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Introduction and Parties

This Real Estate Purchase Agreement (the “Agreement”) is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC (“Seller”) and Acme Inc (“Buyer”).

Parties

Seller

DocuPal Demo, LLC, a company organized and existing under the laws of the United States, with its principal address at 23 Main St, Anytown, CA 90210.

Buyer

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

Purchase Price and Payment Terms

The purchase price for the property is \$[AMOUNT]. ACME-1 will pay this amount to Docupal Demo, LLC according to the following terms.

Deposit

ACME-1 will deliver an earnest money deposit of \$[AMOUNT] within [NUMBER] days of the Effective Date. This deposit will be held in escrow by [Escrow Holder Name] at [Escrow Holder Address].

Payment Schedule

ACME-1 will make payments according to the following schedule:

- \$[AMOUNT] upon execution of this Agreement.
- The remaining balance of the purchase price will be paid at Closing.



Payment Method

All payments must be made by wire transfer to the following account:

- Bank Name: [Bank Name]
- Account Name: [Account Name]
- Account Number: [Account Number]
- Routing Number: [Routing Number]

ACME-1 is responsible for all wire transfer fees.

Contingencies and Conditions

This Agreement is subject to the following contingencies and conditions. If these are not met or waived, Buyer may terminate this Agreement, and the Earnest Money shall be refunded to Buyer as their sole and exclusive remedy.

Financing Contingency

This Agreement depends on Buyer getting a mortgage commitment. The mortgage must be for \$[AMOUNT]. The interest rate must not be more than [PERCENTAGE]%. Buyer must get this commitment within [NUMBER] days from the Effective Date. If Buyer cannot get the mortgage commitment within this time, they must notify Seller in writing. Seller will then have the option to terminate the agreement.

Property Inspection Contingency

Buyer's obligation to purchase the Property depends on a satisfactory property inspection. Buyer will have [NUMBER] days from the Effective Date to complete the inspection. Buyer can hire a qualified inspector of their choice. If the inspection reveals unacceptable conditions, Buyer must provide Seller a written notice of the specific defects and proposed remedies. Seller will then have the option to address the defects or decline to do so. If Seller declines or fails to respond within a reasonable timeframe, Buyer may terminate this Agreement.



Title Review

Buyer has the right to review the title commitment for the Property. Within [NUMBER] days of getting the title commitment, Buyer can object to any title defects. These defects must make the title unmarketable. Seller will then try to fix the defects. If Seller cannot fix the defects in a reasonable time, Buyer can terminate this Agreement.

Appraisal Contingency

The purchase is contingent upon the Property appraising for at least the Purchase Price. The appraisal must be completed by a licensed appraiser. If the appraised value is less than the Purchase Price, Buyer shall notify Seller in writing. Buyer and Seller will then have [NUMBER] days to negotiate. If they cannot agree, Buyer may terminate this Agreement, and the Earnest Money will be refunded to Buyer.

Property Condition and Disclosures

Disclosures

Seller will furnish Buyer with all required disclosures. These include disclosures related to lead-based paint, if applicable to the property. Seller will also disclose any known environmental hazards affecting the property. Furthermore, Seller will disclose any material defects known to Seller.

"As Is" Condition

The Property is sold "as is". This means Buyer accepts the Property in its current condition. Except as otherwise provided in this Agreement, Seller makes no warranties, express or implied, about the Property's condition.

Buyer's Inspection and Right to Request Repairs

Buyer has the right to inspect the Property. This inspection will be conducted at Buyer's expense. If the inspection reveals defects, Buyer may request Seller to make repairs. Seller has the option to:

- Agree to make the necessary repairs.



- Negotiate a credit with Buyer in lieu of repairs.
- Decline to make any repairs.

If Seller declines to make repairs, Buyer may terminate this Agreement. This termination must occur within the timeframe specified in the inspection contingency clause. If Buyer does not terminate the Agreement, Buyer accepts the Property with the noted defects.

Seller's Obligations

Seller will maintain the Property in its current condition until closing. Seller will not cause or allow any further deterioration of the Property. Seller will also ensure that all systems and appliances are in working order at the time of closing, normal wear and tear excepted. Seller will provide access to the property for inspections and appraisals. Seller will cooperate with Buyer in obtaining any necessary permits or approvals.

