

**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 Hirchak 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 3**

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 3 includes the Formula 131 IP, associated Monitoring and Evaluation, and Inventory, comprised of:

#### **1. Marketing:**

- Website - [www.formula131.com](http://www.formula131.com)
- Social Media Accounts
- YouTube Videos
- Marketing Collateral
- Application Instructions
- Packaging

#### **2. Trademarks of Formula 131 Logo:**

- United States Trademark Registration Number 67726377
- EU, Brazil, and Madrid International Registration No. 1625707
- Hong Kong International Registration No. 305752972

### 3. Patents:

- United States Patent No. US 2021/0253890 A1
- International Patent No. PCT/US2021/070112
- European Patent Appl. No. 21754463.4 | PA Ref. No. QUE-2012EP01

### 4. Inventory:

- (21) 1000 Gram Installation Kits (FORMULA 131 PART A-60 SF Kit-750 grams/ 1.65 lbs + FORMULA 131 PART B-60 SF Kit-250 grams / 0.55 lbs.)
- 1200 lbs of FORMULA 131 PART A Compound
- 602 lbs of FORMULA 131 PART B Compound

### **PURCHASE PRICE LOT 3**

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 3**

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 3 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 3**

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 3**

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 3.

### **“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]**