

# Table of Contents

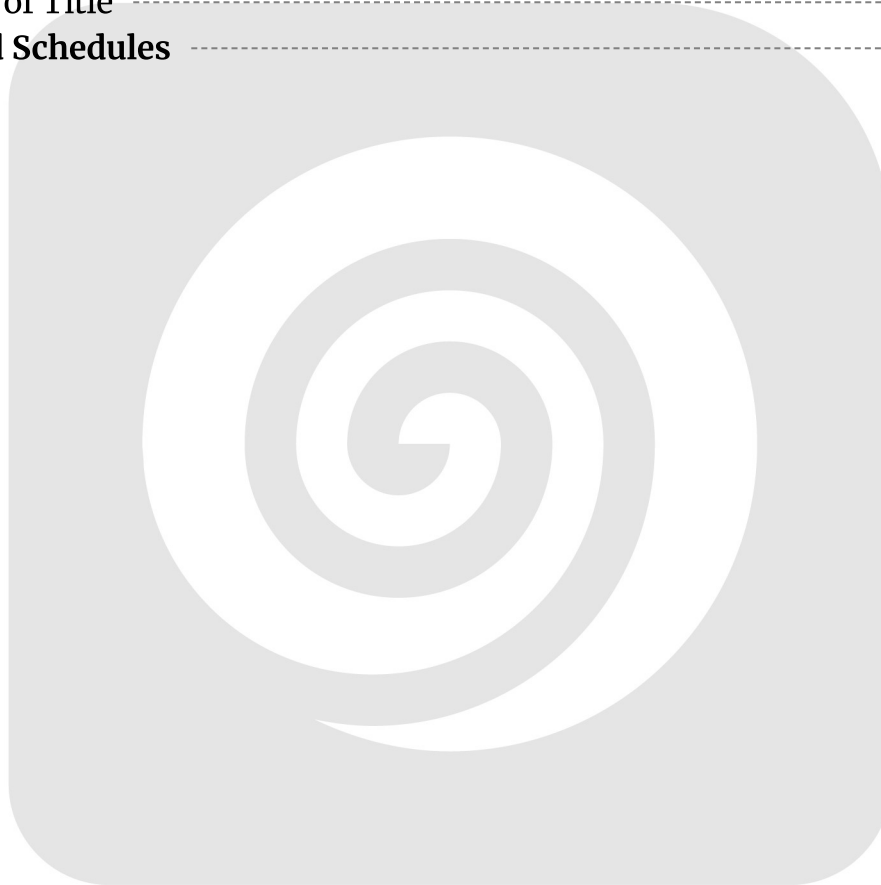
<b>Introduction and Definitions</b>	<b>4</b>
Definitions	4
<b>Grant of Lease Rights</b>	<b>5</b>
Rights Granted	5
Property Subject to Lease	6
Limitations on Rights	6
Use of Leased Premises	6
<b>Term and Duration</b>	<b>7</b>
Primary Term	7
Extension of Term	7
Cessation of Production	7
Conditions for Termination	7
Renewal	8
Surrender	8
<b>Royalty and Payment Provisions</b>	<b>8</b>
Royalty Calculation	8
Payment Terms	9
Measurement and Valuation	10
Overpayment and Underpayment	10
Audit Rights	10
<b>Operations and Development Obligations</b>	<b>10</b>
Drilling and Production Commencement	10
Operational Standards	11
Reporting and Compliance	11
Environmental Protection	12
Plugging and Abandonment	12
<b>Environmental and Safety Requirements</b>	<b>12</b>
Environmental Protection	12
Safety Requirements	13
Liability for Environmental Damage	13
Remediation	14
<b>Title and Ownership Warranty</b>	<b>14</b>
Lessor's Warranty	14



Lessee's Due Diligence .....	15
Indemnification .....	15
Title Failure .....	15
<b>Assignment and Transfer .....</b>	<b>16</b>
Lessee's Right to Assign .....	16
Consent Requirement .....	16
Conditions for Assignees .....	16
Lessor's Rights .....	16
Release of ACME-1 .....	16
Recording of Assignment .....	17
Successors and Assigns .....	17
<b>Default, Remedies, and Termination .....</b>	<b>17</b>
Events of Default .....	17
Notice and Cure Periods .....	17
Lessor's Remedies .....	17
Lessee's Remedies .....	18
Termination .....	18
Effect of Termination .....	18
<b>Force Majeure .....</b>	<b>19</b>
Qualifying Events .....	19
Notice Requirement .....	19
Effect on Lease Obligations .....	20
<b>Indemnification and Liability .....</b>	<b>20</b>
Indemnification by Lessee .....	20
Scope of Indemnity .....	20
Handling of Third-Party Claims .....	20
Insurance .....	21
Environmental Liability .....	21
<b>Governing Law and Dispute Resolution .....</b>	<b>21</b>
Applicable Law .....	21
Dispute Resolution .....	22
<b>Notices .....</b>	<b>22</b>
Method of Delivery .....	22
Addresses for Notice .....	22
Effective Date of Notice .....	23



