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Introduction and Parties

Introduction

This Sublease Agreement, effective as of August 9, 2025, outlines the terms and conditions under which DocuPal Demo, LLC will sublease a portion of its leased premises to Acme, Inc. This agreement is subject to the consent of the landlord.

Parties

Original Tenant

DocuPal Demo, LLC, a company organized and existing under the laws of United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Sublessor").

Subtenant

Acme, Inc, also known as ACME-1, a business organized and existing under the laws of United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Sublessee").

Landlord Consent

This Sublease Agreement requires and is subject to the consent of the Landlord under the Original Lease.

Premises Description

Premises

The premises to be subleased consist of the space located at 123 Main Street, Suite 200, Anytown, USA.



Exclusive Use Area

ACME-1 will have exclusive use of Suite 200.

Shared Use Areas

ACME-1 will share common areas of the building with other tenants.

Included Amenities

The subleased premises include the following amenities for ACME-1's use:

- Desks
- Chairs
- Internet access

Term and Duration of Sublease

Term and Duration

Sublease Term

This Sublease shall commence on January 1, 2024 ("Commencement Date") and shall continue in full force and effect until December 31, 2024 ("Termination Date"), unless sooner terminated as provided herein or extended by written agreement of Sublessor and Sublessee.

Extension Option

The Sublessee shall have the option to extend the term of this Sublease beyond the Termination Date. Any such extension shall require the prior written consent of the Sublessor. The terms and conditions of any extension shall be mutually agreed upon in writing by both parties.



Termination Notice

Either party may terminate this Sublease prior to the Termination Date by providing thirty (30) days written notice to the other party. Such notice must be delivered in accordance with the notice provisions outlined in this agreement.

Rent and Payment Terms

ACME-1 will pay DocuPal Demo, LLC rent of \$2,000 per month. Rent payments are due on the first of each month.

Payment Method

ACME-1 must make all rent payments via electronic transfer to DocuPal Demo, LLC.

Late Payment

If ACME-1 fails to pay the rent on time, a late fee of \$50 will be assessed. This late fee will be due immediately.

Security Deposit

The security deposit will be held by DocuPal Demo, LLC during the term of this Sublease Agreement.

Rights and Obligations of the Subtenant

ACME-1, as Subtenant, has the right to use the property located at 123 Main Street, Suite 200, Anytown, USA, for office purposes only. This right is subject to all terms and conditions outlined in this Sublease Agreement and the Original Lease.

Compliance with Original Lease

ACME-1 must follow all the rules and regulations of the Original Lease between Docupal Demo, LLC and the Landlord. This includes, but is not limited to, rules about building use, common areas, and parking. ACME-1 will not take any action that violates the Original Lease.



Maintenance and Repair

ACME-1 is responsible for keeping the subleased premises clean and in good order. ACME-1 is not responsible for structural repairs or maintenance, unless such damage is caused by ACME-1's negligence or misuse.

Conduct

ACME-1 must conduct its business and activities in a manner that does not disturb other tenants or occupants of the building. ACME-1 shall not create any nuisance or engage in any illegal or offensive activities on the property.

Original Tenant's Responsibilities

DocuPal Demo, LLC remains bound by all obligations of the original lease agreement with the landlord for the property at 123 Main Street, Suite 200, Anytown, USA. This includes, but is not limited to, ensuring the subtenant, ACME-1, complies with all terms and conditions of the original lease and this Sublease Agreement.

Communication and Compliance

DocuPal Demo, LLC will serve as the primary point of contact for communication between ACME-1 and the landlord, unless otherwise agreed upon in writing. DocuPal Demo, LLC is responsible for promptly relaying any notices or requests from the landlord to ACME-1, and vice versa. DocuPal Demo, LLC will also monitor ACME-1's compliance with the lease terms, addressing any violations or concerns with ACME-1 in a timely manner.

Dispute Resolution

In the event of any dispute between DocuPal Demo, LLC and ACME-1 arising out of this Sublease Agreement, the parties agree to first attempt to resolve the dispute through mediation.



Consent and Approval of Landlord

This Sublease Agreement is contingent upon obtaining written consent from the landlord of the property located at 123 Main Street, Suite 200, Anytown, USA. DocuPal Demo, LLC, as the original tenant, has already obtained the necessary consent from the landlord to sublease the premises to ACME-1.

Evidence of Consent

A copy of the landlord's written consent is attached to this Sublease Agreement as Exhibit A and incorporated herein by reference. This consent confirms the landlord's approval of the sublease and ACME-1's occupancy of the premises under the terms and conditions outlined in both the original lease and this Sublease Agreement.

