

Table of Contents

Introduction and Parties	3
Introduction	3
Parties	3
Lessor	3
Lessee	3
Purpose	3
Property Description	3
Boundaries and Features	4
Term of Lease	4
Renewal Options	4
Exercising Renewal Options	4
Conditions for Renewal	4
Rent and Payment Terms	4
Base Rent	5
Payment Schedule	5
Rent Adjustments	5
Late Payment	5
Acceptable Payment Methods	5
Rent Escalation Chart	5
Use of Property and Restrictions	6
Permitted Use	6
Prohibited Activities	6
Compliance with Laws	6
Maintenance and Repairs	7
Routine Maintenance	7
Major Repairs	7
Improvements and Alterations	7
Maintenance Standards	7
Improvements and Fixtures	8
Tenant Improvements	8
Approval Process	8
Ownership of Improvements	8
Removal and Restoration	8



Taxes, Insurance, and Utilities	8
Taxes	8
Insurance	9
Utilities	9
Transfer, Assignment, and Subletting	9
Conditions for Consent	9
Prohibited Transfers	10
Default and Remedies	10
Lessee Default	10
Lessor Default	10
Lessor Remedies	11
Lessee Remedies	11
Termination and Surrender	11
Termination	11
Notice of Termination	12
Surrender of the Property	12
Dispute Resolution	12
Mediation	13
Arbitration	13
Litigation	13
Governing Law and Jurisdiction	13
Dispute Resolution	13
Miscellaneous Provisions	13
Amendments	14
Notices	14
Severability	14
Counterparts	14
Signatures and Execution	14
Notarization	15



Introduction and Parties

Introduction

This Ground Lease Agreement ("Agreement") is made and entered into as of August 9, 2025.

Parties

Lessor

DocuPal Demo, LLC, a company organized and existing under the laws of United States, with an address at 23 Main St, Anytown, CA 90210 ("Lessor").

Lessee

Acme, Inc ("ACME-1"), a business entity organized and existing under the laws of United States, with an address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Lessee").

Purpose

The Lessor leases to the Lessee a certain parcel of land. The Lessee will construct and operate a commercial retail facility on the land. The terms and conditions of this lease are set forth below.

Property Description

The subject of this Ground Lease Agreement is a parcel of land located in Anytown, USA. DocuPal Demo, LLC, as Lessor, leases to ACME-1, as Lessee, the land legally described as Lot 4, Block 2, of the Plat of Anytown Industrial Park, as recorded in Plat Book 123, Page 45, in the Office of the County Recorder, Anytown.



Boundaries and Features

The precise boundaries of the property are delineated in the survey map attached as Exhibit A. An existing access road runs along the north boundary of the property. The property's current condition and any existing features are also illustrated in Exhibit A.

Term of Lease

The term of this Lease shall commence on January 1, 2024 (the "Commencement Date") and shall expire on December 31, 2073 (the "Expiration Date"), unless sooner terminated as provided herein, resulting in a term of fifty (50) years.

Renewal Options

ACME-1 is granted two (2) options to renew this Lease for additional terms of ten (10) years each (each a "Renewal Term").

Exercising Renewal Options

To exercise a renewal option, ACME-1 must provide Docupal Demo, LLC with written notice of its election to renew. This notice must be given at least one (1) year prior to the Expiration Date of the initial term or the then-current Renewal Term.

Conditions for Renewal

The exercise of each renewal option is contingent upon ACME-1 being in full compliance with all terms, conditions, and covenants of this Lease at the time of providing notice and at the commencement of the applicable Renewal Term. Failure to comply with any of these terms will void the renewal option.

Rent and Payment Terms

The following outlines the rent and payment terms for the leased property. ACME-1 will pay Docupal Demo, LLC rent as specified below.



Base Rent

The initial base rent shall be \$10,000 per month. Rent payments are due monthly.

Payment Schedule

Payments must be received by Docupal Demo, LLC on or before the first day of each month. The first rent payment is due on or before 2025-09-01. ACME-1 shall make all payments in US dollars.

Rent Adjustments

The base rent will increase by 2% annually. The first rent adjustment will occur on January 1, 2026. Subsequent adjustments will occur on January 1st of each year thereafter throughout the lease term.

