FORM SB-2/A

Optional form for registration of securities to be sold to the public by small business issuers [amend]

Filing Date: **2003-02-10**
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FILER

QUEST GROUP INTERNATIONAL INC

CIK:**1174228**| IRS No.: **870681500** | State of Incorp.:**NV** | Fiscal Year End: **0930**
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SIC: **9995** Non-operating establishments

Mailing Address
826 NORTH 100 EAST
#7
SPANISH FORK UT 84066

Business Address
826 NORTH 100 EAST
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SPANISH FORK UT 84066
8017942653

As filed with the Securities and Exchange Commission on February 7, 2003.

Registration Statement No. 333-89628

U.S. SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM SB-2
Registration Statement Under
the Securities Act of 1933
(Amendment No. 4)

Quest Group International, Inc.
(Name of small business issuer in its charter)

Nevada	2000	87-0681500
(State or jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

826 North 100 East, #7, Spanish Fork, Utah 84660, (801) 794-2653
(Address and telephone number of principal executive offices and principal place of business)

Eric L. Robinson
BLACKBURN & STOLL, LC
77 West Second South, Suite 400
Salt Lake City, UT 84101 (801) 521-7900
(Name, address and telephone number of agent for service)

Approximate date of proposed sale to the public: As soon as practicable from time to time after this Registration Statement becomes effective.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. [ ]

<TABLE>
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CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Unit	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
<S>	<C>	<C>	<C>	<C>
Common Stock	400,000	$.50	$200,000	$19

</TABLE>

The number of shares to be registered is estimated solely for the purpose of determining the registration fee.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

PROSPECTUS

QUEST GROUP INTERNATIONAL, INC.

$100,000 Minimum/$200,000 Maximum

Common Stock

This is our initial public offering. We are offering a minimum of 200,000 shares and a maximum of 400,000 shares of common stock. The public offering price is $.50 per share. No public market currently exists for our shares. From inception to date we have not operated profitably.

The shares are offered on a "minimum/maximum, best efforts" basis directly through our officers. No commission or other compensation related to the sale of the shares will be paid to our officers. The proceeds of the offering will be placed and held in an escrow account at U.S. Bank N.A., until a minimum of $100,000 in cash has been received as proceeds from sale of shares. If we do not receive the minimum proceeds within 90 days from the date of this prospectus, unless extended by us for up to an additional 30 days, your investment will be promptly returned to you without interest and without any deductions. This offering will expire 60 days after the minimum offering is raised. We may terminate this offering prior to the expiration date.

Upon completion of this offering, our common stockholders will own 10,200,000 shares of common stock if the minimum is raised and 10,400,000 shares of common stock if the maximum is raised. We also have 1,000,000 shares of preferred stock outstanding. Each shares of preferred stock is entitled to 100 votes and each share of common stock is entitled to 1 vote at a meeting of stockholders or upon other action of the stockholders. This means that our preferred stockholders will be able to elect directors and control the future course of Quest.

	Price to Public	Commissions	Proceeds to Company
Per Share	$.50	$0	$.50
Minimum	$100,000	$0	$100,000
Maximum	$200,000	$0	$200,000

Investing in shares of our stock involves significant risks. Our "Risk Factors" begin on page 5.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

The date of this prospectus is February __, 2003.

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Prospectus Summary

We were formed as a Nevada corporation on August 14, 2001 as Quest Group International, Inc. We are in the business of selling nutritional products to independent distributors and consumers in the United States and Japan. Our principal executive offices are located at 826 North 100 East, #7, Spanish Fork, Utah 84660. Our telephone number is 801-794-2653.

We are competing with a broad range of companies who provide similar products including global, national, regional and local businesses. The competition is highly fragmented with many small players dominated by several large competitors. Some of our significant competitors include Shaklee, NuSkin, Unicity, Amway and Nature's Sunshine.

We realized a net loss of $195,573 for the fiscal year ended September 30, 2002 and a net loss of $1,121 for the three months ended December 31, 2002. We have not established profitable operations. These factors raise substantial doubts about our ability to continue as a going concern.

We are offering a minimum of 200,000 and a maximum of 400,000 shares. Upon completion of the offering, we will have 10,200,000 shares of common stock outstanding if we sell the minimum and 10,400,000 shares of common stock outstanding if we sell the maximum number of shares. After completion of this offering, Mr. Craig Davis, our president and a director, will direct approximately 32% of the voting control of Quest and Bateman Dynasty, LC will direct approximately 65% of the voting control of Quest. As a result, Bateman Dynasty, LC will effectively have voting control of Quest with respect to all matters submitted to the vote of the stockholders, including the election of directors.

We will realize $77,500 if we raise the minimum and $177,500 if we raise the maximum amount of the offering. We anticipate our expenses related to the offering to be approximately $22,500. We will use the proceeds from the offering to initiate our marketing and advertising plan by completing and publishing our advertising materials, enhance information and features of the Web site, offer Member referral incentives, deploy a distributor training program and to cover some of our operating costs over the next year. We believe that with revenues generated from anticipated sales and the minimum net offering proceeds amount of $77,500, we will be able to fund our targeted marketing and advertising activities, which are aimed at increasing sales, and cover our other operating costs over the next year.

We also have 1,000,000 shares of preferred stock outstanding. Craig Davis, our president and a director, owns 334,000 of these shares and Bateman Dynasty, LC owns 666,000 of these shares. Lynn Bateman is the sole manager of the Bateman Dynasty, LC. Bateman Dynasty, LC is a private limited liability company owned by the Bateman Dynasty Trust, of which Brenda M. Hall is the trustee and Mr. Bateman's grandchildren are the beneficiaries. Mr. Davis is not affiliated with Bateman Dynasty, LC.

Except as otherwise required by applicable law, the holders of our common stock and our preferred stock vote together, as a single voting group, on all matters presented to our stockholders for vote with each share of our common stock being entitled to one vote and each share of our preferred stock being entitled to one hundred votes. Upon completion of this offering, our common stockholders will own 10,200,000 shares of common stock if the minimum is raised and 10,400,000 shares of common stock if the maximum is raised. Our preferred stockholders will have the ability to cast 100,000,000 votes at a meeting of stockholders or upon other action of the stockholders. This means that our preferred stockholders will be able to elect directors and control the future course of Quest. The voting power of Mr. Craig Davis and Bateman Dynasty, LC is as follows.

<TABLE>
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Name	Common Shares Beneficially Owned	Preferred Shares Beneficially Owned	% of Voting Power if Minimum is Raised	% of Voting Power if Maximum is Raised
<S>	<C>	<C>	<C>	<C>
Craig Davis	2,000,000	334,000	32.1%	32.1%
Bateman Dynasty, LC	5,000,000	666,000	65.0%	64.9%
Total	7,000,000	1,000,000	97.1%	97.0%

</TABLE>

Selected Historical Financial Data

The following selected historical financial data of is only a summary and you should read it in conjunction with our consolidated financial statements and the notes to those financial statements.

<TABLE>
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	Three Months Ended December 31, 2002 (Unaudited)	Three Months Ended December 31, 2001 (Unaudited)	Year Ended September 30, 2002 (Audited)	August 14, 2001 (Date of Inception) to September 30, 2001 (Audited)
<S>	<C>	<C>	<C>	<C>
Statement of Operations Data:				
Sales	$ 191,302	$ 75,789	$ 480,231	$ 0
Gross Profit	141,753	58,277	349,716	0
Operating Expenses	140,117	155,374	535,045	48,192
Interest Expense	2,757	938	10,244	205
Net loss	(1,121)	(98,035)	(195,573)	(48,397)
Loss per share	(.00)	(.01)	(.02)	(.01)
Balance Sheet Data:				
Current assets	$ 76,926	$ 107,227	71,039$	$ 66,329
Total assets	82,777	108,302	77,141	67,154
Current liabilities	60,841	155,734	172,084	14,551
Total liabilities	248,868	175,734	242,111	44,551
Working capital (deficit)	16,085	(48,507)	(101,045)	51,778
Stockholder's equity (deficit)	(166,091)	(67,432)	(164,970)	22,603

</TABLE>

Risk Factors

You should consider carefully the following risk factors and other information in this prospectus before investing in our common stock.

Because we are a new business and we have not proven our ability to generate profit, an investment in Quest is risky. We have no meaningful operating history so it will be difficult for you to evaluate an investment in our stock. Our operations are subject to all risks inherent in the creation of a

new business and the marketing of new products, including the absence of a history of significant operations and of proven products which have been produced and sold over a significant period of time. We are continuing to establish many functions which are necessary to conduct business, including, managerial and administrative structure, marketing activities, financial systems, computer systems, web development and personnel recruitment. For the fiscal year ended September 30, 2002, we had $480,231 in sales and a net loss of $195,573 and for the three months ended December 31, 2002 we had $191,302 in sales and a net loss of $1,121. We cannot assure that we will ever be profitable. Since we have not proven the essential elements of profitable operations, you will be furnishing venture capital to us and will bear the risk of complete loss of your investment in the event we are not successful.

Our auditors have expressed doubt about our ability to continue as a going concern. Our audited financial statements have been prepared assuming that we continue as a going concern. Our auditors have noted that our revenue generating activities are not in place and we have incurred losses. As a result, our auditors have indicated that these conditions raise substantial doubt about our ability to continue as a going concern.

