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Introduction and Purpose

Introduction

This Partition Agreement ("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 its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal"), and Acme, Inc ("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.

Purpose of Agreement

The purpose of this Agreement is to provide for the complete and final partition of certain assets held jointly by DocuPal Demo, LLC and Acme, Inc. These assets include real estate property located at 123 Main Street, Anytown, USA; intellectual property rights for Patent No. 7890123; and funds held in Joint Account No. 456789. This Agreement aims to divide these shared assets fairly and equitably, resulting in each party obtaining sole ownership of their respective allocated assets, as detailed within this document.

Definitions and Interpretations

Definitions

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

- **Assets:** Collectively refers to the real estate, intellectual property, and funds subject to the division outlined in this Agreement.
- **Parties:** Refers collectively to DocuPal Demo, LLC and ACME-1 (Acme, Inc).
- **Partition:** Refers to the division of the Assets as outlined in this Agreement.

Interpretation

This Agreement shall be interpreted in accordance with the following principles:



- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California, United States, without regard to its conflict of laws principles.
- **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the Parties with respect to such subject matter.
- **Good Faith Negotiation:** Any ambiguities in this Agreement shall be resolved through good-faith negotiation between the Parties. If a resolution cannot be reached through negotiation, the Parties agree to submit the matter to mediation.
- **Headings:** The headings used in this Agreement are for convenience only and shall not affect the interpretation of any provision.
- **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- **Notices:** Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered personally or sent by certified mail, return receipt requested, or by a recognized overnight courier service, to the addresses of the Parties as set forth in this Agreement.
- **Amendment:** This Agreement may be amended only by a written instrument signed by both Parties.
- **Enforceability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The Parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the same economic effect.

Details of Property or Assets

This section details the properties and assets subject to this Partition Agreement. It clarifies the description, valuation, and current ownership interests held by DocuPal Demo, LLC and Acme, Inc.

Real Estate

The real estate subject to this agreement is located at [Insert Full Address Here]. An appraisal, attached as Exhibit A, values the property at \$[Insert Valuation Amount Here] as of [Insert Valuation Date Here]. DocuPal Demo, LLC holds a 60% ownership



interest, while Acme, Inc. holds a 40% ownership interest.

Intellectual Property

The intellectual property consists of [Specifically Describe Intellectual Property, e.g., patents, trademarks, copyrights]. A valuation report, attached as Exhibit B, assesses the total value of the intellectual property at \$[Insert Valuation Amount Here] as of [Insert Valuation Date Here]. The ownership interests are divided as follows: DocuPal Demo, LLC owns 60%, and Acme, Inc. owns 40%.

Funds

The funds to be partitioned are held in [Specify Account Type and Institution, e.g., a joint checking account at First National Bank, account number XXXXX]. The current balance of the account is \$[Insert Current Balance Amount Here] as of [Insert Date of Balance]. DocuPal Demo, LLC's share is 60% of the funds, amounting to \$[Calculated Amount: 60% of Balance]. Acme, Inc.'s share is 40% of the funds, amounting to \$[Calculated Amount: 40% of Balance].

Terms of Partition and Distribution

This section outlines the terms for dividing the shared assets between DocuPal Demo, LLC and Acme, Inc. The partition will be completed within 90 days of the Effective Date of this Agreement.

Real Estate

The real estate will be divided in-kind. This means each party will receive a portion of the property directly, rather than through a sale and division of proceeds. Specific details regarding the division of the real estate, including surveys, legal descriptions, and transfer deeds, will be executed to facilitate the in-kind partition.

Intellectual Property

All intellectual property will be assigned to DocuPal Demo, LLC. In consideration for this assignment, DocuPal Demo, LLC will compensate Acme, Inc. The compensation amount and payment schedule are detailed in Schedule A, attached to this Agreement.



Funds

The available funds will be divided with DocuPal Demo, LLC receiving sixty percent (60%) and Acme, Inc. receiving forty percent (40%). The funds will be distributed to the respective bank accounts provided by each party in writing.