Earnest Money and Escrow

Earnest Money Deposit

Buyer will deposit with Escrow Agent earnest money in the amount of \$[AMOUNT] (the "Earnest Money"). The Earnest Money will be delivered to Escrow Agent within five (5) business days of the Effective Date.

Escrow Account

The Earnest Money will be held by [ESCROW_AGENT] (the "Escrow Agent") in an escrow account under the terms of this Agreement and the attached Escrow Agreement. The Escrow Agent is authorized to deposit the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be credited as agreed within the Escrow Agreement.

Forfeiture and Refund

If the Buyer defaults under this Agreement, the Seller may be entitled to the Earnest Money as liquidated damages, as agreed within the Escrow Agreement. If any contingencies outlined in this Agreement are not met, the Earnest Money will be



refunded to the Buyer, as agreed within the Escrow Agreement. The disbursement of the Earnest Money will be subject to the terms and conditions outlined in the Escrow Agreement.

Closing and Transfer of Title

Closing Process

The closing of the purchase and sale of the Property will occur on or before a date agreed upon by both parties ("Closing Date"). The closing will take place at a location mutually agreed upon by Buyer and Seller, or in escrow through a title company. Both Buyer and Seller will deposit all necessary documents and funds with the closing agent to facilitate the transaction.

Required Closing Documents

At the closing, Seller will deliver to Buyer the following documents:

- A Warranty Deed conveying marketable title to the Property, free and clear of all liens and encumbrances except as otherwise provided in this Agreement.
- A Bill of Sale transferring ownership of any personal property included in the sale.
- A Closing Statement accurately reflecting all financial aspects of the transaction.
- Other customary documents required to complete the transfer of title.

Buyer will deliver to Seller the Purchase Price, less the Deposit and any adjustments as provided in this Agreement, along with any other documents required to be executed and delivered by Buyer.

Transfer of Title

Title to the Property will be conveyed to Buyer by a Warranty Deed, which will warrant that the Seller has the right to convey the Property and that the Property is free from encumbrances, except as otherwise stated in this Agreement. The title company will record the deed in the official records of the county where the Property is located.



Possession

Possession of the Property will be delivered to Buyer immediately upon the Closing Date and funding of the Purchase Price, unless otherwise agreed in writing by both parties. Seller will deliver the keys and any access codes to Buyer at that time.

Closing Costs and Taxes

Closing Costs Allocation

The parties agree to the following allocation of closing costs:

- **Buyer's Responsibilities:** The Buyer, ACME-1, will be responsible for all recording fees associated with the transfer of the property. The Buyer will also cover their own attorney fees incurred in connection with this transaction.
- **Seller's Responsibilities:** The Seller, Docupal Demo, LLC, will be responsible for the cost of title insurance for the property. The Seller will also cover their own attorney fees.
- **Transfer Taxes:** Transfer taxes related to the sale of the property will be split equally between the Buyer and the Seller.

Proration of Taxes

Real estate taxes will be prorated as of the closing date. The Seller is responsible for taxes up to and including the day prior to the closing date, and the Buyer is responsible for taxes from the closing date forward.

Special Assessments

Any special assessments levied or assessed against the property prior to the closing date will be the sole responsibility of the Seller.



Default and Remedies

Buyer Default

If Buyer fails to perform any of its obligations under this Agreement, Seller may terminate this Agreement. In such event, Seller's sole remedy will be to retain the Deposit as liquidated damages. The Deposit represents a fair estimate of Seller's damages in case of Buyer's default. Seller waives any right to pursue additional damages beyond the Deposit amount.

Seller Default

If Seller fails to perform any of its obligations under this Agreement, Buyer may pursue any available legal or equitable remedies. These remedies include, but are not limited to, specific performance. This means Buyer can seek a court order compelling Seller to sell the Property as agreed. Buyer may also seek monetary damages resulting from Seller's breach.

Limitation on Remedies

Notwithstanding anything else in this Agreement, neither party will be liable for consequential, incidental, or punitive damages. This limitation applies to all claims, losses, costs, or damages, regardless of the cause.

Legal Costs

The prevailing party in any legal action or proceeding related to this Agreement is entitled to recover reasonable attorneys' fees and costs. These costs include, but are not limited to, court costs and expenses of litigation.