At December 31, 2002 we had a nominal amount of working capital, a stockholder's (deficit) of ($166,091) and we do not have sufficient funding to execute our business plan. As of December 31, 2002, we had assets of $82,777 current liabilities of $60,841 and a working capital of $16,085. We are devoting

substantially all of our present efforts to establishing a new business and need the proceeds from this offering to continue implementing our business plan. We estimate that we will need to raise at least $77,500 in additional funding to execute our business plan. This funding is needed to initiate our marketing and advertising plan by completing and publishing our advertising materials, enhance information and features of the Web site, offer Member referral incentives, deploy a distributor training program and to cover some of our operating costs over the next year. We may be unsuccessful in obtaining additional funding or funding may only be available on terms that are disadvantageous to us. If we are unsuccessful in raising additional funds it may result in the discontinuance of our business due to lack of funding. These factors raise substantial doubt about our ability to continue as a going concern.

An investment in Quest will result in immediate dilution an amount equal to approximately 100% of the price paid for shares purchased in this offering. Upon completion of this offering, investors will incur approximately 100% dilution in the net tangible book value per share of their common stock compared to the purchase price thereof. See "Dilution."

We do not have sufficient funding to repay outstanding debt. Our cash reserves are not sufficient to pay the amounts owing on outstanding promissory notes in the principal amount of $103,000. These obligations are due in a single balloon payment on September 18, 2004. We will be looking primarily to revenue generated from our business operations to repay these amounts. We have only a limited operating history and sales revenues. As a result, no assurance can be given that we will have the resources to repay any or all of the amounts owing under the outstanding promissory notes.

Our assets are subject to a security interest held by McKinley Enterprises Inc. Profit Sharing Plan and Trust. Our assets are subject to a security interest held by McKinley Enterprises Inc. Profit Sharing Plan and Trust relating to outstanding promissory notes in the principal amount of $103,000. In the event we are not able to repay the amounts owing on these obligations, it will have a material adverse effect on our operations, including the possibility of requiring us to deliver all of our assets to McKinley Enterprises Inc. Profit Sharing Plan and Trust and cease operations.

If our marketing costs exceed our estimates, it may impact our ability to continue operations. We believe we have accurately estimated our needs for the next twelve months based on our projected revenues and receiving either the minimum and or maximum amount of the offering. There can be no assurance that we have accurately projected future revenues. It is possible that our marketing costs will exceed our estimates or that our other costs will be higher than estimated. If this happens, it may impact our ability to generate revenue and we would need to seek additional funding. We have no arrangements in place whereby we could obtain additional funding.

If our marketing costs exceed our estimates, it may impact our ability to continue operations. We believe we have accurately estimated our needs for the next twelve months based on our projected revenues and receiving either the minimum or maximum amount of the offering. There can be no assurance that we have accurately projected future revenues. It is possible that our marketing costs will exceed our estimates or that our other costs will be higher than estimated. If this happens, it may impact our ability to generate revenue and we would need to seek additional funding. We have no arrangements in place whereby we could obtain additional funding.

Our preferred stockholders are able to elect all our directors and control our future course. In November 2001, we issued 1,000,000 shares of preferred stock. Craig Davis, our president and a director, received 334,000 of these shares and Bateman Dynasty, LC received 666,000 of these shares. Lynn Bateman is the sole manager of the Bateman Dynasty, LC. Bateman Dynasty, LC is a private limited liability company owned by the Bateman Dynasty Trust, of which Brenda M. Hall is the trustee and Mr. Bateman's grandchildren are the beneficiaries. Mr. Davis is not affiliated with Bateman Dynasty, LC. All voting rights of our stockholders are vested in and exercised by the holders of the common stock and preferred stock, voting as a single group, with each share of common stock being entitled to one (1) vote and each share of preferred stock being entitled to one hundred (100) votes. The holders of our preferred stock have the ability to cast 100,000,000 of the votes entitled to vote at a meeting or other action of the stockholders. After completion of this offering, Mr. Craig Davis will direct approximately 32% of the voting control of Quest and Bateman Dynasty, LC will direct approximately 65% of the voting control of Quest. As a result, the preferred stockholders effectively have voting control of Quest with respect to all matters submitted to the vote of the stockholders, including the election of directors. The concentration of voting control may also have the effect of impeding a non-negotiated change in control which result may or may not benefit stockholders. In addition, stockholders may be disadvantaged in the event matters are put to the stockholders for approval and the interests of the holders of the preferred stock are dissimilar to the interests of the stockholders generally.

If the offering is completed, you will have no ability to control operations. Although you will pay a price per share that substantially exceeds the price per share paid by current stockholders and will contribute a significantly higher percentage of the total amount to fund our operations, investors in this offering will own a very small percent, less than 4% if the maximum is raised, of our common shares. As a result, you will have no ability to control how management operates our business. Moreover, Mr. Craig Davis will direct approximately 32% of the voting control of Quest and Bateman Dynasty, LC will direct approximately 65% of the voting control of Quest. These stockholders will be able to elect directors and control the future course of Quest.

Our success is dependent on our ability to attract, maintain and motivate distributors. Our success depends in significant part upon our ability to attract, maintain, and motivate a large base of distributors who act as independent contractors. As of December 31, 2002, we had 124 distributors and 204 members who buy product from us but who do not act as distributors. No single distributor is responsible for ten percent or more of our revenues in any given quarterly period. However, we believe that we have a core group of between six and eight distributors who significantly influence and motivate our other distributors. The loss of any of our core distributors would likely result in the loss of additional distributors and could have a material adverse affect on our revenues and operations. In addition, our ability to attract distributors could be negatively affected by adverse publicity relating to our industry, our products, our operations or competition with competing businesses who may recruit our distributors. Because of the number of factors that impact the recruiting and retention of distributors, we cannot predict when or to what extent such increases or decreases in the number of distributors will occur.

If we lose the services of Mr. Craig Davis, it is unlikely that our business could continue. We are in the development stage and require the services of our president to become established. There is intense competition for management and marketing personnel in our business. If we lost the services of our president, it is questionable whether we would be able to find a replacement and it is likely our business would fail.

Our product formulas are not patented and could be misappropriated and used by competitors. We have no patented products that would preclude or inhibit competitors from selling products that are substantially similar to our products. We have filed trademarks applications for the names we are using to market a number of our NeoSource products. However, our NeoSource product ingredients are listed on our product labels and could be replicated by our competitors. As a result, our competitors could manufacture and market products that are substantially similar to our NeoSource products under a different label. If this occurs it is unlikely that we would have any legal recourse to prohibit such conduct.

We depend on Perfect Source to manufacture our products. Our products were developed and are manufactured for us by Perfect Source Natural Products, Inc. Perfect Source is located in Fullerton, California and is not affiliated with Quest. We have no written agreement with Perfect Source. We submit purchase orders to Perfect Source for product meeting our specifications and, upon acceptance of such purchase orders, Perfect Source manufactures our product. There is no arrangements whereby Perfect Source has agreed or is required to continue to accept our purchase orders or manufacture product for us. We believe that the ingredients to produce our NeoSource products are widely available, that our products could be produced through a number of other third parties and that there are a large number of companies with whom we could contract to produce our product. However, any termination in our arrangement with Perfect Source might interrupt service to our customers and distributors and possibly impair our ability to market and sell products.

We do not anticipate paying dividends in the foreseeable future. We have never paid dividends on our stock. The payment of dividends, if any, on the common stock in the future is at the discretion of the board of directors and will depend upon our earnings, if any, capital requirements, financial condition and other relevant factors. The board of directors does not intend to declare any dividends on our common stock in the foreseeable future.

There is no market for our stock and there can be no assurance that a market will develop after this offering. There is no market for our stock. There can be no assurance that a market for our stock will develop after this offering. If a market does develop, there can be no assurance as to the depth or liquidity of any such market or the prices at which holders may be able to sell their shares. As a result, an investment in our stock may be illiquid, and investors may not be able to liquidate their investment readily or at all when they need or desire to sell.

Our business could be adversely affected by currency fluctuation between the U.S. dollar and the Japanese yen. Approximately 94% of our sales are

to purchasers in Japan. Payment for our products is required prior to shipping and all sales are paid for in U.S. dollars. If the U.S. dollar strengthens against the Japanese yen, our products will become more expense to purchasers in Japan which could adversely impact our sales.

We have no independent directors serving on our board of directors. As a result, our board of directors may be influenced by the concerns, issues or objectives of management to a greater extent than would occur with independent board members. In addition, we do not have the benefit of having persons independent of management review, comment and direct our corporate strategies and objectives.

We have an obligation to make payments to Bateman Dynasty, LC in perpetuity which will result in a reduction in our profits, if any. In September 2001, we entered into Revolving Loan and Security Agreement with Bateman Dynasty, LC, a Utah limited liability company and a stockholder. Under the terms of the agreement, Bateman lent us approximately $50,000. This amount was subsequently repaid with interest at the rate of ten percent per annum. As additional consideration to lend the funds, Bateman (i) is entitled to quarterly payments equal to two percent of net sales in perpetuity during periods where Quest has pre-tax income in excess of $20,000 and Quest is not indebted under its current loan arrangements and (ii) is entitled to payments in perpetuity equal to (a) $5,000 per month which payment is due only when monthly net sales exceeds $100,000, (b) $10,000 per month in any month in which net sales exceed $200,000, and (c) $20,000 per month in any month in which net sales exceed $1,000,000. The effect of this arrangement will be to increase our costs in perpetuity by the stated amounts. We entered into this type of arrangement because, at the time, these were the best terms that we were able to negotiate for capital.