Late Payment

If any rent payment is received more than 10 days after the due date, a late fee of 5% will be applied to the overdue amount. This late fee is in addition to the regular monthly rent.

Acceptable Payment Methods

ACME-1 must make all rent payments via ACH transfer or certified check. Docupal Demo, LLC will provide the necessary bank details for ACH transfers. Checks should be made payable to Docupal Demo, LLC and delivered to 23 Main St, Anytown, CA 90210.

Rent Escalation Chart

The following chart illustrates the projected rent escalation over the first five years of the lease, based on the 2% annual increase.



Use of Property and Restrictions

The Lessee, ACME-1, shall use the leased property solely for the purpose of constructing and operating a commercial retail facility. This includes associated parking and related amenities necessary for the facility's operation.

Permitted Use

ACME-1 is permitted to construct, operate, and maintain a commercial retail facility on the property. The retail facility may include, but is not limited to, retail stores, restaurants, and service-oriented businesses. Parking facilities and landscaping are also allowed to support the primary retail use.

Prohibited Activities

The following activities are strictly prohibited on the leased property:

- **Residential Use:** No portion of the property shall be used for residential purposes.
- **Hazardous Materials:** The storage, handling, or disposal of hazardous materials is prohibited without the Lessor's, Docupal Demo, LLC, prior written consent. Any permitted storage must comply with all applicable environmental laws and regulations.

Compliance with Laws

ACME-1 is responsible for ensuring that all activities on the leased property comply with all applicable federal, state, and local laws, ordinances, and regulations. This includes, but is not limited to, zoning laws, building codes, and environmental regulations. Upon request by Docupal Demo, LLC, ACME-1 shall provide documentation demonstrating compliance with these laws and regulations. ACME-1 is responsible for obtaining all necessary permits and licenses required for the construction and operation of the commercial retail facility. Failure to comply with applicable laws and regulations will be considered a breach of this Lease Agreement.



Maintenance and Repairs

ACME-1, as Lessee, is solely responsible for maintaining the Premises in good order and repair throughout the Lease Term. This responsibility extends to all portions of the Premises, including, but not limited to, the building, any improvements, landscaping, parking areas, and utility systems.

Routine Maintenance

ACME-1 will perform all routine maintenance necessary to keep the Premises in a clean, safe, and presentable condition. Routine maintenance includes, but is not limited to, landscaping, snow removal, trash removal, and general cleaning.

Major Repairs

ACME-1 is responsible for all major repairs to the Premises. This includes, but is not limited to, repairs to the roof, foundation, structural elements, and major systems such as HVAC and plumbing. ACME-1 will perform such repairs promptly and in a good and workmanlike manner, using qualified contractors.

Improvements and Alterations

ACME-1 may, with Docupal Demo, LLC's prior written approval, make improvements and alterations to the Premises. Such approval will not be unreasonably withheld. All improvements and alterations will be performed at ACME-1's sole cost and expense. All work must comply with all applicable laws, codes, and regulations. Upon the expiration or termination of this Lease, all improvements and alterations made by ACME-1 will become the property of Docupal Demo, LLC, unless otherwise agreed in writing.

Maintenance Standards

ACME-1 will maintain the Premises to a standard that is consistent with similar commercial properties in the area. ACME-1 will take all necessary precautions to prevent damage to the Premises and to protect the safety of its employees, customers, and visitors. Docupal Demo, LLC has the right to inspect the property with reasonable notice.



Improvements and Fixtures

Tenant Improvements

ACME-1 has the right to construct improvements on the leased property. Before starting any construction, ACME-1 must get Docupal Demo, LLC's written approval. This approval applies to all improvements, including structural changes.

Approval Process

ACME-1 will submit detailed plans and specifications for any proposed improvements to Docupal Demo, LLC. Docupal Demo, LLC will review these plans in a reasonable timeframe. Approval will not be unreasonably withheld, but is contingent on the improvements complying with all applicable laws and regulations.

Ownership of Improvements

All improvements made to the property, whether during the lease term or at its termination, will become the property of Docupal Demo, LLC upon the lease's expiration or earlier termination. ACME-1 will not be entitled to compensation for these improvements.

