailed in the original debt agreements.
- **Restructuring** refers to the process outlined in this agreement to modify the terms of the Debt, including adjustments to the Payment Schedule, interest rates, and principal amounts, to facilitate repayment by ACME-1.
- **Effective Date** shall mean 2025-08-09, the date on which this Debt Restructuring Agreement becomes legally binding and enforceable between the parties.



- **Default** signifies the occurrence of any event specified in Section [insert section number] of this agreement, which allows Docupal Demo, LLC to exercise its rights and remedies as a creditor.
- **Payment Schedule** means the revised schedule for repayment of the Debt by ACME-1, as detailed in Exhibit A attached to this agreement, specifying the amounts and due dates of each payment.

Interpretation

In this Debt Restructuring Agreement, unless the context otherwise requires:

- Words importing the singular include the plural and vice versa.
- References to persons include corporations and other legal entities.
- The words "include" or "including" shall be deemed to be followed by "without limitation".
- Section headings are for convenience only and shall not affect the interpretation of this agreement.
- All references to currency are in United States Dollars (USD).

Terms of Debt Restructuring

This section outlines the revised terms for the debt owed by ACME-1 to Docupal Demo, LLC. These terms amend and supersede any conflicting terms in prior agreements.

Revised Financial Obligations

The outstanding principal amount of the debt is reduced by 15%. The new principal balance is the original principal amount less 15%. The interest rate is reduced from the original 10% to a new rate of 7% per annum. This revised interest rate will apply to the outstanding principal balance as adjusted.

Repayment Schedule

ACME-1 will repay the debt according to the following schedule:

- **Payment Frequency:** Monthly
- **Repayment Period:** Five (5) years
- **Commencement Date:** [Date]



- **Payment Amount:** To be calculated based on the adjusted principal and the revised interest rate, ensuring substantially equal monthly payments.

Grace Period and Deferral Options

A grace period of three (3) months from the Commencement Date is granted. During this period, ACME-1 is not required to make any payments.

Furthermore, ACME-1 may request a deferral of payments for up to six (6) months in the event of documented financial hardship. Any request for deferral must be submitted in writing to Docupal Demo, LLC, along with supporting financial documentation. The approval of any deferral is at the sole discretion of Docupal Demo, LLC. Deferred payments will accrue interest at the revised rate of 7% and will be added to the principal balance, potentially extending the repayment period.

Default Conditions

The following events will constitute a default under this Restructuring Agreement:

- Failure to make any payment within ten (10) business days of the due date.
- Breach of any material covenant or warranty contained in this Agreement.
- Insolvency, bankruptcy, or appointment of a receiver of ACME-1.

Upon the occurrence of a default, Docupal Demo, LLC will have the right to accelerate the remaining debt and pursue all available legal remedies.

Repayment Schedule and Payment Terms

This section outlines the repayment schedule and payment terms agreed upon by DocuPal Demo, LLC and ACME-1 for the restructured debt. It details the frequency, amount, and method of payments.

Payment Schedule

ACME-1 will make monthly payments to DocuPal Demo, LLC. Each payment will be in the amount of \$[Amount]. Payments are due on the [Day] of each month, commencing on [Start Date]. A detailed repayment schedule will be provided

separately, illustrating the principal and interest components of each payment.

Payment Method

All payments must be made in U.S. dollars via electronic funds transfer (EFT). ACME-1 is responsible for ensuring that payments are received by DocuPal Demo, LLC on or before the due date. Details for electronic funds transfer will be provided by DocuPal Demo, LLC.

Illustration of Repayment Timeline

,[Amount],[Amount],[Amount],[Amount],[Amount],[Amount],[Amount],[Amount],
[Amount],[Amount],[Amount]]'

Representations and Warranties

Mutual Representations

Each party represents and warrants to the other that as of the Effective Date:

- It is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation.
- It has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder.
- The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on its part.
- This Agreement constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally and subject to equitable principles.

Representations and Warranties of DocuPal Demo, LLC

DocuPal Demo, LLC represents and warrants to ACME-1 that as of the Effective Date:

- It has the full right, power, and authority to restructure the Debt as contemplated by this Agreement.



- The execution, delivery, and performance of this Agreement will not violate any agreement, order, judgment, or decree to which it is a party or by which it is bound.

Representations and Warranties of ACME-1

ACME-1 represents and warrants to DocuPal Demo, LLC that as of the Effective Date:

- The financial information provided to DocuPal Demo, LLC in connection with this Debt Restructuring Agreement is true, complete, and accurate in all material respects as of the date provided and fairly presents the financial condition of ACME-1 as of such date.
- There are no pending or threatened actions, suits, or proceedings before any court or administrative agency that could materially and adversely affect its ability to perform its obligations under this Agreement.
- The execution, delivery, and performance of this Agreement will not violate any agreement, order, judgment, or decree to which it is a party or by which it is bound.