After the effective date of this registration statement we will be subject to increased costs and expenses that may adversely affect our survival. We have chosen a public registration before our business has developed a predictable cash flow. There are present registration expenses and future legal and accounting expenses, future reporting requirements to the SEC, potential future listing requirements, and future investor relations costs that must be borne by a public company but not a private company. These costs can be a burdensome expense that could adversely affect our survival.

FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements within the meaning of the securities laws. These forward-looking statements are subject to a number of risks and uncertainties, many of which are beyond our control. All statements other than statements of historical facts included in this prospectus, including the statements under "Description of Business," "Management Discussion and Analysis or Plan of Operation" and elsewhere in this prospectus regarding our strategy, future operations, financial position, projected costs, projected revenues, prospects, plans and objectives of management, are forward-looking statements. When used in this prospectus, in our press releases or other public or stockholder communications, or in oral statements made with the approval of our executive officers, the words or phrases "would be," "will allow," "intends to," "will likely result," "are expected to," "will continue," "is anticipated," "estimate," "project," or similar expressions are intended to identify "forward-looking statements", although not all forward-looking statements contain such identifying words.

We caution readers not to place undue reliance on any forward-looking statements, which speak only as of the date made, are based on certain assumptions and expectations which may or may not be valid or actually occur, and which involve various risks and uncertainties. We disclose important factors that could cause our actual results to differ materially from our expectations under the caption "Risk Factors", including but not limited to our history of

losses, working capital deficit, need for additional funds to execute our business plan, dependence on our distributors, and the risk of product demand, economic conditions, competitive products, changes in the regulation of our industry and other risks. As a result, our actual results for future periods could differ materially from those anticipated or projected.

Unless otherwise required by applicable law, we do not undertake, and specifically disclaim any obligation, to update any forward-looking statements to reflect occurrences, developments, unanticipated events or circumstances after the date of such statement.

DILUTION

As of December 31, 2002, we had a net tangible book value, which is the total tangible assets less total liabilities, of ($166,091), or approximately ($.0151) per share. The following table shows the dilution to your investment without taking into account any changes in our net tangible book value after December 31, 2002, except the sale of the minimum and maximum number of shares offered.

	Assuming Minimum Shares Sold	Assuming Maximum Shares Sold
Shares outstanding	11,200,000	11,400,000
Public offering proceeds at $.50 per share	$100,000	$200,000
Net offering proceeds after offering expenses	$77,500	$177,500
Net tangible book value before offering	($166,091)	($166,091)
Per Share	($.0151)	($.0151)
Pro forma net tangible book value after offering	($88,591)	$11,409
Per Share	($.0078)	$.0019
Per share increase attributable to purchase of shares by new investors	$.0073	$.0161
Dilution per share to new investors	$.5078	$.4990
Percent dilution	101.56%	99.80%

The number of total shares outstanding includes both our outstanding common and preferred stock. Our preferred stock is convertible at the election of the holders of the preferred stock into common stock on a one-for-two basis which conversion is not reflected in the table. In the event of a liquidation, the holders of our outstanding preferred stock are not entitled to a liquidation preference. Rather, holders of our common stock and preferred stock are entitled to share ratably in the distribution of assets remaining after payment of liabilities, if any.

The following table summarizes the comparative ownership and capital contributions of existing common stock stockholders and investors in this offering as of December 31, 2002:

	Shares Owned Number - %	Total Consideration Amount - %	Average Price Per Share
Present Stockholders (1):			
Minimum Offering	10,000,000 - 99%	$78,000 (2)	$.008 (2)
Maximum Offering	10,000,000 - 96%	$78,000 (2)	$.008 (2)
New Investors:			
Minimum Offering	200,000 - 2%	$100,000	$.50
Maximum Offering	400,000 - 4%	$200,000	$.50

(1) The numbers used for Present Stockholders assumes that none of the present stockholders purchase additional shares in this offering.

(2) Prior to this offering, we had 10,000,000 shares of common stock outstanding. Of these shares, 7,000,000 shares were issued for $50,000, 2,000,000 shares were issued for $20,000 and 1,000,000 shares were issued pursuant to an agreement to lend funds under a revolving loan arrangement. The 9,000,000 shares that were issued for cash were sold at an average price of approximately $.008 per share. For purposes of the table, we have assumed a valuation of $.008 per share with respect to the shares issued under the revolving loan arrangement.

USE OF PROCEEDS

The net proceeds to be realized by us from this offering, after deducting estimated offering related expenses of approximately $22,500, is $77,500 if the minimum and $177,500 if the maximum number of shares are sold. The following table sets forth our estimate of the use of proceeds from the sale of the minimum and the maximum amount of shares offered. Since the dollar amounts shown in the table are estimates only, actual use of proceeds may vary from the estimates shown. None of the offering proceeds are expected to be used to pay officers' salaries.

Description	Assuming Sale of Minimum Offering	Assuming Sale of Maximum Offering

Total Proceeds	$100,000	$200,000
Less Estimated Offering Expenses	22,500	22,500
Net Proceeds Available	$77,500	$177,500
Use of Net Proceeds:		
Advertising, Promotions and Marketing	15,000	30,000
Sales Training	25,000	70,000
Web Development	5,000	5,000
Working Capital	32,500	72,500
Total Net Proceeds	$77,500	$177,500

The working capital reserve may be used for general corporate purposes to operate, manage and maintain the current and proposed operations including additional product development, professional fees including legal and consulting fees, expenses including office supplies and travel costs and other administrative costs. The amounts actually expended for working capital purposes may vary significantly and will depend on a number of factors, including the amount of our future revenues and the other factors described under Risk Factors.

Costs associated with being a public company, including compliance and audits of our financial statements will be paid from working capital and revenues generated from our operations. If less than the maximum offering is received, we will apply the proceeds according to the priorities outlined above. The proceeds will be used as outlined and we do not intend to change the use of proceeds or pursue any other business other than as described in this prospectus.

Pending expenditures of the proceeds of this offering, we may make temporary investments in short-term, investment grade, interest-bearing securities, money market accounts, insured certificates of deposit and/or in insured banking accounts.

DETERMINATION OF OFFERING PRICE

The offering price of the shares was arbitrarily determined by our management. The offering price bears no relationship to our assets, book value, net worth or other economic or recognized criteria of value. In no event should the offering price be regarded as an indicator of any future market price of our securities. In determining the offering price, we considered such factors as the prospects for our products, our management's previous experience, our historical and anticipated results of operations and our present financial resources.

MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Market Information

Currently, there is no public trading market for our securities and there can be no assurance that any market will develop. If a market develops for our securities, it will likely be limited, sporadic and highly volatile We do not have any agreements with market makers regarding the trading of our shares, but at some time in the future a market maker may make application for listing our shares.

Currently, there is no public trading market for our securities and there can be no assurance that any market will develop. If a market develops for our securities, it will likely be limited, sporadic and highly volatile. It is our present intention to seek listing of our common stock on the BBX after it is launched in 2003. However, there can be no assurance that we will qualify for listing at that time. We do not have any agreements with market makers regarding the trading of our shares, but at some time in the future a market maker may make application for listing our shares.

Presently, we are privately owned. This is our initial public offering. Most initial public offerings are underwritten by a registered broker-dealer firm or an underwriting group. These underwriters generally will act as market makers in the stock of a company they underwrite to help insure a public market for the stock. This offering is to be sold by our officers. We have no commitment from any brokers to sell shares in this offering. As a result, we will not have the typical broker public market interest normally generated with an initial public offering. Lack of a market for shares of our stock could adversely affect a stockholder in the event a stockholder desires to sell his shares.

Our shares are subject to Rule 15g-1 through Rule 15g-9, which provides, generally, that for as long as the bid price for the shares is less than $5.00, they will be considered low priced securities under rules promulgated under the Securities Exchange Act of 1934. Under these rules, broker-dealers participating in transactions in low priced securities must first deliver a risk disclosure document which describes the risks associated with such stocks, the broker-dealer's duties, the customer's rights and remedies, and certain market and other information, and make a suitability determination approving the customer for low priced stock transactions based on the customer's financial situation, investment experience and objectives. Broker-dealers must also disclose these restrictions in writing to the customer and obtain specific written consent of the customer, and provide monthly account statements to the customer. Under certain circumstances, the purchaser may enjoy the right to rescind the transaction within a certain period of time. Consequently, so long as the common stock is a designated security under the Rule, the ability of broker-dealers to effect certain trades may be affected adversely, thereby impeding the development of a meaningful market in the common stock. The likely effect of these restrictions will be a decrease in the willingness of broker-dealers to make a market in the stock, decreased liquidity of the stock and increased transaction costs for sales and purchases of the stock as compared to other securities.

Shares Available for Future Sale

As of the date of this prospectus, there are 10,000,000 shares of our common stock issued and outstanding and 1,000,000 shares of our preferred stock issued and outstanding. Upon the effectiveness of this registration statement, 200,000 shares of common stock will be freely tradable if the minimum is sold and 400,000 shares of common stock will be freely tradable if the maximum number of shares is sold. The remaining shares of common and preferred stock will be subject to the resale provisions of Rule 144. Sales of shares of stock in the public markets may have an adverse effect on prevailing market prices for the common stock.