<b>Miscellaneous Provisions</b>	23
Amendments	23
Severability	23
Entire Agreement	23
Successors and Assigns	24
Counterparts	24
Governing Law	24
Notices	24
Force Majeure	25
Warranty of Title	25
<b>Exhibits and Schedules</b>	25



# Introduction and Definitions

This Oil and Gas Lease Agreement (the "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 an address at 23 Main St, Anytown, CA 90210 ("Lessor"), and Acme, Inc, also known as ACME-1, a business organized and existing under the laws of the United States, with an address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Lessee").

The Lessor desires to lease to the Lessee, and the Lessee desires to lease from the Lessor, certain lands for the purpose of exploring, drilling, and producing oil, gas, and other hydrocarbons, subject to the terms and conditions hereinafter set forth.

## Definitions

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

- **Agreement:** Means this Oil and Gas Lease Agreement, including all exhibits and attachments hereto.
- **Lessee:** Means Acme, Inc, including its successors and assigns.
- **Lessor:** Means DocuPal Demo, LLC, including its successors and assigns.
- **Oil and Gas:** Means crude oil, natural gas, and all other liquid or gaseous hydrocarbons produced from the Premises.
- **Premises:** Shall mean the land described in Exhibit "A" attached hereto, and any other lands pooled or unitized therewith.
- **Lease Term:** This refers to the duration of the lease, as specified in Article [Relevant Article Number].
- **Royalty:** Means the compensation paid to the Lessor by the Lessee for the right to explore, develop, and produce oil and gas from the Premises, as further described in Article [Relevant Article Number].
- **Operating Costs:** Include all reasonable and necessary expenses incurred by the Lessee in connection with the exploration, development, production, and marketing of oil and gas from the Premises.
- **Force Majeure:** An event or circumstance beyond the reasonable control of a party that prevents or delays the performance of its obligations under this Agreement.



- **Unitization:** Combining or pooling of leased acreage with other properties for efficient resource development, typically to meet well spacing requirements or optimize reservoir management.
- **Well:** Any borehole drilled for the purpose of exploring for or producing oil or gas. This includes exploratory wells, development wells, and injection wells.
- **Barrel:** A unit of volume equal to 42 U.S. gallons, used for measuring crude oil and other liquid hydrocarbons.
- **MMBTU:** An abbreviation for one million British thermal units, a standard unit of measuring the heating value of natural gas.
- **Applicable Law:** All applicable laws, statutes, regulations, orders, and rulings of any governmental authority having jurisdiction over the Premises or the operations conducted thereon.
- **USD:** United States Dollar, the base currency for all transactions under this agreement.

## Grant of Lease Rights

Docupal Demo, LLC ("Lessor"), for and in consideration of the mutual covenants and agreements set forth herein, and subject to the limitations and reservations hereinafter stated, does hereby grant, lease, and let exclusively unto ACME-1 ("Lessee"), its successors and assigns, the following rights:

### Rights Granted

The Lessor grants to the Lessee the exclusive right to explore, test, develop, and operate the leased premises for oil, gas, and associated hydrocarbons and substances. These rights include, but are not limited to:

- Exploring for oil and gas using geological, geophysical, and other exploratory methods.
- Drilling wells for the purpose of discovering, producing, and extracting oil and gas.
- Producing, saving, taking, owning, and marketing oil, gas, and other associated substances.
- Constructing, installing, maintaining, and using all facilities and equipment necessary or convenient for the exercise of the rights granted herein, including but not limited to pipelines, tanks, storage facilities, roadways, and power lines.
- The right to inject gas, water, brine, and other fluids into subsurface strata.



## Property Subject to Lease

This lease covers the following described land (the "Leased Premises") located in [Insert Legal Description of Property]:

## Limitations on Rights

The rights granted to the Lessee are subject to the following limitations:

- **Surface Use Restrictions:** The Lessee's surface operations shall be conducted in a manner that minimizes disturbance to existing structures, facilities, and operations on the Leased Premises. The Lessee will consult with the Lessor regarding the location of all proposed surface facilities and will make reasonable efforts to accommodate the Lessor's existing uses.
- **Water Source Protection:** The Lessee shall take all necessary precautions to protect existing water sources on the Leased Premises from pollution or depletion as a result of the Lessee's operations. The Lessee will comply with all applicable environmental laws and regulations relating to water quality and usage.
- **Existing Easements and Rights-of-Way:** This lease is subject to all existing easements, rights-of-way, and other encumbrances of record that affect the Leased Premises. The Lessee shall conduct its operations in a manner that does not unreasonably interfere with the rights of other parties.