Removal and Restoration

At the end of the lease term, ACME-1 must remove any personal property and trade fixtures that it owns. ACME-1 is not required to remove any improvements that have become the property of Docupal Demo, LLC, unless otherwise agreed in writing. ACME-1 must leave the premises in a clean and orderly condition. ACME-1 is responsible for repairing any damage caused by the removal of its property.



Taxes, Insurance, and Utilities

Taxes

ACME-1 is responsible for paying all real property taxes and assessments levied against the leased property during the term of this Agreement. ACME-1 will make these payments directly to the taxing authority when due.

Insurance

ACME-1 must maintain certain insurance coverages throughout the lease term. This includes commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence. The policy must protect Docupal Demo, LLC from any liability arising from ACME-1's use of the property. ACME-1 must also maintain property insurance covering the full replacement value of all buildings and improvements on the property. These policies must name Docupal Demo, LLC as an additional insured. ACME-1 will provide Docupal Demo, LLC with certificates of insurance evidencing these coverages.

Utilities

ACME-1 is solely responsible for all utilities and related charges associated with the property. This includes, but is not limited to, water, sewer, gas, electricity, and telecommunications. ACME-1 will establish and maintain accounts with the appropriate utility providers. ACME-1 is responsible for paying all utility bills directly to the providers. Docupal Demo, LLC will not be responsible for any interruption in utility services.

Transfer, Assignment, and Subletting

Lessee shall not transfer or assign this Lease, or sublet the Premises, or any part thereof, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Any attempted transfer, assignment, or subletting without such consent shall be void and of no effect.



Conditions for Consent

Lessor's consent to a transfer, assignment, or subletting shall be subject to the following conditions:

- The proposed transferee, assignee, or sublessee must be reputable and financially responsible, with a net worth at least equal to that of Lessee at the time of the proposed transfer.
- The proposed use of the Premises by the transferee, assignee, or sublessee must be permitted under this Lease.
- Lessee shall remain liable for all obligations under this Lease, unless expressly released by Lessor in writing.

Prohibited Transfers

Notwithstanding anything to the contrary in this Lease, Lessee shall not transfer, assign, or sublet this Lease to any person or entity that appears on any prohibited list maintained by the U.S. Government. Any such transfer shall be a default under this Lease.

Default and Remedies

Lessee Default

The following events shall constitute a default by ACME-1 (Lessee) under this Ground Lease Agreement:

- Failure to pay any installment of rent or any other sum due under this Lease within thirty (30) days after written notice from Docupal Demo, LLC (Lessor).
- Failure to maintain the insurance coverage as required by this Lease.
- Violation of the restrictions on use of the Premises as outlined in this Lease.
- Any other failure by ACME-1 to perform or observe any material term, covenant, or condition of this Lease, where such failure continues for a period of sixty (60) days after written notice from Docupal Demo, LLC, unless such failure cannot reasonably be cured within sixty (60) days, in which case ACME-1 shall commence cure within said sixty (60) day period and diligently prosecute the same to completion.



Lessor Default

The following event shall constitute a default by Docupal Demo, LLC (Lessor) under this Ground Lease Agreement:

- Failure to provide quiet enjoyment of the Premises to ACME-1, where such failure materially and adversely affects ACME-1's use and operation of the Premises, and such failure continues for a period of sixty (60) days after written notice from ACME-1, unless such failure cannot reasonably be cured within sixty (60) days, in which case Docupal Demo, LLC shall commence cure within said sixty (60) day period and diligently prosecute the same to completion.

Lessor Remedies

Upon the occurrence of any event of default by ACME-1, Docupal Demo, LLC shall have the following remedies, in addition to all other rights and remedies available at law or in equity:

- To terminate this Lease by giving ACME-1 written notice of termination, in which event ACME-1 shall surrender possession of the Premises to Docupal Demo, LLC immediately.
- To re-enter the Premises and take possession thereof, with or without terminating this Lease, and to remove all persons and property from the Premises. Docupal Demo, LLC may, but shall be under no obligation to, relet the Premises for the account of ACME-1 and receive the rent therefor.

