

ASSET SALE AGREEMENT

THIS ASSET SALE AGREEMENT(the "Agreement"), is entered into by and among the undersigned party (the "Seller") and DivestMe LLC, a Delaware limited liability company (the "Buyer") on the date set forth in Exhibit A below.

WHEREAS, Seller desires to sell to the Buyer and the Buyer desires to purchase from Seller such asset as defined in Exhibit A (the "Asset"), subject to the terms and conditions set forth in this Agreement (the "Secondary Sale").

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereto agree as follows:

1. PURCHASE AND SALE OF THE ASSET

1.1. Purchase and Sale; Assignment. Upon the full execution of this Agreement by both Parties, Seller shall (i) sell, convey, assign, transfer and deliver to the Buyer, all rights, entitlement and privileges in the Asset and (ii) if and when needed upon reasonable request, assist and do all such acts as necessary to effectuate such transfer of the Asset in the Buyer's name for record keeping purposes and otherwise.

1.2. Purchase Price. The total consideration to be paid by the Buyer to Seller for the Asset is \$1.00 in the aggregate (the "Purchase Price"), regardless of the number of shares, units, or interests comprising the Asset.

2. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to the Buyer (and also for the benefit of the Company) as follows:

2.1. Obligations. The Asset being sold are subject to the terms and conditions contained on all relevant documents governing Seller's ownership of the Asset, which are valid and binding on Seller, and to the knowledge of Seller, the counterparties thereto, and are in full force and effect. Seller is not in material breach of, or default under, any such agreement.

2.2. Ownership of Asset. Seller is the sole record and beneficial owner of the Assets. Upon the full execution of the Agreement, Buyer shall acquire valid and unencumbered title to the Asset, except as restricted by applicable federal and state securities laws.

2.3. Due Execution. This Agreement has been duly executed by Seller and the execution and delivery and performance of this Agreement by Seller will not violate, or result in a breach of, create any encumbrance or restriction on the Asset of any kind, nature, or description, or constitute a default under, any agreement, instrument, judgment, order or decree to which Seller is a party or to which Seller may be subject or by which the Asset are bound.

2.4. Due Authorization. Seller has the full right, power, authority and capacity to enter into and perform this Agreement and to convey and assign to Buyer the Asset, without any other or further authorization, action or proceeding.

2.5. No Conflict. The sale and purchase of the Asset does not result in any violation of, or conflict with, any instrument to which Seller is bound or any law or regulation applicable to it. Assuming the due execution and delivery of this Agreement by Buyer and the Company, this Agreement is a legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting generally the enforcement of creditors' rights and subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies.

2.6. Access to Information. The Seller acknowledges that the Seller has received all information that it considers necessary or appropriate for deciding whether to enter into this Agreement. Without limiting the foregoing, the Seller acknowledges that neither the Buyer nor any of its affiliates have made any representation or warranty (and Seller is not relying upon any representation or warranty), express or implied, except as set forth herein, regarding any aspect of the sale and purchase of the Asset.

2.7. Acknowledgement of Final Sale. *THE SELLER ACKNOWLEDGES THAT, BY SELLING THE ASSET TO BUYER PURSUANT TO THIS AGREEMENT, THE SELLER WILL NOT BENEFIT FROM ANY FUTURE APPRECIATION IN THE MARKET VALUE OF THE ASSET.*