## Use of Leased Premises

The Lessee shall have the right to use so much of the surface of the Leased Premises as may be reasonably necessary for the purposes set forth herein, subject to the limitations stated above. This includes the right to:

- Erect and maintain all necessary structures and equipment.
- Construct and maintain roadways and access ways.
- Utilize water from the Leased Premises for drilling and production operations, subject to applicable regulations and the protection of existing water sources.
- Dispose of saltwater and other waste products in accordance with applicable environmental laws and regulations.





# Term and Duration

This oil and gas lease agreement becomes effective as of August 9, 2025.

## Primary Term

The primary term of this lease is five (5) years. This means the lease will remain in effect for five years from the effective date, regardless of whether oil or gas production has commenced.

## Extension of Term

This lease will automatically extend beyond the primary term if oil or gas is produced in paying quantities. "Paying quantities" means production sufficient to yield a return to ACME-1 after covering operating costs. The lease remains in effect as long as such production continues.

## Cessation of Production

If production ceases, ACME-1 has a period of ninety (90) days to resume operations. This includes activities aimed at restoring production or drilling new wells. If operations are not resumed within this 90-day period, the lease will terminate.

## Conditions for Termination

This lease will terminate under the following conditions:

- Expiration of the primary term with no oil or gas production.
- Cessation of production and failure to resume operations within ninety (90) days.
- Abandonment of the lease by ACME-1. Abandonment is defined as the clear and unequivocal intent of ACME-1 to relinquish all rights under this lease.
- Failure by ACME-1 to comply with the material terms and conditions of this lease, subject to any applicable notice and cure periods. Docupal Demo, LLC must provide written notice of the breach, and ACME-1 must fail to remedy the breach within the specified timeframe.
- Voluntary surrender of the lease by ACME-1, with written notice to Docupal Demo, LLC.



## Renewal

There are no automatic renewal options beyond the extension provided by continuous production. Any renewal beyond continuous production requires a new lease agreement negotiated between Docupal Demo, LLC and ACME-1.

## Surrender

ACME-1 has the right to surrender this lease at any time by providing written notice to Docupal Demo, LLC. The surrender will become effective on the date specified in the notice. Surrender does not relieve ACME-1 of any obligations that accrued before the surrender date, including plugging and abandonment responsibilities for existing wells.

# Royalty and Payment Provisions

DocuPal Demo, LLC, as Lessor, will receive royalties based on the production of oil and gas from the leased premises. These royalties are a share of the value of production, free of the costs of production. Acme, Inc, as Lessee, will calculate and pay these royalties according to the terms below.

## Royalty Calculation

The royalty rate is set at 1/8th of the value of all oil and gas produced and sold from the leased property. This means that for every unit of oil or gas sold, the Lessor will receive the monetary equivalent of 1/8th of the gross proceeds.

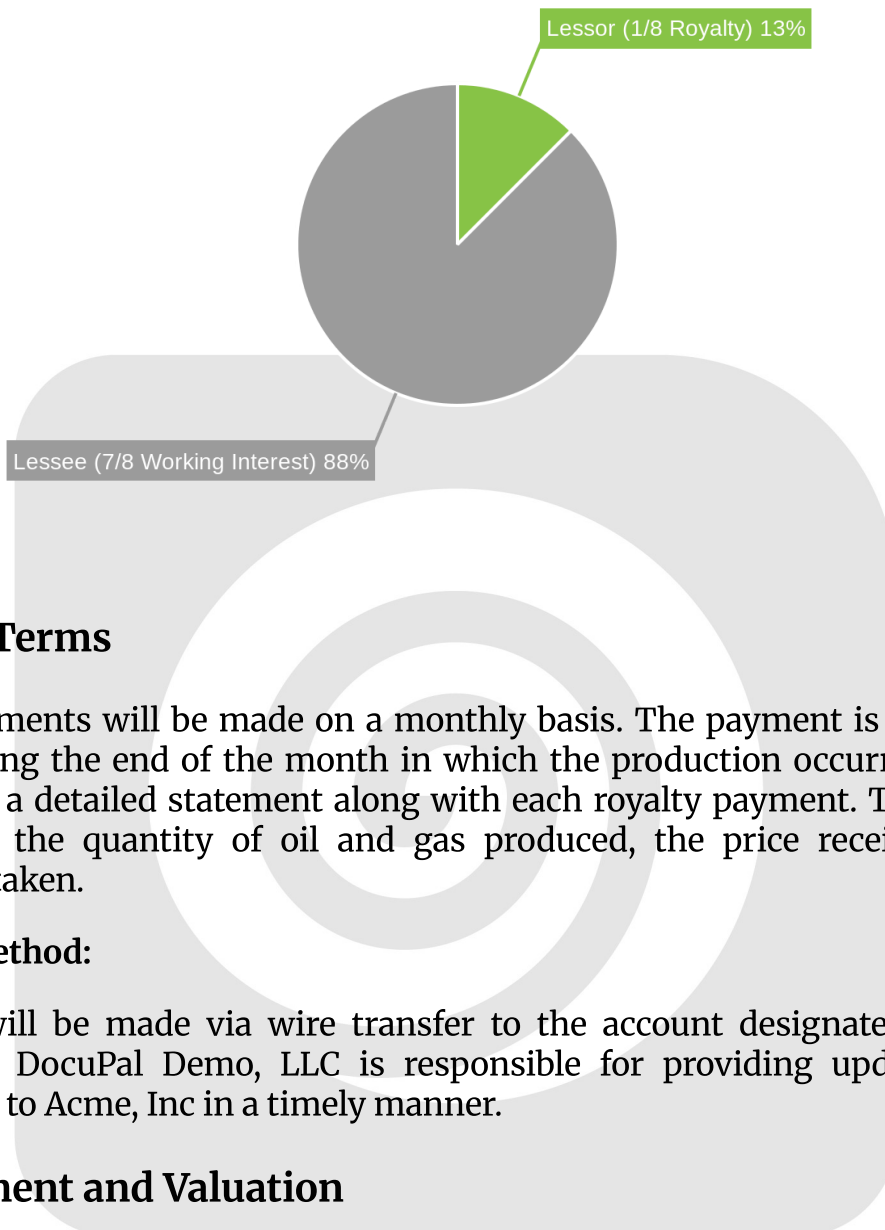
### Example Calculation:

If Acme, Inc sells \$80,000 worth of oil in a month, the royalty due to DocuPal Demo, LLC would be calculated as follows:

$$\text{Royalty} = (1/8) * \$80,000 = \$10,000$$







## Payment Terms

Royalty payments will be made on a monthly basis. The payment is due sixty (60) days following the end of the month in which the production occurred. Acme, Inc will provide a detailed statement along with each royalty payment. This statement will outline the quantity of oil and gas produced, the price received, and any deductions taken.

### Payment Method:

Payments will be made via wire transfer to the account designated by DocuPal Demo, LLC. DocuPal Demo, LLC is responsible for providing updated banking information to Acme, Inc in a timely manner.

## Measurement and Valuation

The value of oil and gas used for royalty calculation will be based on the actual price received by Acme, Inc in an arm's length transaction. If Acme, Inc sells the oil or gas to an affiliate, the royalty will be based on the prevailing market price for similar oil or gas in the same geographic area.



Acme, Inc will measure the quantity of oil and gas using industry standard practices. These measurements will be subject to verification by DocuPal Demo, LLC, upon reasonable notice.

## Overpayment and Underpayment

In the event of an overpayment, Acme, Inc has the right to deduct the overpayment from future royalty payments. If an underpayment occurs, Acme, Inc will promptly remit the outstanding balance to DocuPal Demo, LLC along with the next scheduled royalty payment. Interest will accrue on underpayments at a rate of five percent (5%) per annum.

## Audit Rights

DocuPal Demo, LLC has the right to audit Acme, Inc's records related to the production and sale of oil and gas from the leased premises. This audit can be performed no more than once per year and must be conducted at DocuPal Demo, LLC's expense. DocuPal Demo, LLC must provide Acme, Inc with at least thirty (30) days written notice prior to conducting an audit. The audit must be performed by a qualified independent auditor.

# Operations and Development Obligations

ACME-1, as Lessee, is obligated to conduct all operations on the leased premises in a good and workmanlike manner, adhering to reasonable and prudent industry practices. All operations must also comply with all applicable laws, rules, and regulations, whether federal, state, or local.

## Drilling and Production Commencement

ACME-1 must commence drilling operations on the leased premises within one (1) year from the effective date of this Lease Agreement. Commencement requires actual drilling, not merely preparatory work. If drilling does not commence within this period, this lease will terminate unless ACME-1 has secured an extension. An extension can be secured by paying an extension fee as detailed in [relevant section number] of this agreement.



If drilling operations are successful, ACME-1 must begin production of oil and gas from the well(s) as soon as reasonably practicable. ACME-1 must maintain continuous production, subject to reasonable downtime for maintenance, repairs, or circumstances beyond its control such as governmental regulations or orders.

## Operational Standards

ACME-1 will perform all work and operations in a safe, efficient, and cost-effective manner. This includes, but is not limited to:

- Using modern equipment and technology
- Employing qualified personnel
- Implementing appropriate safety measures
- Preventing waste of oil and gas

ACME-1 is responsible for securing all necessary permits and licenses required for its operations on the leased premises. This includes permits for drilling, production, transportation, and disposal of waste products. ACME-1 will maintain these permits in good standing throughout the term of this Lease Agreement.