Rule 144 governs resale of "restricted securities" for the account of any person, other than an issuer, and restricted and unrestricted securities for the account of an "affiliate" of the issuer. Restricted securities generally include any securities acquired directly or indirectly from an issuer or its affiliates which were not issued or sold in connection with a public offering registered under the Securities Act. An affiliate of the issuer is any person who directly or indirectly controls, is controlled by, or is under common control with the issuer. Affiliates of a company may include its directors, executive officers, and person directly or indirectly owning 10% or more of the outstanding common stock. Under Rule 144 unregistered resales of restricted common stock cannot be made until it has been held for one year from the later of its acquisition from the issuer or an affiliate of the issuer. Thereafter, shares of common stock may be resold without registration subject to Rule 144's volume limitation, aggregation, broker transaction, notice filing requirements, and requirements concerning publicly available information about the company ("Applicable Requirements"). Resales by the issuer's affiliates of restricted and unrestricted securities are subject to the Applicable Requirements. The volume limitations provide that a person (or persons who must aggregate their sales) cannot, within any three-month period, sell more than the greater of one percent of the then outstanding shares, or the average weekly reported trading volume during the four calendar weeks preceding each such sale. A non-affiliate may resell restricted common stock which has been held for two years free of the Applicable Requirements.

Dividends

To date, we have not paid dividends on our common stock. The outstanding preferred stock is not entitled to receive dividend payments. The payment of dividends on the common stock in the future, if any, is within the discretion of the board of directors and will depend upon our earnings, capital requirements, financial condition and other factors the board views are relevant. The board does not intend to declare any dividends in the foreseeable future, but instead intends to retain all earnings, if any, for use in our operations.

Holders of Record

As of the date of this prospectus, there were four holders of record of our common stock.

DESCRIPTION OF BUSINESS

General

We were organized as a Nevada corporation on August 14, 2001 as Quest Group International, Inc. to sell nutritional products to independent distributors and customers. We sell our products to customers and independent distributors who use the products themselves or resell them to others.

During the fiscal year ended September 30, 2002, we generated $480,231 in revenues. We do not extend credit to our distributors. Payment for product is required prior to shipping, all sales are paid for in U.S. dollars through an InterCash account or other arrangements and we do not maintain offices outside the U.S.

Our Products

We develop and distribute a line of nutritional products that we call the NeoSource products. The NeoSource product line is comprised of seven products. Six of these products are grouped into thirteen different combinations called Product Sets. An antioxidant and vitamin product, called NeoGuard Chewable, is not included in any of the product sets. Our approximate net sales breakdown is as follows:

- 45% of net sales are generated from sales of Product Sets.
- 36% of net sales are generated from sales of individual products, excluding NeoGuard Chewable.
- 8% of net sales are generated from sales of NeoGuard Chewable.
- 2% revenues from enrollment fees, which fees include payment for distributor kits.
- The remaining 9% of our net sales are generated from miscellaneous sales and shipping fees.

Our products are nutritional supplements. Our products are not intended to diagnose, treat, cure or prevent any disease. Our products have not been evaluated by the Food and Drug Administration. We have not conducted product testing to determine whether the products are effective for the intended use. Our individual product offerings are as follows:

NeoPak

NeoPak contains nutrients derived from quality ingredients, including vitamins, bioflavinoids, minerals, food based enzymes, fatty acids and phyto-nutrient rich fruits and vegetables, freshly harvested sea vegetables and other nutritious foods. Phyto-nutrients, also known as phyto-chemicals, are the natural components isolated in vegetables and fruits. NeoPak is intended to act as a general nutritional supplement. There can be no assurance that the NeoPak will prove effective as a general nutritional supplement.

NeoGuard

NeoGuard contains a combination of antioxidant nutrients that are intended to help the human body to defend against free radicals, but there can be no assurance that it will prove effective in defending against free radicals.

NeoSpring

NeoSpring contains a blend of natural ingredients intended to help sustain the body's energy-producing systems and replenish vital nutrients, but there can be no assurance that it will sustain the body's energy-producing systems or replenish nutrients.

NeoSlim

NeoTrim is a blend of herbs and minerals that are intended to act as a dietary supplement to assist with weight loss, but there can be no assurance that it will prove effective as a dietary supplement to assist with weight loss.

NeoBalance

NeoBalance is created from sea vegetables and herbs. NeoBalance is designed primarily as a nutritional supplement for women, but there can be no assurance that it will provide any nutritional benefit.

NeoSurge

NeoSurge is created from sea vegetables, vitamins and herbs. NeoSurge is designed primarily as a nutritional supplement for men, but there can be no assurance that it will prove effective as a nutritional supplement for men.

NeoGuard Chewable

NeoGuard Chewable is designed to provide essential nutrients and antioxidants to support good health and fight free radicals. NeoGuard Chewable is made with many of the same ingredients as NeoGuard in a dosage that is suitable for children and seniors, but there can be no assurance that it will prove effective as a nutritional supplement.

Foreign Operations

We had approximately $480,000 in sales for the fiscal year ended September 30, 2002, of which $449,000 was generated from purchasers in Japan and $31,000 was generated from purchasers in the U.S. We use direct-selling efforts to sell our products in both markets. Products sold in Japan are shipped using Nippon Express from their El Segundo, California facility as the customs representative, air cargo and ground delivery carrier. We pay Nippon Express their standard rates to ship our products. The charges depend on the weight of the package and vary from $20 for a .5 kg package to $161.60 for a 30 kg package. On average, customers receive their orders in Japan within five business days of order payment confirmation.

We require payment for our products through InterCash accounts. An InterCash account is an individual bank account with a U.S. bank that is used to pay for product purchases and to distribute commissions. We do not extend credit to our Japanese or other distributors. Payment for product being delivered in Japan or elsewhere is required prior to shipping, all sales are paid for in U.S. dollars through an InterCash account or other arrangements.

Quest does not maintain offices outside the U.S. Quest does not have manufacturing facilities outside the U.S.

Distribution and Marketing

Both Quest and our independent distributors market our products to consumers through direct-selling techniques. Our distributors sell NeoSource products on a part-time basis to friends or associates or use the products themselves. We incentivize our independent distributors through a combination of quality products, product support and financial benefits. The financial benefits include retail commissions, rebates and group development bonuses.

All product sales are packaged for delivery by our shipping agent, Nippon Express, in El Segundo, California. Products sold in Japan are shipped with Nippon Express as described above. Products sold domestically are sent via Federal Express from the same Nippon Express warehouse. Nippon Express maintains a secure storage facility for our products in El Segundo. On average, customers receive their orders in Japan or the U.S. within five business days of order payment confirmation.

As of December 31, 2002, we had 124 distributors, 18 of these distributors were in the U.S. and 106 of the distributors were in Japan. On that date we also had 204 members who buy product from us but who do not act as distributors. Distributors buy product at wholesale prices mainly for resale. Our members are able to buy product at a discount from retail prices and the products purchased by members are not intended for resale. One may become a Quest distributor by applying to Quest under the sponsorship of someone who is already a distributor, paying an $80 enrollment fee, providing an email address for communications purposes and establishing an InterCash account in the U.S.

Compensation of Distributors

Our distributors are entitled to the following compensation:

- Retail Profit: Distributors may purchase products from us at wholesale prices (a discount of approximately 30% from suggested retail price), and sell them to their customers at a retail price. Distributors may establish their own retail prices.

- Service Bonus: If a customer who is not a distributor or member purchases directly from us, we pay the referring distributor a Service Bonus. The bonus is the difference between the retail price the customer paid and the wholesale price.

- Group Development Bonus: Distributors in a distributor group receive a 5 - 15% Group Development Bonus based on the volume of products sold by their distributor group. A distributor group includes a distributor and his or her sponsored distributors who have not yet sold $6,000 in cumulative group volume (a "Distributor Group"). Sponsored distributors include

a distributor who is first sponsored to become a distributor by the sponsoring distributor and all distributors who are down line from the sponsored distributor.

For example, if Jane was a distributor and she sponsored John who becomes a distributor and John sponsors Joe who becomes a distributor and Joe sponsors Sam who becomes a distributor then Jane's Distributor Group includes Jane, John, Joe and Sam. If Joe and the distributors down line from Joe subsequently sell $6,000 in cumulative group volume then Jane's Distributor Group would no longer include Joe, Sam or any other distributors who are down line from Joe.

- Producer Bonus: Distributors in a Distributor Group can earn up to an additional 5% Producer Bonus on the revenue generated by their Distributor Group when the aggregate sales volume of the Distributor Group exceeds $5,000 in one month.

- Leadership Override Bonus: Distributors become a "Leader" after their Distributor Group generates over $6,000 in cumulative group revenues and the Leader becomes eligible to earn Leadership Override Bonuses. Leadership Override Bonuses are not paid on the Leader's Distributor Group sales like the Group Development Bonus. Rather, Leadership Override Bonuses of 5% are paid only on the group volume of Leaders who are not more than six levels down line from a distributor who is also a Leader.

  For example, if Jane was a Leader and she sponsored John who becomes a Leader and John sponsors Joe who becomes a Leader and Joe sponsors Sam who becomes a Leader and Sam sponsors Jill who becomes a Leader and Jill sponsors Mary who becomes a Leader and Mary sponsors Martha who becomes a Leader and Martha sponsors Cindy who becomes a Leader then Jane would be entitled to a Leadership Override Bonus based on the group sales volume of John, Joe, Sam, Jill, Mary and Martha. Jane would not be entitled to a Leadership Override Bonus from sales of Cindy because Cindy is more than six levels down line from Jane. In addition and unlike the Group Development Bonus, only sales of the Leaders (and not the Distributor Groups of the Leaders) are taken into consideration when calculating the Leadership Override Bonus.