Lessee Remedies

Upon the occurrence of any event of default by Docupal Demo, LLC, ACME-1 shall have the following remedies, in addition to all other rights and remedies available at law or in equity:

- The right to cure the default and deduct the reasonable cost thereof from the rent due under this Lease.
- The right to seek injunctive relief to compel performance by Docupal Demo, LLC of its obligations under this Lease.



Termination and Surrender

Termination

This Ground Lease Agreement may be terminated prior to the expiration of the Lease Term under the following conditions:

- **Material Breach:** Either DocuPal Demo, LLC (Lessor) or ACME-1 (Lessee) may terminate this Lease in the event of a material breach by the other party of any of its obligations under this Agreement.
- **Condemnation:** This Lease shall automatically terminate if the Property is condemned or taken by eminent domain to the extent that the remaining Property is unsuitable for ACME-1's continued operation of its business.

Notice of Termination

The party seeking to terminate this Lease due to a material breach must provide the other party with sixty (60) days' prior written notice of such termination. The notice must specify the nature of the breach and the intended date of termination.

Surrender of the Property

Upon the expiration or earlier termination of this Lease, ACME-1 shall surrender the Property to DocuPal Demo, LLC in the following condition:

- **Good Condition:** The Property must be in good condition, reasonable wear and tear excepted.
- **Removal of Personal Property:** ACME-1 shall remove all of its personal property and debris from the Property. Any property remaining on the Property after the termination date may be deemed abandoned and may be disposed of by DocuPal Demo, LLC at ACME-1's expense.

ACME-1's obligations under this section shall survive the expiration or earlier termination of this Lease.



Dispute Resolution

The parties want to resolve any disagreements quickly and cost-effectively. They will use the following procedures to resolve disputes related to this Ground Lease Agreement.

Mediation

If a dispute arises, the parties will first try to settle it through mediation. A neutral mediator will help them reach a mutually agreeable solution. Each party will be responsible for their own costs associated with the mediation. Mediation is required before starting arbitration or litigation.

Arbitration

If mediation fails, the parties agree to submit the dispute to binding arbitration. Arbitration will be conducted according to the rules of the American Arbitration Association. The decision of the arbitrator will be final and binding on both parties. The costs of arbitration, including the arbitrator's fees, will be shared equally by the parties. Arbitration is required before starting litigation.

Litigation

If mediation and arbitration both fail to resolve the dispute, either party may then pursue litigation in a court of competent jurisdiction. The appropriate venue for any litigation will be in the jurisdiction where the property is located. Before starting litigation, the parties must complete mediation and arbitration.

Governing Law and Jurisdiction

This Ground Lease Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware.



Dispute Resolution

Any legal action or proceeding arising out of or relating to this Agreement must be brought in the courts of the State of Delaware. Both Docupal Demo, LLC and ACME-1 irrevocably consent to the jurisdiction of these courts for any such action or proceeding. The parties agree that the venue is proper in Delaware.

Miscellaneous Provisions

This Ground Lease Agreement represents the entire understanding between DocuPal Demo, LLC, as Lessor, and Acme, Inc., as Lessee. It supersedes any prior agreements or discussions, whether oral or written.

Amendments

This agreement can only be changed or amended by a written document. Both Lessor and Lessee must sign this document for it to be valid.

Notices

All notices related to this Ground Lease must be delivered in writing. The parties must send these notices via certified mail, return receipt requested. Notices should be sent to the addresses listed at the beginning of this agreement.

Severability

If a court finds any provision of this Ground Lease to be invalid or unenforceable, the remaining provisions will still be in effect. The parties intend for the remaining provisions to continue as if the invalid part was not included.

Counterparts

This Ground Lease may be executed in several counterparts. Each counterpart has the effect of original single copy. Together, all of the counterparts constitute one and the same instrument.



Signatures and Execution

This Ground Lease Agreement is executed as of the 9th day of August, 2025.

Lessor

Signed: _____

Name: [Name]

Title: Manager, DocuPal Demo, LLC

Lessee

Signed: _____

Name: [Name]

Title: CEO, Acme, Inc.

Notarization

A notary public must acknowledge the signatures of both the Lessor and Lessee.