## Reporting and Compliance

ACME-1 will provide Docupal Demo, LLC with monthly production reports. These reports must detail the quantity of oil and gas produced from each well on the leased premises. The reports must be submitted no later than thirty (30) days following the end of each month.

In addition to monthly production reports, ACME-1 will submit annual compliance reports to Docupal Demo, LLC. These reports must detail ACME-1's compliance with all applicable laws, rules, and regulations, including environmental regulations. The annual compliance reports must be submitted no later than ninety (90) days following the end of each calendar year.

ACME-1 must maintain accurate records of all its operations on the leased premises. This includes records of drilling, production, sales, and expenses. Docupal Demo, LLC has the right to inspect these records at any reasonable time, provided Docupal Demo, LLC gives ACME-1 reasonable notice.



## Environmental Protection

ACME-1 must conduct all operations in an environmentally sound manner. This includes taking measures to prevent pollution of the land, air, and water. ACME-1 must comply with all applicable environmental laws, rules, and regulations.

ACME-1 is responsible for cleaning up any spills or leaks that occur as a result of its operations. This includes restoring the land to its original condition, as reasonably practicable.

ACME-1 will conduct regular inspections of its facilities to identify and address any potential environmental hazards. ACME-1 will maintain an emergency response plan to address any spills, leaks, or other environmental incidents.

## Plugging and Abandonment

Upon the termination of this Lease Agreement, or when a well is no longer capable of producing oil or gas in paying quantities, ACME-1 must properly plug and abandon the well in accordance with all applicable laws, rules, and regulations. ACME-1 is responsible for restoring the surface of the land to its original condition, as reasonably practicable.

# Environmental and Safety Requirements

ACME-1, as Lessee, must comply with all applicable federal and state environmental regulations during all operations on the leased premises. These regulations include, but are not limited to, the Clean Water Act and the Clean Air Act. ACME-1 is responsible for preventing pollution and minimizing environmental impact.

## Environmental Protection

ACME-1 will implement and maintain measures to protect the environment. These measures include:

- Implementing spill prevention and control plans.
- Properly managing and disposing of waste materials.
- Controlling erosion and sedimentation.
- Protecting air and water quality.
- Minimizing noise pollution.



- Protecting wildlife and their habitats.

ACME-1 will conduct regular inspections to ensure compliance with environmental regulations and its own environmental protection plans. Docupal Demo, LLC has the right to inspect ACME-1's operations to verify compliance.

## Safety Requirements

ACME-1 will conduct all operations in a safe and workmanlike manner, complying with all applicable safety laws and regulations. This includes providing a safe working environment for all personnel and taking precautions to prevent accidents and injuries.

ACME-1 will:

- Implement and maintain a comprehensive safety program.
- Provide safety training to all employees.
- Use appropriate safety equipment.
- Conduct regular safety inspections.
- Report all accidents and incidents promptly.

## Liability for Environmental Damage

ACME-1 is fully liable for any environmental damage resulting from its operations on the leased premises. This includes, but is not limited to, spills, leaks, contamination of soil or water, and damage to vegetation or wildlife.

ACME-1 will indemnify and hold Docupal Demo, LLC harmless from any and all claims, losses, damages, liabilities, costs, and expenses arising out of or relating to any environmental damage caused by ACME-1's operations.

## Remediation

Upon the termination of this lease, ACME-1 will be responsible for all necessary remediation measures to restore the leased premises to its original condition, or as otherwise required by applicable law.

These remediation measures include:

- Removing all equipment, facilities, and personal property from the leased premises.



- Plugging and abandoning all wells in accordance with applicable regulations.
- Restoring the surface of the land, including re-vegetation.
- Remediating any soil or water contamination.
- Properly disposing of all waste materials.

ACME-1 will submit a remediation plan to Docupal Demo, LLC for approval prior to commencing any remediation activities. Docupal Demo, LLC's approval will not be unreasonably withheld. ACME-1 will conduct the remediation in a timely and workmanlike manner.

## Title and Ownership Warranty

Docupal Demo, LLC, as Lessor, warrants that it has good and defensible title to the leased premises. This warranty extends to the oil, gas, and other minerals covered by this Oil and Gas Lease Agreement.

### Lessor's Warranty

Lessor represents and warrants that it has the right and authority to enter into this Lease. Lessor also warrants that the leased premises are free and clear from all liens, encumbrances, and adverse claims. This warranty is made to the best of Lessor's knowledge and belief.

### Limitation of Warranty

It is understood that Lessor's warranty is a general warranty. It is not a special warranty against all defects, known or unknown. Should any defect in title arise, Lessor's liability shall be limited to the defense of title. Lessor is not liable for consequential or incidental damages.