Information Systems

We use Infotrax to assist us with our information systems, including order processing, commission payments, Web hosting and other back office data management. Infotrax markets itself as a company providing technology solutions to the direct marketing industry. Either party may terminate the relationship on not more than 90 day notice. While InfoTrax is the only service provider that we have used for assistance with our information systems, we have the option to use other service providers. We believe that there are many service providers with whom we could contract to provide back office support and otherwise assist us in managing our information systems.

Our Web Site

We maintain a Web site at www.questgrp.net. Our Web site is mainly for information purposes, although we expect to generate some revenues from product orders through our Web site as well as by phone and facsimile.

Manufacturing

NeoSource products are manufactured for Quest exclusively by Perfect Source. The time between Quest placing an order for NeoSource products and delivery of those products from Perfect Source has averaged between two and four weeks. While Perfect Source is the only vendor that we have used for production of our NeoSource product, we have the option to use other manufacturers. We believe that there are many manufacturers with whom we could contract to produce NeoSource products.

Source and Availability of Raw Materials

Raw materials used in the manufacture of our NeoSoure products are available from a number of suppliers. To date, we have not experienced difficulty in obtaining adequate sources of supply. Although there can be no assurance we will be successful in locating raw materials in the future, we believe it is unlikely that we will have difficulty obtaining sufficient supply in the future.

Trademarks and Trade Names

We have filed trademark applications with the U.S. Patent and Trademark Office for the NeoPack, NeoGuard, NeoSpring, NeoSlim, NeoBalance, NeoSource and NeoGuard Chewable names. These trademarks are pending and have not been issued.

Regulation

FDA regulations relating specifically to foods for human use are set forth in Title 21 of the Code of Federal Regulations. These regulations include basic food labeling requirements and Good Manufacturing Practices ("GMPs") for foods. Detailed dietary supplement GMPs have been proposed; however, no regulations establishing such GMPs have been adopted that relate to the NeoSource products. Additional regulations to implement the specific DSHEA (defined below) requirements for dietary supplement labeling have also been proposed, and final regulations may be implemented over a period of time upon final publication.

While our NeoSource products are not presently required to be submitted to the Food and Drug Administration ("FDA") or any other regulatory agency for approval, the manufacturing, packaging, labeling, advertising, distribution and sale of our NeoSource products is subject to regulation by the Food and Drug Administration ("FDA") which regulates our products under the Federal Food, Drug and Cosmetic Act ("FDCA") and regulations promulgated thereunder. The FDCA defines the terms "food" and "dietary supplement" and sets forth various conditions that unless complied with may constitute adulteration or misbranding of such products. The FDCA has been amended several times with respect to dietary supplements, most recently by the Nutrition Labeling and Education Act of 1990 (the "NLEA") and the Dietary Supplement Health and Education Act of 1994 (the "DSHEA").

Compliance with manufacturing, packaging and labeling is done by our third-party manufacturer and packager. We are careful to have our product labels appropriately reviewed to help assure that the labels on our products comply with all applicable laws, rules and regulations. We do not inspect our product prior to shipment, however, the product is inspected and tested several times at different stages in the manufacturing process by our manufacturer, Perfect Source. In addition, Nippon Express inspects the product for damage upon receipt from Perfect Source and also inspects each box that is shipped to assure that they are packaged safely and the product is not damaged. As part of the our review and quality control efforts, we have received written representations from our manufacturer, Perfect Source, that the products, including product labeling requirements, comply with all CFR, NLEA and DSHEA regulations.

Compliance with manufacturing and packaging is done by our third-party manufacturer and packager. We are careful to have our product labels appropriately reviewed to help assure that the labels on our products comply with all applicable laws, rules and regulations.

Our products are also regulated by the Federal Trade Commission ("FTC"), the Consumer Product Safety Commission ("CPSC"), the United States Department of Agriculture ("USDA") and the Environmental Protection Agency ("EPA"). Our activities, including our multi-level distribution activities, are also regulated by various agencies of the states, localities and foreign countries in which our products are sold.

In the future, we may be subject to additional laws or regulations administered by the FDA or other federal, state, local or foreign regulatory authorities, the repeal or amendment of laws or regulations which we consider favorable and/or more stringent interpretations of current laws or regulations. We can neither predict the nature of such future laws, regulations, interpretations or applications, nor what effect additional governmental regulations or administrative orders, when and if promulgated, would have on its business. They could, however, require reformulation of certain products to meet new standards, recall or discontinuance of certain products not able to be reformulated, imposition of additional record-keeping requirements, expanded documentation of the properties of certain products, expanded or altered labeling and/or scientific substantiation. Any or all such requirements could have a material adverse effect on our results of operations, liquidity and financial position.

We believe that we are in compliance with all laws and governmental regulations that are applicable to our company.

Competition

We are engaged in a highly competitive business and are competing directly with companies that have longer operating histories, more experience, substantially greater financial resources, greater size, more substantial marketing organizations, and established distribution channels that are better situated in the market than us. We compete in the nutritional industry against

companies, which sell through retail stores as well as against other direct selling companies. For example, we compete against manufacturers and retailers of nutritional which are distributed through supermarkets, drug stores, health food stores, discount stores, etc. In addition to competition form these manufacturers and retailers, we competes for product sales and independent distributors with many other direct sales companies, including Shaklee, NuSkin, Unicity, Amway and Nature's Sunshine. We believe that the principal methods of competition in the direct sales marketing of nutritional products are quality, price and brand name. In addition, the recruitment, training, travel and financial incentives for the independent sales force are important factors. We believe that our products compete strongly in quality and price, but that our brand name is not well recognized in the industry at this time. We also believe that our financial incentives for our independent sales force is competitive with the financial incentives offered by our competitors. No assurance can be given that we will be successful in competing in this industry.

Research and Development

To date, we have not conducted research and development activities as understood using generally accepted accounting principles. Rather, we identified the types of products and ingredients that we would like to produce. Perfect Source, our manufacturer, then completed the development of the products to our specifications. We believe that there are many manufacturers with whom we could contract to produce our NeoSource products. We did not spend any funds on research and development activities during the past two fiscal years.

Dependence Upon Customers and Distributors

No single customer or distributor has been or is expected to be responsible for ten percent or more of our revenues in any given quarterly period. However, we believe that we have a core group of between six and eight distributors who significantly influence and motivate our other distributors. Our core distributors are not compensated any differently than our other distributors and participate in the same contractual arrangement with Quest as our other distributors. We do not offer distributorships for a fee and, to our knowledge, none of our distributors offer distributorships for a fee. In the future we may, however, modify our business strategy and have more than one compensation arrangements in place for our distributors. The loss of any of our core distributors would likely result in the loss of additional distributors and could have a material adverse affect on our revenues and operations. We have no arrangements in place whereby our distributors are required to continue working with Quest.

Backlog

Orders for our products are typically shipped within one business day after receipt of an order. As a result, there is no significant backlog at any time.

Employees

As of December 31, 2002, we employed two people who work for us on a full time basis and one person who works for us on a part-time basis. We believe that our relations with our employees are satisfactory.

DESCRIPTION OF PROPERTY

Our principal offices are located at 826 North 100 East, #7, Spanish Fork, Utah 84660, under terms of a lease with Barbara Nagel, an unaffiliated lessor. Our initial lease expired in August 2002. We are currently leasing the property on a month-to-month basis. We are paying approximately $1,800 per month for approximately 2,200 square feet of space. We believe that this office space will be adequate to meet the needs of current and expected growth during the next twelve months. If our lease was terminated, we believe that comparable office space is readily available at similar prices.

MANAGEMENT'S DISCUSSION AND ANALYSIS OR PLAN OF OPERATION

The following discussion and analysis provides information which management believes is relevant to an assessment and understanding of the Company's condensed results of operations and financial condition. The discussion should be read in conjunction with the consolidated financial statements and accompanying notes.

Plan of Operation

Should we receive the minimum offering of $100,000, we will realize net proceeds of $77,500. This amount will enable us to implement our marketing and advertising program. We anticipate that with the minimum offering amount and anticipated future sales, we can continue our operations for a period of twelve months. There can be no assurance that we have accurately forecasted future sales. Should we receive the maximum amount of the offering, we will realize net proceeds of $177,500. This amount will enable us to further expand our marketing

and advertising program. We anticipate that with the maximum offering amount and anticipated future sales, we can continue our operations for a period of twelve months.

Upon receipt of the proceeds of this offering, we will initiate our marketing and advertising plan by completing and publishing our advertising materials, enhancing the information and features of the Web site, offering Member referral incentives and deploying a distributor training program.

We believe we have accurately estimated our needs for the next twelve months based on receiving both the minimum and maximum amount of the offering. It is possible that we may need additional funds if our sales revenues are less than anticipated or our costs are higher than estimated. At present, we have no current need or commitments for any capital expenditures. We have not reserved sufficient working capital to cover any unexpected expenses.

If we are unable to raise the minimum offering amount, it will be necessary for us to find additional funding in order to implement our operating plan. In this event, we may seek additional financing in the form of loans or sales of our stock and there is no assurance that we will be able to obtain financing on favorable terms or at all or that we will find qualified purchasers for the sale of any stock.

Management's Discussion and Analysis

Years Ended September 30, 2002 and 2001

We were organized on August 14, 2001 so the following discussion of the fiscal year ended September 30, 2001 relates to activities conducted by us between August 14, 2001 and September 30, 2001.

