

**INSTRUCTIONS TO INVESTORS**  
**IN**  
**QUESTRUST VENTURES INC.**

If you wish to invest in Questrust Ventures Inc, you must complete and return to Questrust Ventures Inc.. the following documents:

1. A completed Purchaser's LOI Agreement;
2. A completed Investor's Certificate;
3. A completed Purchaser's Subscription Agreement

**\*ALL ARE CONTAINED IN THIS ONE DOCUMENT. PLEASE COMPLETE ALL PAGES.**

**QUESTRUST VENTURES INC.**  
**PURCHASER'S LOI**

Dated: \_\_\_\_\_

- \_\_\_\_\_  
Initials
1. The undersigned hereby subscribes for Shares of Questrust Ventures Inc. hereinafter referred to as the "Company". This Purchase LOI Agreement shall become effective when it has been properly executed by the undersigned and accepted by the Company.
- \_\_\_\_\_  
Initials
2. The undersigned acknowledges that, prior to the execution hereof, Purchaser has received a copy of the Company's Confidential Information package and the exhibits attached to it.
- \_\_\_\_\_  
Initials
3. The undersigned acknowledges and understands that:
- A. Purchaser must be a **Qualified Buyer (QB)** or an **Authorized Person by the Company** and that this stock is not being sold as/to a Retail Purchase(r). *A QB in law and finance is a purchaser of securities that is deemed financially sophisticated and is legally recognized by security market regulators to need less protection from issuers than most public investors. Typically, the qualifications for this designation are based on the investor's total assets under management as well as specific legal conditions in the country where the qualified funds is located. Currently, Rule 144A requires an institution to manage at least \$100 million USD in securities from issuers not affiliated with the institution to be considered a QB. Additionally, if the institution is a bank, they must have a net worth of at least \$25 million USD.*
- B. is a qualified Investor with a net worth of over 250,000 including real estate and other securities.*
- \_\_\_\_\_  
Initials
4. The undersigned agrees to pay, as aggregate purchase price for said shares at par value of \$10.00 per share for the sum of \$\_\_\_\_\_ USD.
- \_\_\_\_\_  
Initials
5. The undersigned stated that he/she is aware that the Shares in the Company will bear the following legends:
- "THE SHARES EVIDENCED HEREBY HAVE BEEN REGISTERED with securities regulators and application is already underway to list the shares of the Company, the buyers of these shares will be restricted from selling for a period of one year from the date of purchase after which they will be completely free trading.
- \_\_\_\_\_  
Initials
6. The undersigned hereby represents and warrants that:
- a. Purchaser is a Qualified Investor or Authorized Purchaser by the Company.
  - b. Purchaser purchasing the Shares in Purchaser's own name (or for a trust account if Purchaser is a trustee for such account);

- c. Purchaser is purchasing the Shares for Investment and not with a view to or for sale in connection with any distribution of Shares:
- d. By virtue of Purchaser's own investment acumen and business experience, Purchaser is capable of evaluating the hazards and merits of participating in this offering of Shares or that in making this investment decision, Purchaser has consulted with and is relying upon the advice of Purchaser's own personal advisers who have such capability.
- e. Purchaser can bear the economic risks attendant upon this investment by holding the Shares offered hereby until the shares will be free trading. Purchaser has reviewed his/her anticipated future income from other sources with Purchaser's business and tax advisers with a view to the possibility of his being required to pay taxes in future periods in excess of cash distribution from the Company during such periods and the possibility that "tax preference items", including those generated by his investment in the Company, may constitute an amount that would subject him to the "alternative minimum tax" (or the "minimum tax" if a corporation).

\_\_\_\_\_ 7. The undersigned represents and warrants that the Shares were acquired by the undersigned in good faith for investment and not for distribution of such Shares to others or otherwise reselling said Shares. The undersigned further understands and agrees that Purchaser must hold the Shares for one full year when the restriction expires and the shares are free trading. The shares are fully transferable and can be sold for par value at anytime and the buyer will then the shares and will be transferred to the buyer at any date before maturity.