### Lessee's Due Diligence

ACME-1, as Lessee, acknowledges that it has the right to conduct its own title examination. Lessee may, at its own expense, obtain title insurance or other forms of title assurance. Lessor will cooperate with Lessee in providing necessary documentation for title examination.





## Indemnification

ACME-1 shall indemnify, defend, and hold harmless Docupal Demo, LLC, its officers, employees, and agents, from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from ACME-1's operations on the leased premises. This indemnification includes, but is not limited to, claims related to:

- Property damage
- Personal injury
- Environmental damage
- Breach of contract
- Violation of law or regulation

This indemnification obligation shall survive the termination of this Lease. However, ACME-1 is not required to indemnify Docupal Demo, LLC for claims arising from Docupal Demo, LLC's own negligence or willful misconduct.

## Title Failure

If Lessor's title to the leased premises fails, in whole or in part, the royalties and other payments due to Lessor shall be reduced proportionately. Lessee shall have the right to recover any amounts previously paid to Lessor that are attributable to the interest to which title failed. This provision does not relieve Lessee of its obligation to conduct prudent operations on the leased premises.

# Assignment and Transfer

## Lessee's Right to Assign

ACME-1, as Lessee, has the right to assign this lease, or any portion thereof. This right extends to subleasing or otherwise transferring its interest in the leased premises.

## Consent Requirement

ACME-1 may not assign or transfer this lease without the prior written consent of Docupal Demo, LLC, as Lessor. Lessor's consent to an assignment will not be unreasonably withheld.



## Conditions for Assignees

Any assignee of this lease must assume all obligations of the original lessee, ACME-1. This assumption of obligations must be documented in writing and provided to Docupal Demo, LLC. The assignee must agree to be bound by all terms and conditions of this Oil and Gas Lease Agreement. The failure of any assignee to assume these obligations will render the assignment invalid.

## Lessor's Rights

Docupal Demo, LLC retains the right to assign its interests in the leased premises. In the event of such assignment, ACME-1 will be notified in writing of the new Lessor's identity and contact information. The new Lessor will be subject to all terms and conditions of this lease. Any change in ownership of the leased premises will not affect the validity of this lease.

## Release of ACME-1

No assignment or transfer by ACME-1, even with the consent of Docupal Demo, LLC, will relieve ACME-1 of its obligations under this lease unless Docupal Demo, LLC expressly releases ACME-1 in writing. ACME-1 will remain secondarily liable for the performance of all covenants and conditions of this lease, even after an assignment, unless specifically released.

## Recording of Assignment

Any assignment of this lease must be recorded in the appropriate county records. ACME-1 is responsible for ensuring that any assignment is properly recorded. Failure to record an assignment may affect the validity of the transfer. A copy of the recorded assignment must be furnished to Docupal Demo, LLC within thirty (30) days of recording.

## Successors and Assigns

The terms, conditions, and covenants of this lease extend to and bind the successors and assigns of both Docupal Demo, LLC and ACME-1. This ensures that the lease remains effective regardless of changes in ownership or control.



# Default, Remedies, and Termination

## Events of Default

The following events shall constitute a default under this Lease:

- Failure by Lessee to pay royalties due to Lessor as and when required under this Lease.
- Failure by either party to comply with all applicable environmental laws, rules, and regulations.
- Abandonment of the Lease by Lessee.

## Notice and Cure Periods

Upon the occurrence of an event of default, the non-defaulting party shall provide written notice to the defaulting party, specifying the nature of the default. The defaulting party shall have thirty (30) days from the receipt of such notice to cure the default. If the default is not cured within the thirty (30) day period, the non-defaulting party may pursue the remedies outlined below.

## Lessor's Remedies

In the event Lessee fails to cure a default within the specified cure period, Lessor shall have the following remedies available:

- **Termination:** Lessor may terminate this Lease by providing written notice to Lessee. Upon termination, all rights granted to Lessee under this Lease shall cease, except for Lessee's obligation to plug and abandon wells as required by applicable law and to restore the surface of the Leased Premises to a condition reasonably satisfactory to Lessor.
- **Legal and Equitable Relief:** Lessor may pursue any and all legal and equitable remedies available under applicable law, including, but not limited to, an action for damages, specific performance, or injunctive relief.

## Lessee's Remedies

In the event Lessor fails to cure a default within the specified cure period, Lessee shall have the following remedies available:



- **Damages:** Lessee may seek monetary damages for any losses or expenses incurred as a result of Lessor's default.
- **Legal and Equitable Relief:** Lessee may pursue any and all legal and equitable remedies available under applicable law, including, but not limited to, an action for specific performance or injunctive relief.