For example, if the total amount of funds to be divided is \$100,000:

Party	Percentage	Amount
DocuPal Demo, LLC	60%	\$60,000.00
Acme, Inc.	40%	\$40,000.00
Total	100%	\$100,000

Execution of Division

Each party will cooperate fully to execute the division of assets as described in this agreement. This includes signing necessary documents, providing information, and taking other actions reasonably requested by the other party to effect the partition. All transfers of assets will be properly documented and recorded in accordance with applicable laws.

Closing

The closing date for the partition and distribution of assets will occur no later than ninety (90) days from the Effective Date of this Agreement, unless otherwise agreed to in writing by both parties. The closing will take place at a location agreed upon by both parties. At the closing, all necessary documents will be executed, and the assets will be transferred according to the terms of this Agreement.

Payment and Financial Considerations

Intellectual Property Buyout

As part of this Partition Agreement, Acme, Inc. will receive a buyout for its share of the intellectual property. The total buyout amount will be paid in two installments, as outlined below.



Payment Schedule

The buyout payment will be made according to the following schedule:

- **First Installment:** 50% of the total buyout amount is due upon the signing of this Agreement.
- **Second Installment:** The remaining 50% of the total buyout amount is due within 60 days of the Effective Date.

Taxes and Fees

Each party shall be responsible for their own tax obligations arising from this Partition Agreement and the transfer of assets. Any fees associated with the transfer of assets will be split proportionally to ownership interests unless otherwise agreed upon in writing by both Docupal Demo, LLC and Acme, Inc.

Representations and Warranties

Each party represents and warrants to the other as follows:

Authority

Each party has the full right, power, and authority to enter into this Agreement. Each party also has the power to transfer their respective interests in the Assets as outlined herein.

Accuracy of Information

All information provided by each party in connection with this Agreement is true, accurate, and complete as of the Effective Date.

Title to Assets

Each party warrants good and marketable title to their respective share of the Assets, free and clear of all liens, encumbrances, and claims, except as otherwise disclosed in this Agreement. Specifically, the real estate is subject to a mortgage held



by First National Bank, as detailed in Exhibit C. Each party will defend its title against all claims and demands whatsoever, subject to the aforementioned mortgage.

No Conflicts

The execution, delivery, and performance of this Agreement do not violate any existing agreement, law, regulation, or order to which either party is subject.

Dispute Resolution

The parties will try to resolve any dispute related to this Agreement through good-faith negotiations. If negotiations fail, the parties agree to the following process.

Mediation

First, the parties will attempt to settle the dispute by mediation. They will jointly select a mediator. The mediation will occur in Delaware, unless both parties agree otherwise. Both parties will share the costs of the mediator equally.

Arbitration

If mediation does not resolve the dispute, the parties agree to submit the dispute to binding arbitration. The arbitration will be conducted under the rules of the American Arbitration Association. A single arbitrator will be selected by mutual agreement of the parties. The arbitrator's decision will be final and binding. It can be entered as a judgment in any court with jurisdiction. The arbitration will take place in Delaware, unless the parties agree to a different location.

Governing Law

The laws of the State of Delaware govern the interpretation and enforcement of this Dispute Resolution section.

Miscellaneous Provisions

This section covers several general terms that govern this Partition Agreement.



Amendments

This Agreement may be changed if both DocuPal Demo, LLC and ACME-1 agree to the changes in writing. Both parties must sign the written amendment.

Notices

All notices related to this Agreement must be in writing. Notices should be sent by certified mail to the addresses listed at the beginning of this Agreement.

Severability

If a court finds that any part of this Agreement is not valid or cannot be enforced, the rest of the Agreement will still remain in effect. The other provisions will continue to be valid and enforceable.

Entire Agreement

This Partition Agreement represents the complete understanding between DocuPal Demo, LLC and ACME-1. It includes everything the parties have agreed upon regarding the partition of assets.

Signatures and Execution

This Partition Agreement shall become effective as of the last date of execution by the parties below.

Execution

The parties, indicating their agreement to all terms and conditions contained herein, have executed this Partition Agreement as of the dates written below.

DocuPal Demo, LLC

By: _____

Name:

Title:



Date: _____

Acme, Inc

By: _____

Name:

Title:

Date: _____

Notarization

DocuPal Demo, LLC

State of: _____

County of: _____

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

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 state, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.



Notary Public

My Commission Expires: _____

