

INSTRUCTIONS: BIDDERS MUST PROVIDE THE INFORMATION INDICATED BY THE HIGHLIGHTED TEXT IN THE PURCHASE AND SALE AGREEMENT AND SUBMIT AN EXECUTED COPY OF THE AGREEMENT. EXECUTED COPIES OF THE EXHIBITS TO THE AGREEMENT MUST BE DELIVERED UPON CLOSING OF THE TRANSACTION.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is entered into as of March 3, 2026, by and among Questech ABC, c/o KCP Advisory Group, LLC (the “Seller”), and [name of Purchaser], and or its assignee, a [type of entity and jurisdiction of organization] (the “Purchaser” and, together with the Seller, the “Parties”).

BACKGROUND

Questech is a manufacturer of innovative home décor products located in Rutland, Vermont. Questech has transferred all its assets to KCP Advisory Group, LLC through an Assignment for the Benefit of Creditors. KCP Advisory Group, LLC thereafter engaged the services of Thomas Hirschak Company (the “Auctioneer”) to conduct an auction of all of the assets.

On the date hereof, the Auctioneer conducted a public auction of the Assets on behalf of the Seller, in which the Purchaser was the winning bidder.

The Seller desires to sell, transfer and assign to the Purchaser, and the Purchaser desires to acquire from the Seller, the Purchased Assets as more specifically provided herein.

NOW, THEREFORE, in consideration of the respective representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

PURCHASED ASSETS LOT 2

Subject to the terms and conditions set forth herein the Seller shall sell, transfer and assign to the Purchaser, and the Purchaser shall purchase from the Seller, all right, title and interest of the Seller in all of the Seller’s assets other than the Excluded Assets (collectively, the “Purchased Assets”), including, without limitation, the following assets:

Lot 2 includes a complete operating line to produce stone finish cast resin products, most recently being tiles and small bathroom fixtures, comprised of:

1. JustRite 4x55 gallon Outdoor Rated Flammables Cabinet
2. Flammables Storage Cabinet; 34" x 34" x 65"
3. Advanced Process Technology ECS Series Polyester Resin Processor; s.n. EC3005; 240V, 3 PH
4. Super Sack Rack with hopper on Lift25K Lift Table
5. APT 30-10 Pneumatic Feed on steel rack
6. 400# Jacketed Primary Mix Tank
7. 400# Jacketed Dispensing Tank

8. TruTemp 200/10K BTU Chiller, 208V, 1 PH
9. (2) APT SPPM-3006 Dual Piston Pumps
10. APT M-C 3004 Dispensing System on dual head 3 axis gantry with static mixers and binary code mold reader (with option for continuous movement or lockdown dependent on mold volume)
11. Wisconsin Conveyor Oven; 5' x 26' wire mesh belt; 480V; 3 PH; 1.9-2.35 fpm belt speed; 300° F max temp; with blower
12. (4) Activated Charcoal Carbon Beds for styrene removal
13. Lewco Power Roller Conveyor; 5' x 7' 6"; 208-230/460V; 3 PH
14. Roller Ball Table (where product is removed from molds)
15. Lewco 90° Power Roller Return Conveyor; 26"; 208-230/460V; 3 PH
16. Single Head Fully Traversing Gantry Spray Booth with regulator (mold release); over Bilt-Rite 30" x 7' wire belt conveyor; 208-230/460V; 3 PH
17. Wisconsin Conveyor Chiller with air knife; 30" x 28' wire mesh belt; 7 fpm max. speed (to bring molds down to fillable temperature and conveyance back to filling station)
18. Heatcraft BDT1000H2D Remote Chiller; s.n. TO4K01901; 460V; 3 PH
19. Wisconsin Bottom Flow E3/27 Control Panel; s.n. 096280411/091290411; 480V; 3 PH
20. Lewco Belt Conveyor; 26' x 7' 9"; 208-230/460V; 3 PH
21. Omega Two Head IR Heater; 240Vx480V transformer; 1 PH
22. Two Head Fully Traversing Gantry Spray Booth with (2) regulators; over Bilt-Rite 30" x 12' wire belt conveyor
23. Four Head IR Top Surface Heater
24. Variable Speed Incline to Flat Belt Conveyor; 24" x 46'; 230/460V; 3 PH
25. Lewco Incline Belt Conveyor; 24" x 20'; 230/460V; 3 PH
26. Lewco Roller Conveyor; 24" x 6'; non-motorized; with tip up walk through
27. Lewco Power Roller Conveyor; 30" x 30'; 208-230/460V; 3 PH
28. Lewco 90° Power Roller Conveyor; 30"; 208-230/460V; 3 PH
29. Bilt-Rite Poly Mesh Belt Power Conveyor with water rinse and drain; 30" x 11' 9"; 208-230/460V; 3 PH
30. Six Head Air Knife with VFD blower control; 15 HP; 230/460V; 3 PH
31. Lewco Power Roller Conveyor; 30" x 26'; 208-230/460V; 3 PH
32. Two Head Fully Traversing Gantry Spray Booth with (2) regulators; over Bilt-Rite 30" x 8' 9" split wire belt conveyor; 208-230/460V; 3 PH
33. Lewco Power Roller Conveyor; 30" x 4' 6"; 208-230/460V; 3 PH