During the fiscal year ended September 30, 2002 we had net sales of $480,231and our cost of goods sold was $130,515. Approximately 94% of these revenues were generated from purchasers in Japan and the remaining revenues were generated from purchasers in the U.S. Our 2002 revenues were approximately comprised of the following components:

Sales of product sets	$179,144
Sales of individual products	217,235
Sales of NeoGuard Chewable	35,475
Revenues from distributors' enrollment fees, which includes kits	12,600
Shipping and handling fees	30,925
Miscellaneous	4,852

We had no revenues during the year ended September 30, 2001 during which time we were organizing the manufacture and distribution of product and the operations of our company.

During the fiscal year ended September 30, 2002 our general and administrative expenses were $535,045 compared to $48,192 for the prior fiscal year. Our 2002 general and administrative expenses were approximately comprised of the following components:

Commissions	$110,720
Salaries and Wages	137,433
Contract Labor	10,077
Fee Payment Expense	60,000
Professional Fees	90,024
Travel	34,580
Rent	21,540
Bank Service charges	9,628
Payroll taxes and fees	16,878
Misc.	44,165

Our 2001 general and administrative expenses were approximately comprised of the following components:

Office set up	$3,000
Software Development	4,500
Consulting Fees	30,000
Salaries and Wages	5,000
Misc.	5,500

During the two prior fiscal years we did not conduct research and development activities. Rather, we identified the types of products and ingredients that we would like to produce. Perfect Source, our manufacturer, then completed the development of the products to our specifications. We are charged for the product purchased, but are not charged for research and development fees incurred by Perfect Source for their work in creating products utilizing the specified ingredients. We believe that there are many manufacturers with whom we could contract to produce our NeoSource products. We expect this type of arrangement to continue in the future and do not expect to incur costs relating to research and development.

During the fiscal year ended September 30, 2002 our interest expenses was $10,244. This expense was comprised primarily of interest on outstanding revolving loans. During the fiscal year ended September 30, 2001 our interest expense was $205.

Three Months Ended December 31, 2002 and 2001

During the three months ended December 31, 2002 we had net sales of $191,302 our cost of goods sold was $49,549. Approximately 94% of these revenues were generated from purchasers in Japan and the remaining revenues were generated from purchasers in the U.S. During this period our revenues were approximately comprised of the following components:

Sales of product sets	$70,050
Sales of individual products	87,214
Sales of NeoGuard Chewable	12,467
Revenues from distributors' enrollment fees, which includes kits	3,702
Shipping and handling fees	17,869

During the three months ended December 31, 2001 we had net sales of $75,789 our cost of goods sold was $17,512. During this period our revenues were approximately comprised of the following components:

Sales of product sets	$19,646
Sales of individual products	44,002
Sales of NeoGuard Chewable	7,139
Revenues from distributors' enrollment fees, which includes kits	2,370
Shipping and handling fees	2,632

During the three months ended December 31, 2002 our general and administrative expenses were $140,117. During this period our general and administrative expenses were approximately comprised of the following components:

Commissions	$55,015
Salaries and Wages	28,863
Contract Labor	6,432
Fee Payment Expense	15,000
Professional Fees	12,109
Rent	7,425
Bank Service charges	3,937
Payroll taxes and fees	4,129
Miscellaneous	7,207

During the three months ended December 31, 2001 our general and administrative expenses were $155,374. During this period our general and administrative expenses were approximately comprised of the following components:

Commissions	$15,422
Salaries and Wages	25,230
Contract Labor	43,479
Fee Payment Expense	15,000
Professional Fees	10,927
Travel	8,439
Rent	7,180
Bank Service charges	1,347
Payroll taxes and fees	3,925
Miscellaneous	24,425

During the three months ended December 31, 2002 our interest expenses was $2,757 compared to $938 for the comparable period from the prior year. These expenses were comprised primarily of interest on outstanding revolving loans.

Liquidity and Capital Resources

We realized a net loss of $195,573 during our fiscal year ended September 30, 2002 and a net loss of $1,121 for the three months ended December 31, 2002. We have not established profitable operations. These factors raise substantial doubts about our ability to continue as a going concern.

To date, we have financed our operations principally through funds borrowed under revolving loan arrangements, private placements of equity securities and product sales. Specifically, during the fiscal year ended September 30, 2002, we generated $78,000 in net cash proceeds from financing activities and used $81,967 in net cash proceeds in operating activities. During the three months ended December 31, 2002, we generated $19,280 in net cash proceeds from operating activities and had no cash flows from investing or financing activities. As of December 31, 2002we had $40,460 in cash, $76,926 in current assets, $60,841 in current liabilities and working capital of $16,085. At December 31, 2002, we had not committed to spend any material funds on capital expenditures.

In October 2001 and February 2002, Quest entered into Revolving Loan and Security Agreements (the "McKinley Revolving Loans") with McKinley Enterprises Inc. Profit Sharing Plan and Trust ("McKinley"). Under the terms of the agreements, McKinley agreed to make periodic loans to Quest in an aggregate principal amount at any one time outstanding not to exceed $103,000. As of December 31, 2002, the principal amount of $103,000 was owing under the McKinley Revolving Loans. All amounts lent were evidenced by promissory notes that bear interest at the rate of percent (10%) per annum. Principal and accrued interest are due and payable in a single balloon payment on September 18, 2004.

In September 2001, Quest entered into Revolving Loan and Security Agreement (the "Bateman Revolving Loan") with Bateman Dynasty, LC, a Utah limited liability company ("Bateman") and a stockholder of Quest. Under the terms of the agreement, Bateman lent Quest the approximately $50,000. This amount was subsequently repaid with interest at the rate of ten percent per annum. As additional consideration to lend the funds, Bateman (i) is entitled to quarterly payments equal to two percent of net sales in perpetuity during periods where Quest has pre-tax income in excess of $20,000 and Quest is not indebted under its current loan arrangements and (ii) is entitled to payments in perpetuity equal to (a) $5,000 per month which payment is due only when monthly net sales exceeds $100,000, (b) $10,000 per month in any month in which net sales exceed $200,000, and (c) $20,000 per month in any month in which net sales exceed $1,000,000. The effect of this arrangement will be to increase our costs in perpetuity by the stated amounts. Quest entered into this type of arrangement because, at the time, these were the best terms that it was able to negotiate for such capital.

The Company's working capital and other capital requirements for the foreseeable future will vary based upon a number of factors, including the amount we spend on our sales and marketing activities and the level of our sales. If we raise the minimum offering we will implement our marketing and advertising program. If we raise the maximum offering amount, this will enable us to further expand our marketing and advertising program. We anticipate that if either the minimum or maximum offering amounts are raised those amounts together with anticipated future sales will allow us to continue our operations for a period of at least twelve months. There can be no assurance that we have accurately forecasted future sales. If we do not raise minimum amount in this offering we will need to locate additional sources of funds to continue operations. There are no contractual arrangements in place that would provide us with additional funding and there can be no assurance that we will be able to obtain additional funding on commercially reasonable terms or at all.

Employees

We do not anticipate any significant change in the number of employees in the next twelve months.

DIRECTORS, EXECUTIVE OFFICERS, PROMOTERS AND CONTROL PERSONS

Set forth below is certain information concerning our directors and

executive officers as of December 31, 2002.

Name	Age	Position	With the Company Since
Craig Davis	43	President and Director	2001
Teresa Fackrell	30	Vice President, Secretary, Treasurer and Director	2001
Brenda Hall	33	Director	2001

Craig Davis. Mr. Davis is our president and a director. He has been a director and officer since August 2001 and his term as a director expires at the next annual meeting of stockholders. Mr. Davis has been involved in the direct sales business for approximately thirteen years as a corporate executive or industry consultant. Mr. Davis has experience in the marketing and selling of nutritional products. Mr. Davis does not have prior experience in research and development activities for nutritional products. From 1996 to 1998, Mr. Davis was the Executive Vice President of Global Connections, a private company, and his duties included information systems, warehousing, inventory and customer service oversight. Global Connections' principal business involved procuring overstocked and discontinued products and selling them to independent distributors and customers at discount prices. While Mr. Davis does not have personal knowledge of the details, it is his understanding that Global Connections went through some kind of reorganization with another company and is no longer conducting business under the Global Connection name. From 1998 to 1999 Mr. Davis was the Director of support services for Nu Skin Enterprises, Inc., a public company, and his duties involved management of ISP and telecommunications service centers. Nu Skin Enterprises, Inc. is a multinational direct sales company. Nu Skin Enterprises, Inc. was Founded in 1984 and has expanded into more than 30 markets worldwide with products being sold one-to-one by over 500,000 active distributors through three fully owned subsidiaries, Nu Skin, Pharmanex and Big Planet. Nu Skin distributes personal care products with an emphasis on skin care. Pharmanex distributes nutritional products. Big Planet provides Internet and Web page hosting service, mobile phone and voice mail service and web mail service. From 1999 to 2001 Mr. Davis was the Chief Operating Officer of One World Online.com, a public company, and his duties involved product development and purchasing, information systems, customer support and human resources oversight. One World Online provided its members Internet and Web page hosting service, miscellaneous discount merchandise and purchase incentives on the Internet. One World Online ceased to conduct business in 2001. Prior to 1996 Mr. Davis work as either an executive or consultant for Neways, Enrich International, 2021 Software and others. His range of experience includes product development and marketing, international business development and operations. Mr. Davis is not engaged in consulting work or providing other services to his prior employers.

