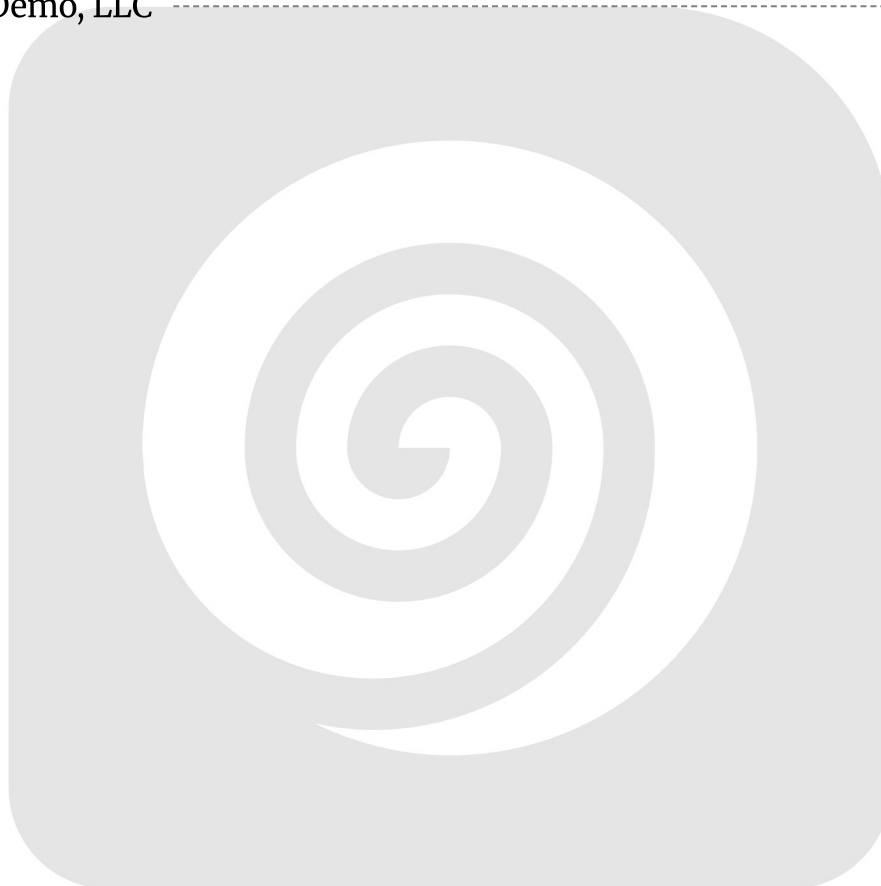


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Introduction and Purpose

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

Purpose of Agreement

The purpose of this Agreement is to define the rights, responsibilities, and obligations of DocuPal and ACME-1 with respect to their co-ownership of the commercial real estate property located at 123 Main Street, Anytown, USA. This Agreement outlines the terms and conditions governing the co-ownership, including but not limited to ownership percentages, financial contributions, management responsibilities, decision-making processes, transfer restrictions, and dispute resolution methods.

Definitions and Interpretations

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

- **Co-ownership** means the joint ownership of the Property by DocuPal Demo, LLC and ACME-1 as tenants in common, each holding an undivided percentage interest as specified in this Agreement.
- **Fair Market Value** means the price at which the Property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts.
- **Operating Expenses** include all costs associated with the day-to-day operation, maintenance, and repair of the Property, as detailed in the budget approved by both parties.



- **Capital Improvements** refer to any modifications, alterations, or additions to the Property that materially increase its value or useful life.
- **Transfer Restriction** refers to limitations on each party's ability to sell, assign, or otherwise transfer their ownership interest in the Property, as outlined in this Agreement.

Interpretation

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any ambiguity in the interpretation of this Agreement will be resolved by reference to the intent of both DocuPal Demo, LLC and ACME-1, in a reasonable manner.

Ownership Interests and Shares

DocuPal Demo, LLC and Acme, Inc will co-own the commercial property. The ownership is divided based on the contributions made by each party. There are no differing classes of ownership or rights assigned.

Ownership Percentages

DocuPal Demo, LLC holds a sixty percent (60%) ownership share. Acme, Inc holds a forty percent (40%) ownership share.

Capital Contributions

The ownership percentages reflect the capital contributions of each party. DocuPal Demo, LLC contributed \$600,000 (USD). Acme, Inc contributed \$400,000 (USD). These contributions establish the foundation for the ownership distribution outlined in this agreement.

Use and Management of Property or Asset

DocuPal Demo, LLC will manage the commercial property. This includes day-to-day operations and maintenance.



Permitted Uses and Restrictions

The property can be used for commercial rentals. Storing hazardous materials is not allowed. ACME-1 must adhere to these use restrictions.