Representations and Warranties

Seller's Representations

Docupal Demo, LLC ("Seller") represents and warrants to ACME-1 ("Buyer") as follows:



- **Authority:** Seller has the full right, power, and authority to enter into this Agreement and to sell, convey, and transfer the Property to Buyer.
- **Title:** Seller will convey good and marketable title to the Property, free and clear of all liens, encumbrances, and other exceptions, except as otherwise disclosed in writing.
- **Disclosure:** Seller has disclosed all known material facts concerning the Property, including any defects, environmental hazards, or other conditions that could reasonably affect its value or desirability.
- **Accuracy of Information:** All information provided by Seller in connection with this transaction is true, correct, and complete to the best of Seller's knowledge.

Buyer's Representations

ACME-1 ("Buyer") represents and warrants to Docupal Demo, LLC ("Seller") as follows:

- **Authority:** Buyer has the full right, power, and authority to enter into this Agreement and to purchase the Property.
- **Financial Capacity:** Buyer has the financial capacity to complete the purchase of the Property in accordance with the terms of this Agreement, including obtaining the necessary financing, if applicable.
- **Accuracy of Information:** All information provided by Buyer in connection with this transaction is true, correct, and complete to the best of Buyer's knowledge.

Mutual Representations

Both Seller and Buyer represent and warrant to each other that:

- **No Pending Litigation:** There is no pending or threatened litigation that could adversely affect their ability to perform their obligations under this Agreement.
- **Due Diligence:** Each party has had the opportunity to conduct its own due diligence and investigation of the Property and the other party.
- **Good Faith:** Each party will act in good faith and deal fairly with the other party throughout the course of this transaction.



Dispute Resolution and Governing Law

Dispute Resolution

The parties will attempt to resolve any disputes arising from this Agreement through good-faith negotiation.

Mediation

If negotiation fails, the parties agree to submit the dispute to mediation before resorting to litigation. The parties will mutually select a mediator. The costs of mediation will be shared equally between the parties.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE]. Any legal action or proceeding arising out of or relating to this Agreement shall be brought in the courts of [STATE].

Miscellaneous Provisions

Assignment

Neither party to this Agreement may assign their rights or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment without such consent will be void.

Notices

All notices relating to this Agreement must be in writing. Notices are considered duly delivered when sent by certified mail, return receipt requested, or by email with confirmed receipt, to the addresses listed in this Agreement for each party.



Amendments

This Agreement may only be amended, modified, or supplemented by a written instrument signed by both Seller and Buyer. No oral agreements or representations will be binding on either party.

Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the sale and purchase of the property. It supersedes all prior or contemporaneous discussions, negotiations, understandings, and agreements, whether oral or written.

Signatures and Effective Date

This Real Estate Purchase Agreement becomes effective on the date the last party signs it. By signing below, both the Buyer and Seller agree to all terms and conditions outlined in this agreement.

Execution

DocuPal Demo, LLC, as Seller, and Acme, Inc, as Buyer, have executed this Agreement as of the dates written below.

Seller:

DocuPal Demo, LLC

By: _____

Name:

Title:

Date: _____

Buyer:

Acme, Inc



By: _____

Name:

Title:

Date: _____

Exhibits and Attachments

The following exhibits are attached to and incorporated into this Real Estate Purchase Agreement:

List of Exhibits

- **Exhibit A:** Legal Description of the Property
- **Exhibit B:** Seller's Property Disclosure
- **Exhibit C:** Inspection Reports (if any)
- **Exhibit D:** Deed
- **Exhibit E:** Escrow Instructions
- **Exhibit F:** Bill of Sale for Personal Property (if applicable)

Instructions for Inclusion

Each exhibit must be fully and accurately completed, signed by the appropriate parties (where required), and attached to this Agreement. Any referenced documents, such as inspection reports, must be the most current versions available. The exhibits are an integral part of this Real Estate Purchase Agreement. These attachments provide additional details and clarification regarding the property, its condition, and the terms of sale. The parties acknowledge that they have reviewed and understand the contents of all exhibits. Any inconsistencies between the main body of this Agreement and the exhibits shall be resolved in favor of the main body, unless otherwise explicitly stated in the exhibit.