\_\_\_\_\_ 8. The undersigned understands and agrees that, where the context so permits, the  
Initials representations contained in this agreement are made on behalf of each partner of a Purchasing partnership. That, unless otherwise indicated, where the subscriber is a trust, all of such representations shall be deemed to be made on behalf of the trust and so on behalf of the principal beneficiary (ies), to the extent the context permits. That if the subscriber is a partnership was not organized for the specific purpose of acquiring the securities subscribed for.

\_\_\_\_\_ 9. The undersigned represents and warrants that Purchaser has relied solely upon the  
Initials documentation relating to the Shares and the independent investigations made by the undersigned or by the undersigned's independent legal and/or accounting representative with respect to the Shares that the undersigned is purchasing, and no oral or written representations beyond the documentation relating to the Shares have been made to the undersigned.

\_\_\_\_\_ 10. The undersigned warrants and represents that the information provided in the Investor's  
Initials Certificate that the purchaser has submitted to the Company concurrently with this signed Purchase LOI Agreement is true and correct as of the date hereof and that either:

- (a) Purchaser has acknowledge and experience in business and financial Matters that Purchaser is capable of evaluating the merits and risks of the investment and has the capacity to protect Purchaser's own interests in connection with the transaction and is considered a **QB** or
- (b) Purchaser, together with Purchaser's legal and/or accounting representative, the aforesaid knowledge and experience and that Purchaser is able to bear all the economic risks of the investment and has been Authorized by the Company to be a Purchaser of this stock.

\_\_\_\_\_ 11. Upon the execution of this Purchase LOI Agreement, Contract to Purchase, and acceptance thereof

by the Company, the undersigned specifically acknowledges and understands that Purchaser will become a shareholder of the Company and covenants and agrees to be bound by each and all of the provisions of the Articles, Bylaws, and Resolution of the Company currently in effect and subsequently duly modified, amended or passed.

**Purchaser:**

\_\_\_\_\_  
Name of Purchaser

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Street address)

\_\_\_\_\_  
(Street address)

\_\_\_\_\_  
(City, state, zip code)

\_\_\_\_\_  
(City, state, zip code)

**QUESTRUST VENTURES INC.. INVESTOR'S CERTIFICATE**

The purpose of this Certificate is to obtain information from each investor in connection with their purchase of Questrust Ventures Inc.. common stock ("Shares"). This information will enable Questrust Ventures Inc.. (the "Company") to evaluate certain suitability standards set forth in securities laws and to confirm the applicability registrations, and the public markets of the Shares.

The undersigned, as a condition to purchase \_\_\_\_\_ # of \_\_\_\_\_ Shares of Questrust Ventures Inc.. common stock, certifies to the Company as follows:

(Please print or type. If there is more than one investor, please complete an additional Certificate for each Subscriber.)

Name: \_\_\_\_\_

Residence Address: \_\_\_\_\_  
  
\_\_\_\_\_

Business Address: \_\_\_\_\_  
  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

S.S.N. or E.I.N.: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

The undersigned declares that:

1. Purchaser is purchasing the Shares in their own name and for their own account (or for a trust account if a trustee), and no other entity has any interest in or right with respect to the Shares, nor has the Purchaser agreed to give any such entity any such interest or right in the future, except as follows:

(If none, so state)

2. Purchaser is acquiring the Shares for investment and not with a view to or for sale in connection with any distribution of the Shares. Purchaser recognizes that the Shares will be traded publicly, are fully registered and are restricted until the Shares will be freely tradable and transferable. Purchaser recognizes that it is a public market that the shares will be listed, registered and the issuer will be "Calling The Market" or proceeding with a IPO with a par value of \$10.00 per share or greater depending on many circumstances beyond the control of the issuer.
3. Purchaser has not seen or received any advertisement or general solicitation with respect to the sale of the Shares.
4. The total consideration to be paid by Purchaser for the Shares being acquired shall be the amount of (number of shares X \$10) for a total value of \$ \_\_\_\_\_.
5. If Purchaser has a pre-existing personal or business relationship with the Company or with one or more of its officers, directors, or controlling persons more fully described and explained as follows:

(Describe and explain relationship. If none, so state)

6. Purchaser believes that by reason of its business or financial experience described below, or by reason of the business or financial experience of professional advisers named below, who are unaffiliated with and who are not compensated, directly or indirectly, by the Company or any affiliate or selling agent of the Company. Purchaser is capable of evaluating the merits and risks of this investment and of protecting its own interests in connection with this investment.