Decision-Making Process

Decisions about the property's use will be made by a majority vote. Each co-owner's vote is based on their ownership percentage. This ensures fair representation in property management decisions. DocuPal Demo, LLC, as the property manager, will implement these decisions. Both parties will receive notice of any decision to be voted upon no less than two weeks prior to the vote. The notice must be delivered in writing to the addresses provided in this agreement. The written notice must provide a detailed description of the matter being voted upon.

Financial Contributions and Expense Sharing

ACME-1 and Docupal Demo, LLC will share all financial responsibilities related to the co-owned property. Each party's contribution will align with their ownership percentage as defined in this agreement.

Shared Expenses

Covered expenses include, but are not limited to:

- Property taxes
- Insurance premiums
- Routine maintenance costs
- Necessary repairs
- Utilities

Calculation of Financial Responsibility

Each co-owner's financial responsibility for the aforementioned expenses will be directly proportional to their ownership percentage. For example, if ACME-1 owns 60% of the property, they will be responsible for 60% of all covered expenses.



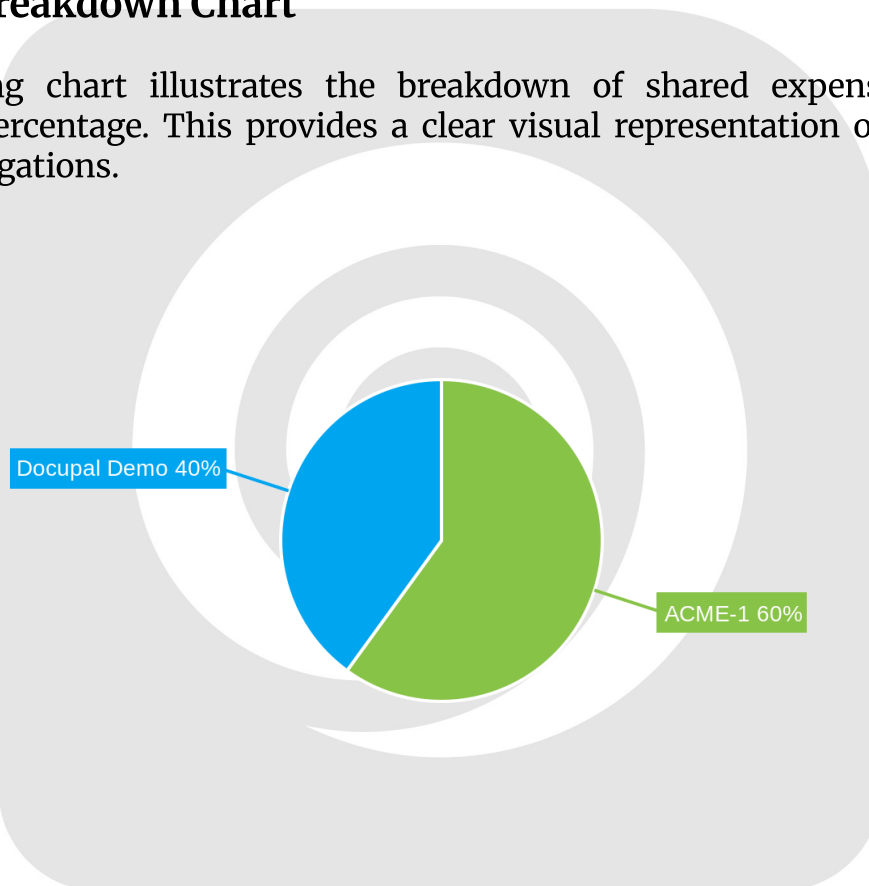
Docupal Demo, LLC, owning the remaining 40%, will cover the remaining 40% of expenses.

Unexpected Expenses

Unforeseen or extraordinary expenses may arise. In such cases, all co-owners are required to contribute funds based on their ownership percentage. ACME-1 and Docupal Demo, LLC will discuss and agree upon the necessity and scope of such expenses before incurring them.

Expense Breakdown Chart

The following chart illustrates the breakdown of shared expenses based on ownership percentage. This provides a clear visual representation of each party's financial obligations.



Transfer of Ownership Interests

General Conditions

No co-owner may sell, assign, or otherwise transfer their ownership interest in the Property without the prior written consent of the other co-owner, DocuPal Demo, LLC. This restriction applies to any type of transfer, whether voluntary or involuntary, including but not limited to sales, gifts, or transfers resulting from operation of law.

Right of First Refusal

Before a co-owner may transfer their interest to a third party, they must first offer to sell their interest to the other co-owner, ACME-1. The selling co-owner must provide written notice to the other co-owner stating the terms and conditions of the proposed transfer, including the price, method of payment, and identity of the proposed transferee. The other co-owner will have thirty (30) days from the date of the notice to accept or reject the offer. If the offer is accepted, the closing must occur within sixty (60) days of acceptance, unless otherwise agreed. If the offer is rejected, the selling co-owner is free to transfer their interest to the proposed transferee on the same terms and conditions stated in the notice.