34. Three Stage IR Heater; 240Vx480V transformer; 1 PH; over Bilt-Rite 30" x 14" Wire Belt Conveyor; 208-230/460V; 3 PH
35. Two Head Fully Traversing Gantry Spray Booth with (2) regulators; over Bilt-Rite 30" x 8' 9" split wire belt conveyor; 208-230/460V; 3 PH
36. IR Systems Three Zone IR Curing Unit; 480V; 3 PH; over Lewco Power Roller Conveyor; 30" x 20'; 208-230/460V; 3 PH
37. SPDI UV Curing System; 480V; 3 PH; over Lewco Wire Mesh Belt Conveyor; 30" x 5'; 208-230/460V; 3 PH
38. Lewco Power Roller Conveyor; 30" x 38'; 208-230/460V; 3 PH

Lot 2 does not include: compressed air system, dust collection or make up air, or fire suppression.

PURCHASE PRICE LOT 2

Pursuant to the terms and subject to the conditions hereof, the Purchaser shall pay as consideration (the "Purchase Price") for the sale of the Purchased Assets \$[purchase price] in immediately available funds.

DEPOSIT LOT 2

Within Twenty-Four (24) hours of signing of this Agreement the Purchaser shall deliver to Thomas Hirchak Company (the "Auctioneer"), a Ten Thousand Dollar (\$10,000.00) Deposit by bank wire or bank check. The Deposit shall be held in trust by the Auctioneer until released pursuant to the terms of this Agreement. The Deposit shall only be refundable to the Purchaser in the event the Seller cannot provide Lot 2 to the Purchaser. Upon consummation of the Sale, the Deposit shall be released to the Seller and credited toward the Purchase Price.

FINAL PAYMENT LOT 2

The Purchase Price, less the Deposit, must be paid no later than March 5, 2026 at 2:00 pm EST. Payment must be by bank wire or bank check.

REMOVAL LOT 2

The Removal ("Load Out") will be March 9 through March 13, 2026. The Purchaser will be responsible for all aspects of disassembly and removal of all of the items included in Lot 2.

"AS IS" TRANSACTION

THE PURCHASER ACKNOWLEDGES AND AGREES THAT THE SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ASSETS INCLUDING, WITHOUT LIMITATION, INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE ASSETS, THE PHYSICAL CONDITION OF ANY ASSETS, THE VALUE OF THE ASSETS (OR ANY PORTION THEREOF), THE MERCHANTABILITY OR FITNESS OF THE ASSETS OR ANY OTHER PORTION OF THE ASSETS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE ASSETS OR ANY PORTION THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, THE SELLER HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ASSETS. THE PURCHASER FURTHER ACKNOWLEDGES THAT THE PURCHASER HAS HAD AMPLE

OPPORTUNITY TO CONDUCT AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE ASSETS, IF APPLICABLE, AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE ASSETS AS THE PURCHASER DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE ASSETS. THE PURCHASER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, THE PURCHASER WILL ACCEPT THE ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

ENTIRE AGREEMENT

This Agreement, including the exhibits hereto, and the instruments and schedules referred to herein, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf as of the date first above written.

Questech ABC, c/o KCP Advisory Group, LLC

By: _____
Name:
Title:

[NAME OF PURCHASER]

By: _____
Name: **[name of signatory]**
Title: **[title of signatory]**