(Describe and explain relationship. If none, so state.)

If a professional adviser is used, please complete the following:

Purchaser designates \_\_\_\_\_ as its professional adviser with regard to its investment in Shares. Purchaser understands that this professional adviser is unaffiliated and will not be compensated by the Company or any affiliate or selling agent of the Company.

(Describe and explain relationship. If none, so state.)

Occupation and business address of professional adviser:

Describe business or financial experience of professional adviser:

7. Purchaser is able to bear the economic cost of my investment in the Company.
8. The investment Purchaser is making in this Company does not exceed ten percent (10%) of my net worth, or my joint net worth with my spouse if my spouse is also investing in the company.
9. Purchaser acknowledges that during the course of this transaction and before purchasing the Shares, Purchaser has been provided with financial and other written information about the company and the terms and conditions of the Offering. Purchaser has been given the opportunity by the Company to obtain any information and ask questions concerning the Company, the Shares, and its investment that it felt necessary, and to the extent that Purchaser has availed itself of that opportunity, Purchaser has received satisfactory information and answers. If Purchaser requested any additional information that the Company possessed or could require without unreasonable effort or expense and that was necessary to verify the accuracy of the financial and other written information furnished by the Company, that additional information was provided and was satisfactory. In reaching the decision to invest in the Shares, Purchaser has carefully evaluated its financial resources and investment position with this investment. Purchaser realizes that it may not sell its shares until after they become free trading. Purchaser further acknowledges that its financial condition is such that it is not under any present necessity or constraint to dispose of the Shares to satisfy any existing or contemplated debt or undertaking.

10. Purchaser acknowledges that before purchasing the Shares it received and read in its entirety a Confidential company information package from the Company.

11 The undersigned declares that Purchaser is a “**Qualified Buyer (QB)**” or an **Authorized Purchaser by the Company**

(Please indicate which of the following statements is applicable by placing your initials alongside it.)

- \_\_\_\_\_ a. Purchaser is considered to be a **Qualified Institutional Investor**
- \_\_\_\_\_ b. Purchaser is an **Authorized Purchaser approved by the Company**

The undersigned declares that the information provided above is true and correct and may be relied upon by the Company in connection with the undersigned’s purchase of Shares.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print name signed above)

# Purchasers Subscription Agreement

**SUBSCRIPTION AGREEMENT**

**STOCK PURCHASE AGREEMENT**

Dated as of April 21, 2017

By and Among

**Questrust Ventures Inc.**

and

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Investors Name

---

Company Name

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## SUBSCRIPTION / STOCK PURCHASE AGREEMENT

This stock purchase agreement (“Agreement”), dated as of \_\_\_\_\_, 2017, is entered into by and among Questrust Ventures, Inc. (“Questrust” or the “Company”) and Matthew Tringali (each a “Seller” and collectively, the “Sellers”), and \_\_\_\_\_ (the “Purchaser” and together with the Company and the Sellers, the “Parties”).

