

EXHIBIT A

WhiteHorse Partners®

WhiteHorse Partners, LLC
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For: Quest Energy Management Group, Inc.
Wiand Guerra King, Trustee
Att: Burton Wiand
5505 West Gray Street, Tampa, FL 33609 (813-347-5100) Bwiand@WiandLaw.com

From: WhiteHorse Partners, LLC ["WHP"]

Ref: Marketing & Sale of Quest Energy Management Group, Inc.

Date: May 9, 2014

Type:	Non-Exclusive As your representatives, we shall be considered procuring cause **solely** as to an acquirer we introduce to the opportunity and who closes the transaction for the purchase of the business.
Duration:	Twelve (12) months from the date of your signature below.
Right to Cancel:	Upon 30 days written notice after six months by either party for any reason or no reason.
Carryover Period:	A Success Fee shall be due as to any/all prospects who have signed a Confidentiality Agreement while this is in force, for a period of two (2) years after termination of this Agreement with respect to a sale to any such party within that 24 month carryover period.
Party Responsibilities:	Use our best professional efforts to locate an acquirer to purchase your business on terms & conditions that are acceptable to you as indicated in a dual signed Letter of Intent [followed by the contract for sale, the Definitive Purchase Agreement.] We are not accountants or attorneys. Other professionals provide these services for which you provide compensation. We make no guarantee that a transaction can be effected. Both parties shall maintain the Confidentiality of the (sale) process. Client shall cooperate in a timely fashion as to all requests for information. It is the Client's duty to provide true and correct information and to inform WHP within 10 business days of any material changes in the nature of the business for the duration of this agreement.
Success Fee:	6% of Total Consideration including assumption of any/all liability of any nature including but not limited to Accounts Payable on the day of closing
Consideration:	You keep the cash in bank and any non-operating assets. No fee due on these elements. You pay off all interest bearing debt at closing (from your cash and/or the closing proceeds.) The acquirer purchases your current assets (Accounts Receivable, Inventory/Supplies, Other Current Assets) and All Your Operating Fixed Assets. The acquirer pays a combination of cash and other consideration as you may agree to including but not limited to assumption of your current liabilities [and any/all other liabilities assumed], promissory note, equity retained in your company and/or the acquiring company…our fee is calculated on **Total Consideration** including all of these elements that are determinable at time of closing. Other elements that would be considered part of Total Consideration include but not limited to non-compete agreements, consulting agreements, real estate sale/lease.
Indeterminable Consideration at Time of Closing & Other Components:	1) You may agree to bonuses/earnouts based upon performance. As they cannot be determined at the time of closing no fee is due until they are received (note: no fee shall be due on employment related bonuses that would typically be paid to the key executive in the position you hold); 2) Retained equity shall be valued on a pro-rata basis as that of the percentage equity sold; 3) The Fee paid shall be identical whether you agree to an asset sale or a stock sale (if a stock sale, then the purchase price for the stock plus all other consideration plus the total liabilities, including Current on the balance sheet at the time of closing.) 4) If you or any affiliate groups own the real estate and it is sold then the relevant fee at that consideration level shall be paid; 5) if you or an affiliate owns the real estate and it is leased to the acquirer then a fee shall be paid on the sum of the 1st 5 yrs lease payments. It is possible that the agreement for producing wells and mineral rights may include future royalties or participation in future revenue/earnings, in which case the fee due shall be paid upon receipt by Client.

When Success Fee Is Due:	A success fee shall be due upon the closing of a sale to a prospect during the term of this Agreement or the Carryover Period. An invoice will be provided to you at time of closing outlining the Total Consideration and it shall be paid per the Wire Instructions provided concurrent with closing. The success fee as to the amount of payments or any other consideration indeterminable at closing (such as royalties, earnouts) shall be due immediately upon receipt at the applicable percentage rate.
Dispute Resolution:	All such disputes shall be resolved by binding arbitration through the American Arbitration Association or through FINRA. This Agreement shall be governed by and construed in accordance with the laws of the state in which Client's business is located. The prevailing party shall recover all costs including but not limited to attorneys fees and all other expenses as may be awarded by the arbitrators. Jurisdiction shall be the State in which your business is located and venue shall be the largest nearby city with commercial air service.
Agreed Upon Assignment:	Client acknowledges that the transaction may be structured as the sale of stock or other transaction subject to federal and state securities laws. In such event, federal and state securities laws will apply to such transaction, and it will become necessary that the transaction be handled through a securities broker/dealer licensed with the United States Securities and Exchange Commission, state securities regulators and the Financial Industry Regulatory Authority (FINRA). Client further acknowledges that this letter agreement will automatically, with no further action required by either Client or WHP be assigned to StillPoint Capital, LLC ("SPC") if the transaction is structured as a stock sale. In the event of such assignment, Client will continue to work with representative(s) of WHP who are also registered representatives of SPC.
Price:	The Company shall be marketed without a price.
Expenses:	A non-refundable $5,000 retainer is due upon signing hereto 100% of this retainer fee shall be credited against the Success Fee at closing.
Indemnity:	Both parties shall indemnify, defend and hold the other harmless with respect to any and all liability for which the other may be responsible including attorneys costs.
Inability to Deliver:	In the event that WHP provides a ready, willing and able acquirer with whom a dual signed LOI is agreed upon but you change your mind without a good faith reason for doing so and decide to keep the Company, then the Success Fee shall be due. However, you have the absolute right to reject any and all offers no matter how high they may be and no matter the reason and no fee shall be due under such circumstances.
Entire Agreement:	This is the entire agreement and will supersede all prior agreements and discussions. If any part is found to be invalid or unenforceable the remainder shall not be affected.
Authority:	You agree that you are fully authorized to enter into this agreement and that you will personally guarantee payment of the fee.

Agreed:

Burton W. Wiand, Receiver for
Quest Energy Management Group, Inc.

WhiteHorse Partners, LLC

By:______________________________________
Burton W. Wiand, Receiver for
Quest Energy Management Group, Inc. Date

By:__________________________________
Name, Title Date

StillPoint Capital [SPC]

By:______________________________________
Individually Date

By:__________________________________
Amy Cross, CEO of SPC Date

Addendum

Company Name:______________________________

DBA, If Any:______________________________

Co Physical Address:______________________________

Mailing Address:______________________________

Main Contact:______________________________

Position/Title:____________________ eMail:____________________

Who Else Should Be Copied on Emails:______________________________

____

Confidential Mail:______________________________

Phone Nos: Cell__________ Office__________ Home__________

Form of the Co.: "C"____ "S" (date)____ LLC____ Partnership____ Sole Prop____ Other____

Shareholders/Members:______________________________

Name Title/Position % Ownership

____

Name Title/Position % Ownership

____

Name Title/Position % Ownership

Family Members:______________________________

Name Title/Position % Ownership

On Payroll:______________________________

Name Title/Position % Ownership

____

Name Title/Position % Ownership

____

Name Title/Position % Ownership

Real Estate: Leased (¿) Owned (¿) If yes, by whom?______________

Date Co Founded:______________________________

Date Current Owner:______________________________

Co' Principal Activities:______________________________

____

Acct Name/Address:______________________________

Lawyer Name/Address:______________________________

Who in the Co knows it's for sale?______________________________

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Reason for Sale:______________________________

Key Objectives:______________________________