2.8. Sophisticated Seller. Seller: (a) is a sophisticated individual or entity familiar with transactions similar to those contemplated by this Agreement; (b) has adequate information concerning the business and financial condition of the Asset to make an informed decision regarding the sale of the Asset held by Seller; and (c) has independently and without reliance upon Buyer, and based on such information and the advice of such advisors as Seller has deemed appropriate, made its own analysis and decision to enter into this Agreement. Seller acknowledges that neither Buyer nor its affiliates is acting as a fiduciary or financial or investment adviser to Seller, or has given Seller any investment advice, opinion or other information on whether the sale of the Asset held by Seller is prudent. Seller acknowledges that (i) Buyer has conducted independent due diligence and currently may have, and later may come into possession of, information, with respect to the Asset that is not known to Seller and that may be material to a decision to sell the Asset held by Seller ("Seller Excluded Information"); (ii) Seller has determined to sell the Asset held by Seller notwithstanding its lack of knowledge of the Seller Excluded Information; and (iii) neither Buyer nor its affiliates or agents shall have any liability to Seller, and Seller waives and releases any claims that he might have against Buyer or its affiliates or agents whether under applicable securities laws (including SEC Rule 10b-5) or otherwise, with respect to the nondisclosure of the Seller Excluded Information in connection with the sale of the Asset and the transactions contemplated in this Agreement. Seller understands that the value of the Asset being sold by it hereunder may appreciate in value in the future (including in the immediate future) and that upon, and by virtue of, its sale of the Asset being sold by it hereunder, Seller will be precluded from sharing or benefiting from any such appreciation. Seller understands that Buyer will rely on the accuracy and truth of the foregoing representations, and Seller hereby consents to such reliance.

2.9. Voluntary and Informed Agreement. Seller acknowledges that it has entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after consulting with counsel. Seller further represents that in entering into this Agreement, it is not relying on any statements or representations made by the Company, Buyer, Buyer's affiliates or, where applicable, any of their respective directors, officers, employees or agents that are not expressly set forth in this Agreement, and that Seller is relying only upon Seller's own judgment and any advice provided by Seller's attorney.

2.10. Tax Consequences. Seller has reviewed with its own tax advisors the federal, state, local and foreign tax consequences of the transactions contemplated by this Agreement. Seller is relying solely on such advisors and not on any statements or representations of the Buyer or any of their affiliates. Seller understands the tax consequences of the contemplated sale of Asset, and further understands that Seller (and not the Buyer) shall be responsible for any tax liability of Seller that may arise as a result of the sale of Asset.

2.11. Litigation. No action, suit, claim or proceeding, or governmental inquiry or investigation, is pending or threatened in writing or, to Seller's actual knowledge (after due inquiry), otherwise threatened against Seller in connection with the Asset.

2.12. Community Property Laws. Neither the ownership by Seller of the Asset nor the right of Seller to transfer the Asset free and clear of all liens, claims, encumbrances, trusts, pledges, mortgages, options and other restrictions of any kind or nature whatsoever (except for the federal securities laws of the United States of America) are subject to any community property interests or laws of any jurisdiction which could require signature of any other party or parties in order to be effective.

2.13. Transfer for Own Account. The Seller is selling the Asset for the Seller's own account only and no portion of the Purchase Price will be received directly or indirectly by the Company or any other person or entity.

2.14. Reliance. The Seller understands that the Buyer will rely on the accuracy and truth of the representations and warranties set forth in this Section 2. The Seller hereby consents to such reliance.

3. REPRESENTATIONS AND WARRANTIES OF BUYERS

The Buyer hereby represents and warrants to Seller, only with respect to the Asset it is purchasing, as follows:

3.1. Knowledge of Buyer. Buyer has sufficient sophistication, knowledge and expertise in business, tax and financial matters to be able to evaluate the risks and merits inherent in investments of this type.

3.2. Access to Information. The Buyer has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the purchase of the Asset.

4. MISCELLANEOUS

4.1. Notices. Any notice or other communication in connection with this Agreement shall be deemed to be delivered if emailed to the Parties at the email addresses on Exhibit A.

4.2. Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Agreement may be executed and delivered by means of electronic delivery and upon such delivery the signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

4.3. Entire Agreement; Company as a Beneficiary. This Agreement and the documents to be delivered hereunder constitute the entire understanding and agreement between the parties hereto concerning the subject matter hereof. Nothing expressed or implied in this Agreement is intended or shall be construed so as to grant or confer on any person, firm or corporation other than the parties hereto and the Company, any rights or privileges hereunder.

4.4. Amendment. Any term of this Agreement may be amended, terminated or waived only with the written consent of the parties hereto.