WITNESSETH:

**WHEREAS**, the Sellers, are shareholders of Questrust Ventures, Inc., a corporation organized and existing under the laws of the State of Delaware, who own and/or control in the aggregate 95,000,000 Class “A” Common shares of the Company, which represents approximately 100% of the issued and outstanding common shares of the Company, which total 95,000,000 of the total Authorized which is 100,000,000 Shares of Class “A” Common Shares; and 20 Million Preferred shares with enhanced voting rights of 20:1 and represents 100% of the issued and outstanding “Preferred Shares”. and

**WHEREAS**, the Purchaser desires to Subscribe for \_\_\_\_\_ number of shares of the Company.

**NOW, THEREFORE**, in consideration of the premises and of the covenants, representations, warranties and agreements herein contained, the Parties have reached the following agreement with respect to the sale by the Sellers of such common stock of the Company to the Purchaser:

### SECTION 1. CONSTRUCTION AND INTERPRETATION

#### 1.1. Principles of Construction.

(a) All references to Articles, Sections, subsections and Appendixes are to Articles, Sections, subsections and Appendixes in or to this Agreement unless otherwise specified. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term “including” is not limiting and means “including without limitations.”

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including;” the words “to” and “until” each mean “to but excluding;” and the word “through” means “to and including.”

(c) The Table of Contents hereto and the Section headings herein are for convenience only and shall not affect the construction hereof.

(d) This Agreement is the result of negotiations among and has been reviewed by each Party’s counsel. Accordingly, this Agreement shall not be construed against any Party merely because of such Party’s involvement in its preparation.

(e) Wherever in this Agreement the intent so requires, reference to the neuter, masculine or feminine shall be deemed to include each of the other, and reference to either the singular or the plural shall be deemed to include the other.

## SECTION 2. THE TRANSACTION

### 2.1. Purchase Price.

The Sellers hereby agree to sell to the Purchaser, and the Purchaser, in reliance on the representations and warranties contained herein, and subject to the terms and conditions of this Agreement, agrees to Subscribe For \_\_\_\_\_ common shares of the capital stock of QUESTRUST (the “Offered Shares”) for a total purchase price of \$10 per share (the “Purchase Price”), payable in full to the Sellers according to the terms of this Agreement, in United States currency as directed by the Sellers.

### 2.2. Subscription of Shares and Terms of Payment.

In consideration for the registration of the Subscribed for Shares by the Sellers to the Purchaser, the Purchaser shall pay the Purchase Price in accordance with the terms of this Agreement. Registration of the shares and payment thereof shall be in the following manner:

i) The Purchaser has transferred the Purchase Price to Law Firm of Scott Doney located at 4955 s. Durango Dr. Ste 165, La Vegas Nevada 89113 (the “Receiving Attorney”).

ii) Simultaneously with the transfer of the Purchase Price, the Sellers shall register the Share certificates in the name of the Purchaser and shall be mailed via regular mail or courier to the Purchaser. The receiving attorney shall hold the Subscribed for Shares pending the Closing (as defined below in Section 2.2(iii)).

iii) Subject to the terms, conditions and warranties set forth in this Agreement, on the Closing Date (as such term is defined hereinafter), in consideration for the Purchase Price, the Receiving Attorney will transfer and deliver to the Purchaser and/or its nominees, the certificates for the Subscribed Shares (collectively, the “Closing”).

### 2.3. Closing.

Subject to the terms and conditions of this Agreement, the Closing shall take place by wire transfer and overnight mail on or before “no present closing date” (the “Closing Date”).

## SECTION 3. REPRESENTATIONS AND WARRANTIES

### 3.1 Representations and Warranties of the Sellers.

3.1.1 The Company is a corporation duly organized and validly existing under the laws of the State of Delaware and has all corporate power necessary to engage in all transactions in which it has been involved in as well as any general business transactions in the future that may be desired by its directors.

3.1.2 The Company is in good standing with the Secretary of State of Delaware.

3.1.3 The purchase price; including interest up to the purchase price of  
\$ \_\_\_\_\_ (amount of investment).

3.1.4 The Company is not subject to any pending or threatened litigation, claims or lawsuits from any party, and there are no pending or threatened proceedings against the Company by any federal, state or local government, or any department, board, agency or other body thereof.

3.1.5 The Company is not a party to any contract, lease or agreement which would subject it to any performance or business obligations in the future after the Closing.

3.1.6 The Company does not own any real estate or any interests in real estate.

3.1.7 The Company is not liable for any income, real or personal property taxes to any governmental or state agencies whatsoever.