Teresa Fackrell. Ms. Fackrell is our vice president, secretary, treasurer and a director. She has been a officer since August 2001, a director since May 2002 and her term as a director expires at the next annual meeting of stockholders. Ms. Fackrell has been employed by several direct sales companies during the past ten years in a wide range of management and operations assignments for established public companies and a operations consultant for start-up companies. She has experience in the marketing and selling of nutritional products. Ms. Fackrell does not have prior experience in research and development activities for nutritional products. Her prior assignments

include, director of Business Operations for Global Connections from 1995 to 1998 and her duties included management of customer service and data processing. Ms. Fackrell acted as Director of Business Operations for Big Planet from 1998 to 2000 and her duties included management of business processes and data processing. Ms. Fackrell acted as Director of Business Operations for One World Online.com from 2000 to 2001 and her duties included management of business processes and data processing. Ms. Fackrell is not engaged in consulting work or providing other services to her prior employers.

Brenda Hall. Ms. Hall has been a director since August 2001 and her term as a director expires in 2002. For the past five years Ms. Hall has been principally employed as the president of Dassity, Inc., a private company. Dassity, Inc. provides bookkeeping, accounting and other services. Ms. Hall's duties at Dassity, Inc. include bookkeeping and accounting services. She does not have prior experience in the nutritional products industry.

The executive officers are elected by the board of directors on an annual basis and serve at the discretion of the board.

EXECUTIVE COMPENSATION

The table below set forth certain information concerning compensation we paid to our president (chief executive officer) and all other executive officers with annual compensation in excess of $100,000, determined for the year ended September 30, 2001 (the "Named Executive Officers").

Summary Compensation Table. The following table provides certain information regarding compensation paid to the Named Executive Officers.

<TABLE>
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SUMMARY COMPENSATION TABLE

		Annual Compensation			Awards		Payouts	
Name and Principal Position	Year	Salary ($)	Bonus ($)	Other Annual Compensation($)	Restricted Stock Awards ($)	Stock Options/ SAR(#)	LTIP Payouts($)	All Other Compensation ($)
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Craig Davis, President and Director	2001	5,000 (1)	---	---	---	---	---	---
	2002	60,000	---	---	---	---	---	---

</TABLE>

(1) Quest was incorporated in August 2001. This amount represents salary paid from August 2001 through September 30, 2001. During this period Mr. Davis was entitled to an additional payment of $5,000, which amount has not been paid and has been accrued by Quest.

Compensation of Directors

We paid no cash fees or other consideration to our directors for service as directors during the last two fiscal years. We have made no agreements regarding future compensation of directors. All directors are entitled to reimbursement for reasonable expenses incurred in the performance of their duties as members of the board of directors.

Employment Agreement

We have entered into an employment agreement with Craig Davis for a term expiring in September 2003, subject to automatic renewal for successive one year periods unless notice of termination of given by either party within thirty days of the expiration of the then current term. His employment agreement provides that he shall receive (i) an annual salary of $60,000, (ii) increases in his annual salary if and when Quest reaches targeted sales amounts, (iii) bonuses in an amount equal to 1.2% of monthly net sales, provided that Quest has monthly pre-tax monthly income in excess of $10,000 and Quest is not indebted under its current loan arrangements, and (iv) may participate in other benefits offered to Quest employee's generally. The employment agreement also provides for a six-month non-compete.

Indemnification for Securities Act Liabilities

Nevada law authorizes, and our Bylaws and Certificate of Incorporation provide for, indemnification of our directors and officers against claims, liabilities, amounts paid in settlement and expenses in a variety of circumstances. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted for directors, officers and controlling persons pursuant to the foregoing, or otherwise, we have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable.

Compensation Committee Interlocks and Insider Participation

None of our executive officers serve on our compensation committee (or in a like capacity) or on the compensation committees of any other entity.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

In October 2001, Quest entered into a Revolving Loan and Security Agreement with Craig Davis, Quest's president and a director. Under the terms of the agreement, from October 2001 through April 30, 2002 Mr. Davis agreed to make periodic loans to Quest in an aggregate principal amount at any one time

outstanding not to exceed $100,000. Quest did not draw down any funds under this loan. As additional consideration to lend the funds if drawn upon by Quest, Mr. Davis received 1,000,000 shares of common stock pursuant to the revolving loan arrangement.

In October 2001 and February 2002, Quest entered into Revolving Loan and Security Agreements (the "McKinley Revolving Loans") with McKinley Enterprises Inc. Profit Sharing Plan and Trust ("McKinley"). The trustee and participant of McKinley is David Nemelka. Mr. Nemelka is a business acquaintance of both Mr. Davis and Ms. Hall. Due in part to this relationship, McKinley entered into the McKinley Revolving Loans and McKinley's relationship to Quest is that of a lender. Under the terms of the agreements, McKinley agreed to make periodic loans to Quest in an aggregate principal amount at any one time outstanding not to exceed $103,000. As of December 31, 2002, the principal amount of $103,000 was owing under the McKinley Revolving Loans. All amounts lent were evidenced by promissory notes that bear interest at the rate of percent (10%) per annum. Principal and accrued interest are due and payable in a single balloon payment on September 18, 2004.

In September 2001, Quest entered into Revolving Loan and Security Agreement (the "Bateman Revolving Loan") with Bateman Dynasty, LC, a Utah limited liability company ("Bateman") and a stockholder of Quest. Under the terms of the agreement, Bateman lent Quest the approximately $50,000. This

amount was subsequently repaid with interest at the rate of ten percent per annum. As additional consideration to lend the funds, Bateman (i) is entitled to quarterly payments equal to two percent of net sales in perpetuity during periods where Quest has pre-tax income in excess of $20,000 and Quest is not indebted under its current loan arrangements and (ii) is entitled to payments in perpetuity equal to (a) $5,000 per month which payment is due only when monthly net sales exceeds $100,000, (b) $10,000 per month in any month in which net sales exceed $200,000, and (c) $20,000 per month in any month in which net sales exceed $1,000,000.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

Common Stock

Except as otherwise notes, the following table sets forth certain information with respect to the beneficial ownership of our common stock as of December 31, 2002, for: (i) each person who is known by us to beneficially own more than five percent of the our common stock, (ii) each of our directors, (iii) our Named Executive Officer, and (iv) all directors and executive officers as a group. As of December 31, 2002, we had 10,000,000 shares of common stock outstanding.

<TABLE>
<CAPTION>

Name and Address of Beneficial Owner (1)	Common Shares Beneficially Owned	% of Total Common Before Offering	% of Total Common After Minimum Offering (2)	% of Total Common After Maximum Offering (2)	% of Total Voting Power (3)	Position
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Craig A. Davis (4)	2,000,000	20%	19.8%	19.2%	32.2%	President & Director
Teresa Fackrell	1,000,000	10%	9.9%	9.6%	.9%	Secretary, Treasurer & Director
Brenda Hall	--	--	--	--	--	Director
Executive Officers and Directors as a Group (three persons)	3,000,000	30%	29.7%	28.8%	33.1%	
Bateman Dynasty, LC (5) 1065 W. 1150 S., Provo, Utah 84601	5,000,000	50%	49.5%	48.1%	64.9%	
Quest for the Gift of Life Foundation (6) 6375 S. Highland Dr. SLC, UT 84121	2,000,000	20%	19.8%	19.2%	1.8%	

</TABLE>
(1) Except where otherwise indicated, the address of the beneficial owner is deemed to be the same address as our address.
(2) Assumes that none of the present stockholders purchase additional shares in this offering.
(3) Percentages assume sale of maximum offering. The percentages also reflect all common and preferred stock beneficially owned by the holders.
(4) Does not include 334,000 shares of preferred stock that are held by Mr. Davis.
(5) These shares are owned by Bateman Dynasty, LC, a private limited liability company owned by the Bateman Dynasty Trust, of which Brenda M. Hall is the trustee and Mr. Lynn Bateman's grandchildren are the beneficiaries. Mr. Bateman is the sole manager of the Bateman Dynasty, LC which is deemed to have sole voting and dispositive powers with respect to these shares. Does not include 666,000 shares of preferred stock that are held by Bateman Dynasty, LC.
(6) The members of the Board of Trustees of the Quest for the Gift of Life Foundation are Jeannene Barham, Lisa Hawthorne, William Davidson and Cody Winterton and its officers are Jeannene Barham, Lisa Hawthorne and William Davidson. We understand that the Foundation primarily focuses on tissue and organ transplant matters. The Foundation is not affiliated with Quest.

Preferred Stock

We currently have issued and outstanding 1,000,000 shares of preferred stock. Mr. Davis owns 334,000 of these shares, which comprises approximately 33% of our outstanding preferred stock. Bateman Dynasty, LC owns 666,000 of these shares, which comprises approximately 67% of our outstanding preferred stock. The preferred stock is convertible into common stock on a one-for-two basis.

Changes in Control

We are not aware of any arrangements which may, at a subsequent date, result in a change in control of our company.

Lock-in of Outstanding Common and Preferred Stock

In connection with this registration statement, the Utah Department of Commerce, Division of Securities (the "Division"), has required that the 10,000,000 shares of common stock and 1,000,000 shares of preferred stock that were outstanding prior to the offering described in this Prospectus (individually and collectively, the "Promotional Shares") be subject to lock-in arrangements. The principal terms of the lock-in arrangements are as follows.