## Termination

This Lease shall terminate upon the occurrence of any of the following events:

- The expiration of the primary term, as set forth in Section [*Insert Section Number for Primary Term*], if oil and gas are not being produced from the Leased Premises in paying quantities.
- The cessation of oil and gas production from the Leased Premises for a continuous period of one hundred eighty (180) days, unless Lessee commences reworking or additional drilling operations within such period.
- The surrender of this Lease by Lessee, as provided in Section [*Insert Section Number for Surrender*].
- Termination by Lessor due to Lessee's default, as described above.

## Effect of Termination

Upon termination of this Lease for any reason, Lessee shall:

- Plug and abandon all wells located on the Leased Premises in accordance with applicable laws and regulations.
- Restore the surface of the Leased Premises to a condition reasonably satisfactory to Lessor, including the removal of all equipment and personal property.
- Provide Lessor with all well records, geological data, and other information relating to the Leased Premises.

The termination of this Lease shall not relieve either party of any obligations that accrued prior to the date of termination.

## Force Majeure

This lease agreement outlines conditions excusing performance delays due to unforeseeable events.



## Qualifying Events

"Force Majeure" means any event beyond the reasonable control of the Lessor or Lessee. This includes, but isn't limited to:

- Acts of God
- War
- Strikes
- Governmental regulations or actions.

## Notice Requirement

If either party is unable to perform its obligations under this lease due to an event of Force Majeure, the affected party must provide written notice to the other party. This notice must detail:

- The nature of the event
- The anticipated duration
- The specific obligations impacted.

## Effect on Lease Obligations

The obligations of the affected party, to the extent affected by the Force Majeure event, will be suspended during the continuation of the Force Majeure event. The lease term will be extended by a period equal to the duration of the suspension. The party experiencing the Force Majeure event will exercise reasonable diligence to remove or overcome the event. However, this provision doesn't require a party to settle any strike or labor dispute.

If the Force Majeure event continues for more than 180 days, the parties will consult to determine if the lease should be terminated or renegotiated.

# Indemnification and Liability

## Indemnification by Lessee

ACME-1 will protect Docupal Demo, LLC from any and all claims. These claims must arise from ACME-1's operations on the leased property. ACME-1 agrees to indemnify, defend, and hold harmless Docupal Demo, LLC. This includes its officers, directors,



employees, agents, and contractors. This protection covers all losses, damages, costs, expenses, and liabilities. These may include attorney's fees and court costs. The claims must be connected with ACME-1's activities. These activities include exploration, drilling, production, and related operations.

## Scope of Indemnity

The indemnity extends to any claim. This includes claims for personal injury, death, or property damage. It also covers environmental damage or pollution. The indemnity applies regardless of whether the claim is caused by ACME-1. It applies even if the claim is caused by ACME-1's employees, contractors, or agents. This indemnity will not apply to claims caused by the gross negligence or willful misconduct of Docupal Demo, LLC.

## Handling of Third-Party Claims

ACME-1 will manage all third-party claims related to its operations. ACME-1 must promptly notify Docupal Demo, LLC of any such claims. ACME-1 has the sole right to control the defense and settlement of these claims. ACME-1 will keep Docupal Demo, LLC informed about the progress of any claim. Docupal Demo, LLC has the right to participate in the defense of any claim. This participation is at its own expense. ACME-1 will not settle any claim without Docupal Demo, LLC's prior written consent. This consent will not be unreasonably withheld.

## Insurance

ACME-1 must maintain insurance coverage. This coverage must be adequate to meet its indemnification obligations. ACME-1 must provide Docupal Demo, LLC with proof of such insurance. This proof must be provided upon request. The insurance policies must name Docupal Demo, LLC as an additional insured. This ensures coverage for claims arising from ACME-1's operations.

## Environmental Liability

ACME-1 assumes all responsibility for environmental liabilities. These liabilities must arise from its operations. This includes the cleanup of any pollution. It also includes the remediation of environmental damage. ACME-1 will comply with all environmental laws and regulations. ACME-1 will indemnify Docupal Demo, LLC against any environmental claims.





# Governing Law and Dispute Resolution

This Oil and Gas Lease Agreement will be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of laws principles.

## Applicable Law

The laws of the State of [State] shall govern the interpretation, validity, performance, and enforcement of this Lease. This includes, but is not limited to, statutes and regulations relating to oil and gas leases, property rights, environmental protection, and contractual obligations. Any provision herein that is found to be inconsistent with or in violation of any applicable law shall be deemed modified to conform to such law. If such modification is not possible, the conflicting provision shall be deemed void and of no effect, without invalidating the remaining provisions of this Lease.