3.1.8 The Company, to its best knowledge, is not in violation of any provision of laws or regulations of federal, state or local government authorities and agencies.

3.1.9 The Sellers are the lawful owners of record of the Subscribed for Shares, and the Sellers presently have, and will have at the Closing Date, the power to transfer and deliver the Subscribed for Shares to the Purchaser in accordance with the terms of this Agreement. The delivery to the Purchaser of certificates evidencing the transfer of the Subscribed for Shares pursuant to the provisions of this Agreement will transfer to the Purchaser good and marketable title thereto, free and clear of all liens, encumbrances, restrictions and claims of any kind.

3.1.10 There are no authorized shares of the Company other than the amount disclosed as being 95,000,000 common shares and 20,000,000 preferred shares; and there are no issued and outstanding shares of the Company other than the amount disclosed as being 95,000,000 common shares. Sellers at the Closing Date will have full and valid title to the Subscribed for Shares, and there will be no existing impediment or encumbrance to the sale and transfer of the Subscribed Shares to the Purchaser; and on delivery to the Purchaser of the Subscribed for Shares being sold hereby, all of such Shares shall be free and clear of all liens, encumbrances, charges or assessments of any kind; such Shares will be legally and validly issued and fully paid and non-assessable shares of the Company's common stock; and all such common stock has been issued under duly authorized resolutions of the Board of Directors of the Company.

3.1.11 All issuances of the Company of shares of their common stock in past transactions have been legally and validly effected, and all of such shares of common stock are fully paid and non-assessable.

3.1.12 There are no outstanding subscriptions, options, warrants, convertible securities or rights or commitments of any nature in regard to the Company's authorized but unissued common stock.

3.1.13 There are no outstanding judgments, liens or any other security interests filed against the Company or any of its properties.

3.1.14 The Company has no subsidiaries.

3.1.15 The Company has no employment contracts or agreements with any of its officers, directors, or with any consultants, employees or other such parties.

3.1.16 The Company has no insurance or employee benefit plans whatsoever.

3.1.17 The Company is not in default under any contract or any other document.

3.1.18 The Company has no outstanding powers of attorney and no obligations concerning the performance of the Sellers concerning this Agreement.

3.1.19 The execution and delivery of this Subscription Agreement, and the subsequent closing thereof, will not result in the breach by the Company or the Sellers of any agreement or other instrument to which they are or have been a party.

3.1.20 All financial and other information which the Company and/or the Sellers furnished or will furnish to the Purchaser, including information with regard to the Company and/or the Sellers contained in the SEC filings filed by the Company since its inception (i) is true, accurate and complete as of its date and in all material respects except to the extent such information is superseded by information marked as such, (ii) does not omit any material fact, (iii) is not misleading and (iv) presents fairly the financial condition of the organization as of the date and for the period covered thereby.

3.1.21 The Company will file with the SEC its Annual and Quarterly Reports on Form 10-K and Form 10-Q due prior to the Closing Date.

3.1.22 The Purchaser will be added to the Questtrust shareholder list and, shall be fully reconcilable with the current records of the transfer agent. In addition, Sellers represent and warrant that the Company has not at any time acted as its own transfer agent.

## 3.2. Covenants of the Sellers and the Company.

3.2.1 The Sellers will furnish Purchaser with all corporate records and documents, such as Articles of Incorporation and Bylaws, or any other corporate document or record requested by the Purchaser.

3.2.2 From the date of this Agreement and until the Closing Date, the Sellers and the Company covenant the following:

3.2.3 The Company will not amend or change its Articles of Incorporation or Bylaws, or issue any further shares or create any other class of shares in the Company without the majority of shareholders agreeing to the changes in advance.

3.2.4 The Company will not issue any stock options, warrants or other rights or interests in or to its shares without the majority of shareholders agreeing to the changes in advance..

3.2.5 The Sellers will not encumber or mortgage any right or interest in their shares of the common stock being sold to the Purchaser hereunder, nor will they transfer any rights to such shares of the common stock to any third party whatsoever.