4.5. Headings. The headings contained in this Agreement are for the purpose of reference only and shall not be considered a part of, or control or affect the meaning or construction of this Agreement.

4.6. Governing Law. This Agreement is being delivered in and shall be construed in accordance with and governed by the laws of Florida.

4.7. WAIVER OF JURY TRIAL. *TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.*

4.8. Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the federal or state courts located in New York, New York for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the federal or state courts located in New York, New York, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

4.9. Costs of Enforcement. If any party to this Agreement seeks to enforce its rights under this Agreement by legal proceedings against any other party to this Agreement, the non-prevailing party or parties named in such legal proceedings shall pay all costs and expenses incurred by the prevailing party or parties, including, without limitation, all reasonable and documented attorneys' fees.

4.10. Binding Effect. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of each party, and their successors and assigns.

4.11. Waiver. The failure to enforce at any time any of the provisions of this Agreement or to require at the time of performance by the other party of any of the provisions hereof shall not be construed as a waiver of such provisions or to affect the validity of this Agreement, or any part hereof or the right of either party to enforce each and every such provision in accordance with the terms of this Agreement.

4.12. Enforceability. Except as otherwise provided herein, in case any provision(s) of this Agreement shall be determined invalid or unenforceable under the applicable law, such provision(s) shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise, this Agreement shall be construed as though such provision(s) had never been made a part hereof.

4.13. Exhibits. Exhibit A sets forth the identifying terms of the sale. Exhibit B (Seller's Asset Schedule) sets forth the Seller's own representations of fact regarding the Asset; the Buyer does not make, adopt, verify, or rely upon them, and DivestMe makes no determination of the tax treatment of any loss. Each Exhibit is a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, including the Exhibits hereto, to be duly executed, all as of the date and year set forth in Exhibit A.

SELLER:

/s/ SPECIMEN

Name: Jordan Q. Specimen

Email: jordan.specimen@example.com

Signed: 2026-07-28T14:00:00Z

BUYER:

/s/ SPECIMEN

Name: Specimen Officer

Title: DivestMe LLC — not an authorized signatory

Email: contracts@divest.me

Signed: 2026-07-28T14:05:00Z

EXHIBIT A

Date of the Agreement: 2026-07-28

Asset Type: Common stock

Asset Description: 1,000 shares of common stock

Seller's Name: Jordan Q. Specimen

Seller's Email: jordan.specimen@example.com

Issuer's Name: Meridian Example Labs, Inc. (a specimen entity)

EXHIBIT B — SELLER'S ASSET SCHEDULE

This Schedule is furnished by the Seller and sets forth the Seller's own representations of fact regarding the Asset, for the Seller's records and the Seller's tax advisor. The Buyer does not make, adopt, verify, or rely upon any statement in this Schedule, and nothing in this Schedule constitutes tax or legal advice or a determination of the tax treatment of any loss. The Seller is solely responsible for the accuracy of the information below.

Seller represents, to the Seller's knowledge as of the date of the Agreement:

Original price paid / cost basis: \$25,000

Date the Seller acquired the Asset: 2019-06-15

The Seller affirms that the foregoing statements are true and correct to the Seller's knowledge as of the date of the Agreement.

CERTIFICATE OF COMPLETION

Document Information

Contract ID: DM-SPEC-2026-00001

Document Title: Asset Sale Agreement

Parties

Seller

Name: Jordan Q. Specimen

Email: jordan.specimen@example.com

Signed: 2026-07-28T14:00:00Z

Buyer

Name: Specimen Officer

Title: DivestMe LLC — not an authorized signatory

Email: contracts@divest.me

Signed: 2026-07-28T14:05:00Z

Record Verification

SHA-256 Hash:

SPECIMEN — NO VERIFIABLE HASH IS PRESENT ON THIS SAMPLE

Total Pages: 8

In an executed package, this section states that the parties' electronic signatures are legally binding under ESIGN and UETA. No such statement applies here: this specimen is not executed and creates no obligation.

Executed packages are verifiable at divest.me/verify by contract ID and integrity hash. This specimen carries neither and will not verify.