Continued Compliance

ACME-1 agrees to adhere to all terms and conditions of the original lease between the landlord and DocuPal Demo, LLC, as they pertain to the subleased premises. Any violation of the original lease terms by ACME-1 will be considered a breach of this Sublease Agreement.

Maintenance and Repairs

DocuPal Demo, LLC will handle all routine maintenance tasks for the subleased premises. Acme, Inc must promptly report any needed repairs to DocuPal Demo, LLC. DocuPal Demo, LLC will then coordinate the necessary repairs. This includes, but is not limited to, plumbing, electrical, and HVAC systems.

Emergency Repairs

In the event of an emergency repair, such as a burst pipe or electrical hazard, Acme, Inc must immediately notify DocuPal Demo, LLC. DocuPal Demo, LLC will take action to address the emergency as quickly as possible.



Routine Upkeep

DocuPal Demo, LLC is responsible for the routine upkeep of the property. This includes general maintenance and ensuring the property remains in good working order.

Termination and Default

This Sublease Agreement may be terminated as described below.

Termination

This Sublease Agreement can be terminated early only by mutual written agreement of both DocuPal Demo, LLC, and ACME-1.

Default

The following events shall constitute default under this Sublease Agreement:

- Failure by ACME-1 to pay rent when due.
- Violation of any other terms or conditions of the Original Lease or this Sublease Agreement by ACME-1.

Remedies

If ACME-1 defaults, DocuPal Demo, LLC, has the right to pursue any and all remedies available under applicable law. These remedies include, but are not limited to, terminating this Sublease Agreement and retaking possession of the Subleased Premises.

Notice of Termination

DocuPal Demo, LLC, must provide ACME-1 with thirty (30) days written notice of termination for any default. The notice must specify the grounds for termination. ACME-1 then has thirty (30) days to cure the default. If ACME-1 fails to cure the default within the thirty (30) day period, this Sublease Agreement will terminate automatically. DocuPal Demo, LLC, will then have the right to retake possession of the Subleased Premises.



Security Deposit Terms

ACME-1 will provide Docupal Demo, LLC a security deposit of \$2,000. This deposit secures ACME-1's obligations under this Sublease Agreement.

Permitted Deductions

Docupal Demo, LLC may only use the security deposit to cover damages to the property beyond normal wear and tear caused by ACME-1, its agents, or invitees.

Security Deposit Refund

Docupal Demo, LLC will refund the remaining security deposit to ACME-1 within 30 days of the termination date. The refund will be issued via check and mailed to ACME-1's address as listed in this agreement.

Indemnity and Liability

Subtenant's Indemnification

ACME-1 assumes all liability relating to its use of the subleased premises. ACME-1 will indemnify, defend, and hold Docupal Demo, LLC, its officers, employees, and agents harmless. This covers any claims, damages, liabilities, costs, or expenses arising from ACME-1's use of the premises. This includes, but is not limited to, personal injury, property damage, or environmental damage.

Original Tenant's Indemnification

Docupal Demo, LLC will indemnify, defend, and hold ACME-1, its officers, employees, and agents harmless from any claims, damages, liabilities, costs, or expenses arising from Docupal Demo, LLC's actions or omissions prior to the commencement of this sublease.



Landlord Protection

Both Docupal Demo, LLC and ACME-1 will ensure that the Landlord is also protected under these indemnification provisions, as required by the original Lease Agreement.

Dispute Resolution

The parties will try to resolve any disputes related to this sublease through good-faith negotiation.

Mediation

If negotiation does not work, the parties agree to attempt to settle the dispute by mediation. They will select a mutually acceptable mediator in Anytown, USA. The costs of mediation will be shared equally.

Governing Law and Venue

The laws of the United States govern this sublease agreement. The venue for any legal action regarding this sublease will be in Anytown, USA.

Miscellaneous Provisions

Governing Law

This Sublease Agreement will be governed by the laws of the State of [State].

Entire Agreement

This Sublease Agreement contains the entire agreement between Docupal Demo, LLC, as sublessor, and ACME-1, as sublessee. It fully replaces any prior understandings or agreements, whether written or oral, relating to the sublease of the property.



Amendments

Any changes to this Sublease Agreement must be made in writing. All parties must sign the written amendment.

Notices

All notices related to this Sublease Agreement must be delivered in writing. Notices are considered properly given when sent to the addresses listed in this agreement via certified mail or hand delivery.

Assignment

ACME-1 cannot assign its rights or obligations under this Sublease Agreement to another party.

Signatures and Execution

This Sublease Agreement is effective as of August 9, 2025. By signing below, both parties agree to all terms and conditions.

Signatures

DocuPal Demo, LLC

By: _____

Name:

Title:

Date: _____

Acme, Inc

By: _____

Name:

Title:



Date: _____

Notarization

This Sublease Agreement must be notarized to be considered fully executed.