3.2.6 The Company will not declare any dividend in cash or stock, or any other benefit.

3.2.7 The Company will not institute any bonus, benefit, profit sharing, stock option, pension retirement plan or similar arrangement.

3.2.8 At Closing, the Company and the Sellers will register all share subscribers with all applicable regulatory agencies and authorities..

3.3 Representations and Warranties of the Purchaser.

3.3.1 The Purchaser has the requisite power and authority to enter into and perform this Agreement and to purchase the shares being sold to it hereunder. The execution, delivery and performance of this Agreement by such Purchaser and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate or partnership action, and no further consent or authorization of such Purchaser or its Board of Directors, stockholders, partners, members, as the case may be, is required. This Agreement has been duly authorized, executed and delivered by such Purchaser and constitutes, or shall constitute when executed and delivered, a valid and binding obligation of such Purchaser enforceable against such Purchaser in accordance with the terms thereof.

3.3.2 The Purchaser is, and will be at the time of the execution of this Agreement, an “**accredited investor**”, as such term is defined in Regulation D promulgated by the Commission under the 1933 Act, is experienced in investments and business matters, has made investments of a speculative nature and has purchased securities of United States publicly-owned companies in the past and, with its representatives, has such knowledge and experience in financial, tax and other business matters as to enable such Purchaser to utilize the information made available by the Company to evaluate the merits and risks of and to make an informed investment decision with respect to the proposed purchase, which represents a speculative investment. The Purchaser has the authority and is duly and legally qualified to purchase and own shares of the Company. The Purchaser is able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof. The information set forth on the signature page hereto regarding the Purchaser is accurate.

3.3.3 On the Closing Date, such Purchaser will purchase the Subscribed for Shares pursuant to the terms of this Agreement for its own account for investment only and not with a view toward, or for resale in connection with, the public sale or any distribution thereof.

3.3.4 The Purchaser understands and agrees that the Subscribed for Shares have not been registered under the 1933 Act or any applicable state securities laws, by reason of their issuance in a transaction that does not require registration under the 1933 Act (based in part on the accuracy of the representations and warranties of the Purchaser contained herein), and that such Subscribed for Shares must be held indefinitely unless a subsequent disposition is registered under the 1933 Act or any applicable state securities laws or is exempt from such registration. In any event, and subject to compliance with applicable securities laws, the Purchaser may enter into lawful hedging transactions in the course of hedging the position they assume and the Purchaser may also enter into lawful short positions or other derivative transactions relating to the Subscribed for Shares, or interests in the Subscribed for Shares, and deliver the Subscribed for Shares, or interests in the Subscribed for Shares, to close out their short or other positions or otherwise settle other transactions, or loan or pledge the Subscribed for Shares, or interests in the Subscribed for Shares, to third parties who in turn may dispose of these Subscribed for Shares.

3.3.5 The Subscribed for Shares shall bear the following or similar legend:

**“THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.”**

3.3.6 The offer to sell the Subscribed for Shares was directly communicated to such Purchaser by the Company. At no time was such Purchaser presented with or solicited by any leaflet, newspaper or magazine article, radio or television advertisement, or any other form of general advertising or solicited or invited to attend a promotional meeting otherwise than in connection and concurrently with such communicated offer.

3.3.7 Such Purchaser represents that the foregoing representations and warranties are true and correct as of the date hereof and, unless such Purchaser otherwise notifies the Company prior to the Closing Date shall be true and correct as of the Closing Date.

#### **SECTION 4. MISCELLANEOUS**

##### 4.1. Expenses.

Each of the Parties shall bear its/his own expenses in connection with the transactions contemplated by this Agreement.

#### 4.2. Governing Law.

The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Delaware applicable to agreements executed and to be wholly performed solely within such state.

#### 4.3. Resignation of Old CEO and Appointment of New CEO has been completed.

The Company and the Sellers shall take such corporate action(s) required by QUESTRUST's Articles of Incorporation and/or Bylaws to (a) appoint the below named persons to their respective positions, to be effective on the Closing Date, and (b) obtain and submit to the Purchaser, together with all required corporate action(s) as of the Closing Date.