Each party assures the other that they are legally sound and have the authority to participate in this Debt Restructuring Agreement. DocuPal Demo, LLC affirms its entitlement to restructure the debt, while ACME-1 guarantees that all financial details shared are precise and thorough. These assurances confirm each party's ability to adhere to the agreement without violating any conflicting obligations. This mutual understanding forms a solid base for the debt restructuring process, ensuring transparency and compliance from both sides.

Covenants

Affirmative Covenants of ACME-1

ACME-1 will furnish DocuPal Demo, LLC with regular financial reports. These reports will allow DocuPal Demo, LLC to monitor ACME-1's compliance with the Debt Restructuring Agreement. ACME-1 must adhere to the revised payment schedule. ACME-1 will provide any information reasonably requested by DocuPal Demo, LLC to verify compliance.



Negative Covenants of DocuPal Demo, LLC

As long as ACME-1 complies with the terms of this agreement, DocuPal Demo, LLC will not initiate any legal actions against ACME-1 related to the original debt. DocuPal Demo, LLC is prohibited from taking any action that would impede ACME-1's ability to meet its obligations under this agreement. DocuPal Demo, LLC will refrain from actions that could disrupt ACME-1's business operations, provided ACME-1 is not in default.

Events of Default and Remedies

Events of Default

ACME-1 will be considered in default under this Debt Restructuring Agreement upon the occurrence of any of the following events:

1. **Payment Default:** Failure by ACME-1 to make any payment required under this Agreement within sixty (60) days of the due date.
2. **Breach of Warranty:** Any representation or warranty made by ACME-1 in this Agreement proves to be false or misleading in any material respect.
3. **Insolvency:** ACME-1 becomes insolvent, files for bankruptcy, is placed in receivership, or makes an assignment for the benefit of creditors.

Remedies

Upon the occurrence of an Event of Default, Docupal Demo, LLC shall have the following rights and remedies, in addition to any other rights and remedies available under applicable law or in equity:

1. **Acceleration:** Docupal Demo, LLC may declare the entire outstanding principal amount of the debt, together with all accrued and unpaid interest and other charges, immediately due and payable.
2. **Legal Action:** Docupal Demo, LLC may pursue any and all legal remedies available to it, including, without limitation, bringing an action for specific performance or seeking injunctive relief.
3. **Other Rights:** Docupal Demo, LLC may exercise any other rights or remedies available to it under this Agreement, at law, or in equity.



Dispute Resolution

Any dispute arising out of or relating to this Agreement, including disputes regarding the interpretation or enforcement of this Agreement, shall be resolved through binding arbitration in Anytown, CA, in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties.

Governing Law and Jurisdiction

This Debt Restructuring Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, will be subject to the exclusive jurisdiction of the state and federal courts located in Delaware. Each party irrevocably consents to the jurisdiction of such courts and waives any objection based on improper venue or forum non conveniens. This Agreement is further supported by general contract law principles and relevant state and federal laws governing debt restructuring.

Miscellaneous Provisions

Amendments

This Debt Restructuring Agreement may only be amended, modified, or supplemented by a written instrument duly executed by both DocuPal Demo, LLC and ACME-1. Any such amendment will become effective on the date specified in the written instrument.

Notices

All notices, requests, demands, and other communications required or permitted under this Agreement must be in writing and will be deemed to have been duly given when delivered via certified mail or email to the addresses set forth in this



Agreement for each party. It is the responsibility of each party to notify the other of any change in address.

Assignment

Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party. Any attempted assignment or delegation in violation of this provision will be null and void.

Confidentiality

The parties agree to hold all information exchanged in connection with this Debt Restructuring Agreement in strict confidence. Neither party may disclose such confidential information to any third party without the prior written consent of the other party, except as required by law. This obligation of confidentiality survives the termination of this Agreement.

Entire Agreement

This Debt Restructuring Agreement constitutes the entire agreement between DocuPal Demo, LLC and ACME-1 with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the parties with respect to such subject matter.

Signatures and Execution

This Debt Restructuring Agreement shall become effective as of [Date].

Execution

The parties acknowledge that they have read and understood the terms and conditions of this Debt Restructuring Agreement. By signing below, the parties agree to be bound by the obligations outlined herein.

DocuPal Demo, LLC and Acme, Inc. have duly executed this Agreement as of the date first written above.

DocuPal Demo, LLC



By: [Name of Signatory for DocuPal Demo, LLC]

Title: [Title of Signatory for DocuPal Demo, LLC]

Date: 2025-08-09

Acme, Inc.

By: [Name of Signatory for Acme Inc.]

Title: [Title of Signatory for Acme Inc.]

Date: 2025-08-09

Instructions: This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures.