Valuation

The fair market value of the ownership interest will be determined by an independent appraiser mutually agreed upon by both co-owners. The cost of the appraisal will be shared equally by both co-owners. The valuation will consider the market conditions, the property's condition, and any other relevant factors.

Dispute Resolution

The parties want to resolve disputes efficiently and amicably. This section outlines the process if a disagreement arises related to this agreement.



Initial Dispute Resolution

The parties will first try to resolve any dispute through good-faith negotiation. A party must provide written notice to the other party, clearly outlining the issue. The parties will then meet and confer to try to reach a resolution.

Mediation

If negotiation fails, the parties agree to submit the dispute to mediation. The mediation will be administered by the American Arbitration Association. Both parties will share the costs of mediation equally.

Arbitration

If mediation is unsuccessful, the dispute will be settled by binding arbitration. The arbitration will be conducted by the American Arbitration Association. The arbitrator's decision will be final and binding on both parties. Each party will bear its own legal fees and costs associated with the arbitration.

Termination and Buyout Provisions

This agreement will end if both DocuPal Demo, LLC and ACME-1 agree to terminate it. The agreement also ends automatically if the co-owned property is sold.

Buyout Option

Either co-owner can choose to exit this agreement by offering to sell their ownership share. The selling co-owner must first offer their share to the other co-owner. The sale price will be the Fair Market Value of the ownership share.

Determining Fair Market Value

To determine Fair Market Value, both co-owners will agree on a qualified appraiser. The appraiser will determine the Fair Market Value of the property. This appraised value will be used for the buyout or sale.



Representations and Warranties

Authority

DocuPal Demo, LLC, a company organized and existing under the laws of United States, represents and warrants that it has the full right, power, and authority to enter into this Co-Ownership Agreement and to perform its obligations hereunder. ACME-1, a business entity organized and existing under the laws of United States, similarly represents and warrants that it possesses the full right, power, and authority to enter into this Co-Ownership Agreement and to perform its obligations hereunder.

Ownership

Each Co-Owner represents and warrants to the other that the execution, delivery, and performance of this Agreement have been duly authorized. Each also declares that this Agreement constitutes a legal, valid, and binding obligation, enforceable against each of them in accordance with its terms. Furthermore, each Co-Owner represents that they have the unrestricted right to co-own the asset as outlined in this agreement.

Confidentiality

DocuPal Demo, LLC and ACME-1 agree to keep all information confidential. This includes financial details, business plans, and any proprietary information shared between them. Both parties will protect this information.

Exclusions

Information already available to the public is not subject to these confidentiality obligations. If data is in the public domain, it is not considered confidential under this agreement.



Governing Law and Jurisdiction

This Co-Ownership Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States. This applies without regard to its conflict of laws principles.

Dispute Resolution

Any legal suit, action, or proceeding arising out of or relating to this Agreement will be instituted in the federal or state courts located in Wilmington, Delaware. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties agree that the venue is proper in Wilmington, Delaware.

Miscellaneous Provisions

Amendments

This Agreement may be amended only by a written instrument signed by both Docupal Demo, LLC and ACME-1. No modification or waiver of any provision shall be effective unless in writing and signed by both parties.

Notices

All notices relating to this Agreement must be delivered by certified mail, return receipt requested, to the addresses specified in this Agreement, or to such other address as either party may designate in writing to the other.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid provision that achieves substantially the same economic effect.



Signatures and Execution

This Co-Ownership Agreement shall become effective as of the date of the last signature below.

Signatures

DocuPal Demo, LLC

By: _____

Name: John Smith

Title:

Date: _____

Acme, Inc

By: _____

Name: Jane Doe

Title:

Date: _____

Witnesses

	DocuPal Demo, LLC	Acme, Inc
Signature of Witness	_____	_____
Printed Name	_____	_____
Date	_____	_____

Notary Acknowledgment

DocuPal Demo, LLC

State of: _____



County of: _____

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Smith, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

Acme, Inc

State of: _____

County of: _____

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jane Doe, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

About Us

This Co-Ownership Agreement is made between DocuPal Demo, LLC, located at 23 Main St, Anytown, CA 90210, United States, and Acme, Inc (ACME-1), a business located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA. This agreement establishes the terms and conditions for their co-ownership of the specified commercial property.



DocuPal Demo, LLC

DocuPal Demo, LLC, based in the United States, provides document creation, customization, and storage services. We are committed to delivering high-quality, legally sound documents tailored to our clients' specific needs. Support and additional resources are available via email or phone.