#### 4.4. Disclosure.

The Sellers and the Company agree that they will not make any public comments, statements, or communications with respect to, or otherwise disclose the execution of this Agreement or the terms and conditions of the transactions contemplated by this Agreement without the prior written consent of the Purchaser, which consent shall not be unreasonably withheld.

#### 4.5. Indemnification.

4.5.1 In consideration of this Agreement, Sellers covenant and agree, for themselves and for their agents, employees, legal representatives, heirs, executors or assigns (collectively the "Sellers Covenants"), that they shall indemnify and hold harmless the Purchaser Covenantees from and against any and all losses, damages, expenses and liabilities (collectively "Liabilities") or actions, investigations, inquiries, arbitrations, claims or other proceedings in respect thereof, including enforcement of this Agreement (collectively "Actions") (Liabilities and Actions are herein collectively referred to as "Losses") which are incurred as a result of any of Sellers Covenants' breach of this Agreement, including but not limited to the breach of any representations, warranties and/or covenants set forth herein. "Losses" include, but are not limited to, all reasonable legal fees, court costs and other expenses incurred in connection with investigating, preparing, defending, paying, settling or compromising any suit in law or equity arising out of this Agreement.

4.5.2 In consideration of this Agreement, Purchaser covenants and agrees, for itself and for its agents, employees, legal representatives, heirs, executors or assigns (collectively the "Purchaser Covenants"), that they shall indemnify and hold harmless the Seller Covenantees from and against any and all Liabilities, Actions or Losses which are incurred as a result of any of Buyer Covenants' breach of this Agreement, including but not limited to the breach of any representations, warranties and/or covenants set forth herein.

#### 4.6. Notices.

Any notice or other communication required or permitted under this Agreement shall be sufficiently given if delivered in person or sent by facsimile or by overnight registered mail, postage prepaid, addressed as follows:

If to Sellers, to:

Questrust Ventures Inc.  
4955 South Durango Dr. Ste 165  
Las Vegas Nevada 89113  
USA

If to the Purchaser, to: (provide complete name and address and Phone)

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Or such other address or number as shall be furnished in writing by any such Party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date so delivered or sent by facsimile.

4.7. Parties in Interest.

This Agreement may not be transferred, assigned or pledged by any Party hereto, other than by operation of law. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

4.8. Entire Agreement.

This Agreement and the other documents referred to herein contain the entire understanding of the Parties hereto with respect to the subject matter contained herein. This Agreement shall supersede all prior agreements and understandings between the Parties with respect to the transactions contemplated herein.

4.9. Amendments.

This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Parties.

#### 4.10. Severability.

In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

#### 4.11. Counterparts.

This Agreement may be executed in any number of counterparts, including counterparts transmitted by telecopier, PDF or facsimile transmission, any one of which shall constitute an original of this Agreement. When counterparts of copies have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same document and copies of such documents shall be deemed valid as originals. The Parties agree that all such signatures may be transferred to a single document upon the request of any Party.

#### 4.12. Further Assurances.

From and after the date of this Agreement, upon the request of any Party, the Parties shall use their best efforts to execute and deliver such instruments, documents or other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement, including without limitation, turning over all books and records and interim financial statements to the Purchaser so that the Company's quarterly report on Form 10-Q may be filed by Law offices of Scott Doney on behalf of Questrust Ventures Inc.

*[-Signature Page Follows-]*

**IN WITNESS WHEREOF**, each of the Parties hereto has caused its/his name to be hereunto subscribed as of the day and year first above written.

Company:  
**Questrust Ventures, Inc.**

By: \_\_\_\_\_

Name: Alexander Naujoks

Title: Founder, Chairman

Sellers:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Purchasers:

By: \_\_\_\_\_

Name:

By: \_\_\_\_\_

Name:

**Company Name, if none leave blank**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title: Chief Executive Officer