## Dispute Resolution

Any controversy or claim arising out of or relating to this Lease, or the breach thereof, shall be resolved through litigation in the state or federal courts located in [State]. Each party submits to the personal jurisdiction of such courts for the purposes of any such litigation. Prior to initiating any litigation, the parties agree to make a good faith effort to resolve the dispute through direct negotiation. Written notice of the dispute must be provided by the complaining party to the other party, outlining the specific issues in dispute and the relief sought. The parties shall then have a period of thirty (30) days from the date of such notice to attempt to resolve the dispute through negotiation.

Should negotiation fail to produce a resolution within the thirty (30) day period, either party may then pursue litigation. The prevailing party in any such litigation shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with the litigation, in addition to any other relief awarded by the court. Both Docupal Demo, LLC and Acme, Inc acknowledge that this clause constitutes a waiver of any right to arbitrate any dispute arising under this Lease. Each party has freely and knowingly entered into this waiver.



# Notices

All notices related to this Oil and Gas Lease Agreement must be in writing.

## Method of Delivery

We will deliver all notices by certified mail. We require a return receipt for confirmation.

## Addresses for Notice

### If to Lessor:

Docupal Demo, LLC 23 Main St Anytown, CA 90210 United States

### If to Lessee:

Acme, Inc 3751 Illinois Avenue Wilsonville, Oregon 97070 USA

Either party may change its address for notification. The party must provide written notice to the other party. We will deliver this notice as described in this section.

## Effective Date of Notice

A notice is effective five (5) days after mailing. This applies as evidenced by the certified mail return receipt.

# Miscellaneous Provisions

This section covers various standard provisions that clarify and govern the overall operation and interpretation of this lease agreement.

## Amendments

This lease can only be amended or modified by a written agreement. Both Lessor and Lessee must sign this agreement.



## Severability

If a court of competent jurisdiction deems any provision of this lease unenforceable, all other provisions remain in full force and effect. The parties intend for the remaining provisions to be interpreted in a way that reflects the original intent as closely as possible.

## Entire Agreement

This lease agreement represents the entire agreement between Lessor and Lessee. It supersedes all prior negotiations, representations, and understandings. These apply to the subject matter of this lease.

## Successors and Assigns

This lease agreement binds and benefits the parties, their respective heirs, successors, and assigns.

## Assignment by Lessee

Lessee can assign its rights under this lease. However, no assignment relieves Lessee of its obligations unless Lessor provides written consent. Lessor's consent will not be unreasonably withheld. Lessee must notify Lessor of any assignment.

## Change of Ownership by Lessor

If Lessor transfers its interest in the leased premises, Lessor must notify Lessee in writing. The new owner will be subject to the terms and conditions of this lease. Payments can continue to the previous address until Lessee receives notification, including documentation of the transfer.

## Counterparts

This lease may be executed in counterparts, each of which is deemed an original. Together, all counterparts constitute one and the same instrument. Parties can exchange executed copies of this lease electronically, and these are treated as originals.



## Governing Law

The laws of the State where the leased premises are located govern the interpretation and enforcement of this lease.

## Notices

All notices relating to this lease must be in writing. Notices are considered duly delivered when sent by certified mail, return receipt requested, or by a nationally recognized overnight courier service, to the addresses specified in this lease. Parties can change their notification address by providing written notice to the other party.

## Force Majeure

Neither party is liable for failure to perform its obligations under this lease. This applies when failure results from causes beyond the party's reasonable control. These causes may include acts of God, war, riots, strikes, or compliance with government regulations. The affected party must promptly notify the other party of the force majeure event. The time for performance is extended by the period of the delay.

## Warranty of Title

Lessor warrants that it has the right and authority to enter into this lease. Lessor also warrants that Lessee will enjoy quiet enjoyment of the leased premises. Should any title defect arise, Lessor will cooperate with Lessee to cure the defect. Lessor's liability under this warranty is limited to the return of any bonus payments or rentals paid by Lessee.

## Exhibits and Schedules

The following Exhibits and Schedules are attached to and incorporated into this Oil and Gas Lease Agreement:

- **Exhibit A:** Land Description. This exhibit provides a full legal description of the leased premises.
- **Exhibit B:** Royalty Payment Schedule. This exhibit details the royalty rates and payment terms applicable to oil and gas production from the leased premises.



- **Exhibit C:** Form of Assignment. This exhibit outlines the standard format to be used for any assignment of interest under this Lease.
- **Exhibit D:** Environmental Compliance Plan. This exhibit describes the plan for compliance with environmental regulations during operations.
- **Exhibit E:** Well Location Plat. This exhibit illustrates the permitted locations for initial and subsequent wells.
- **Exhibit F:** Insurance Requirements. This exhibit lists the insurance types and coverage amounts Lessee must maintain.
- **Exhibit G:** Plugging and Abandonment Plan. This exhibit details the procedure for well plugging and site restoration upon lease expiration or termination.
- **Exhibit H:** Surface Use Agreement. This exhibit specifies restrictions on surface activities to protect existing land uses.