All of the Promotional Shares are initially subject to lock-in arrangements whereby no Promotional Shares or interest in Promotional Shares can initially be transferred. Subject to limited exceptions, the Promotional Shares become transferable as follow:

Beginning two years from the date of completion of this offering, two and one-half percent (2 1/2%) of the Promotional Shares may be released each quarter pro rata among the holders. All remaining Promotional Shares shall be released from escrow on the fourth anniversary from the date of completion of this offering; or Upon termination of this offering, if no securities are sold or if all of the gross proceeds that were received have been returned to investors; or In the event the Promotional Shares become "covered securities" as defined in Section 18(b)(1) of the Securities Act of 1933; or Upon approval by the Division.

In the event of a dissolution, liquidation, merger, consolidation, reorganization, sale or exchange of the Company's assets or securities (a "Distribution") while the lock-in agreement is in effect, the holders of the Promotional Shares agree:

That all holders of the Company's equity securities will initially share on a pro rata, per share basis in the Distribution, in proportion to the amount of cash or other consideration that they paid per share for the equity securities until the shareholder who purchased the Company's equity securities in this offering have received, or had had irrevocably set aside for them, an amount that is equal to one-hundred percent (100%) of the public offering's price per share times the number of shares of equity securities that they purchased in this offering and which they still hold at the time of the distribution, adjusted for stock splits, stock dividends, recapitalizations and the like; After a Distribution, all holders of the Company's equity securities shall thereafter participate on an equal, per share basis times the number of shares of equity securities they held at the time of the Distribution, adjusted for stock splits, stock dividends, recapitalizations and the like; and A distribution may proceed on lesser terms and conditions than the terms and conditions stated above,

if a majority of the Company's equity securities that are not held by promoters or their associates or affiliates vote, or consent by consent procedures, to approve the lesser terms and conditions at a special meeting called for that specific purpose.

DESCRIPTION OF SECURITIES

Our authorized capital stock currently consists of 50,000,000 shares of common stock, $.001 par value per share; and 5,000,000 shares of preferred stock, $.001 par value per share, of which 1,000,000 shares have been designated as Series A Preferred Stock. The following descriptions are a summary and qualified in their entirety by the provisions of our Articles of Incorporation and by the provisions of Nevada General Corporation Law.

Common Stock

As of the date of this prospectus, we had 10,000,000 shares of common stock outstanding. Except as otherwise required by applicable law, all voting rights are vested in and exercised by the holders of the common stock and outstanding preferred stock, voting as a single group, with each share of common stock being entitled to one (1) vote and each of preferred stock being entitled to one hundred (100) votes. The preferred stockholders have the ability to cast 100,000,000 of the votes entitled to vote at a meeting or other action of the stockholders. Mainly as a result of their preferred stock ownership, after completion of this offering Mr. Craig Davis will direct approximately 32% of the voting control of Quest and Bateman Dynasty, LC will direct approximately 65% of the voting control of Quest. As a result, the preferred stockholders effectively have voting control of Quest with respect to all matters submitted to the vote of the stockholders.

In the event of liquidation, holders of common stock and outstanding preferred stock are entitled to share ratably in the distribution of assets remaining after payment of liabilities, if any. Holders of common stock have no cumulative voting rights. Holders of common stock have no preemptive or other rights to subscribe for shares. Holders of common stock are entitled to such dividends as may be declared by the board of directors out of funds legally available therefor.

Series A Preferred Stock

In November 2001, Quest issued 334,000 shares of preferred stock to Craig Davis, our president and a director, and 666,000 shares of preferred stock to Bateman Dynasty, LC. Except as otherwise required by applicable law, all voting rights are vested in and exercised by the holders of the common stock and preferred stock, voting as a single group, with each share of common stock being entitled to one (1) vote and each of preferred stock being entitled to one hundred (100) votes. After completion of this offering, Mr. Craig Davis will direct approximately 32% of the voting control of Quest and Bateman Dynasty, LC will direct approximately 65% of the voting control of Quest. Holders of the preferred stock have no cumulative voting rights. The concentration of voting control in the preferred stock may have the effect of impeding a non-negotiated change in control which result may or may not benefit stockholders. In addition, stockholders may be disadvantaged in the event matters are put to the stockholders for approval and the interests of the holder(s) of the preferred stock are not similar to the interests of the stockholders generally.

The preferred stock is convertible into common stock, in full or in part, at the election of the holders of the preferred stock. The preferred stock is convertible on one-for-two basis. If all of our outstanding common was converted into common stock it would result in the issuance of 2,000,000 shares of common stock and the cancellation of 1,000,000 shares of preferred stock.

The holders of the preferred stock have no preemptive rights with respect to any shares of capital stock of Quest or any other securities of Quest convertible into or carrying rights or options to purchase any such shares. The preferred stock is not subject to any sinking fund or other obligations of Quest to redeem or retire the preferred stock. No dividends are payable or accrue on the preferred stock.

In the event of liquidation, holders of common stock and outstanding preferred stock are entitled to share ratably in the distribution of assets remaining after payment of liabilities, if any.

Blank Check Preferred Stock

In addition to our outstanding preferred stock, our board of directors is empowered, without further action by stockholders, to issue from time to time one or more series of preferred stock, with such designations, rights, preferences and limitations as the board of directors may determine by

resolution. The rights, preferences and limitations of separate series of preferred stock may differ with respect to such matters among such series as may be determined by the board of directors, including, without limitation, the rate of dividends, method and nature of payment of dividends, terms of redemption, amounts payable on liquidation, sinking fund provisions (if any), conversion rights (if any) and voting rights. Certain issuances of preferred stock may have the effect of delaying or preventing a change in control of our company that some stockholders may believe is not in their interest.

Transfer Agent and Registrar

Pacific Stock Transfer Company, 500 E. Warm Springs Road, Suite 240, Las Vegas, NV 89119, is our stock transfer agent.

Penny Stock Rules

It is likely our stock will become subject to the penny stock rules which impose significant restrictions on the Broker-Dealers and may affect the resale of our stock. A penny stock is generally a stock that:

- is not listed on a national securities exchange or Nasdaq,
- is listed in "pink sheets" or on the NASD OTC Bulletin Board,
- has a price per share of less than $5.00, and
- is issued by a company with net tangible assets less than $5 million.

The penny stock trading rules impose additional duties and responsibilities upon broker-dealers and salespersons effecting purchase and sale transactions in common stock and other equity securities, including:

- determination of the purchaser's investment suitability,
- delivery of certain information and disclosures to the purchaser, and
- receipt of a specific purchase agreement from the purchaser prior to effecting the purchase transaction.

Many broker-dealers will not effect transactions in penny stocks, except on an unsolicited basis, in order to avoid compliance with the penny stock trading rules. In the event our common stock becomes subject to the penny stock trading rules,

- such rules may materially limit or restrict the ability to resell our common stock, and
- the liquidity typically associated with other publicly traded equity securities may not exist.

A market for our stock may never develop and you would not have the ability to sell your stock publicly.

PLAN OF DISTRIBUTION

We are offering a minimum of 200,000 shares and a maximum of 400,000 shares on a best efforts basis directly to the public through our officers. If we do not receive the minimum proceeds within 90 days from the date of this prospectus, unless extended by us for up to an additional 30 days, your investment will be promptly returned to you without interest and without any deductions. This offering will expire 60 days after the minimum offering is raised. We may terminate this offering prior to the expiration date.

In order to buy our shares, you must complete and execute the subscription agreement and make payment of the purchase price for each share purchased by check payable to the order of U.S. Bank N.A., Escrow Agent for Quest Group International, Inc.

Until the minimum 200,000 shares are sold, all funds will be deposited in a non-interest bearing escrow account at U.S. Bank N.A. In the event that 200,000 shares are not sold during the 90 day selling period (subject to a 30 day extension) commencing on the date of this prospectus, all funds will be promptly returned to investors. If 200,000 shares are sold, we may either continue the offering for the remainder of the selling period or close the offering at any time.

Solicitation for purchase of our shares will be made only by means of this prospectus and communications with Mr. Craig Davis, our president, who is employed to perform substantial duties unrelated to the offering, who will not receive any commission or compensation for his efforts, and who is not associated with a broker or dealer.

Mr. Davis will not register as a broker-dealer pursuant to Section 15 of the Securities Exchange Act of 1934, in reliance upon Rule 3a4-1, which sets forth those conditions under which a person associated with an issuer may participate in the offering of the issuer's securities and not be deemed to be a broker-dealer. Mr. Davis meets the conditions of Rule 3a4-1 and therefore, is not required to register as a broker-dealer pursuant to Section 15.

Mr. Davis has registered as an agent of the issuer with the Utah Department of Commerce, Division of Securities. Mr. Davis obtained the required surety bond in connection with such registration.

Our officers have no preliminary plans, intentions or arrangements to buy securities in the offering in order to reach the minimum.

We have the right to accept or reject subscriptions in whole or in part, for any reason or for no reason. All monies from rejected subscriptions will be returned immediately by us to the subscriber, without interest or deductions. Subscriptions for securities will be accepted or rejected within 48 hours after we receive them.

LEGAL PROCEEDINGS

We are not party to any legal proceedings.

LEGAL MATTERS

The validity of the common stock offered by this prospectus will be passed upon for us by Blackburn & Stoll, LC, Salt Lake City, Utah.

EXPERTS

The financial statements as of September 30, 2002 and for the year ended September 30, 2002 included in this prospectus and registration statement have been audited by Jones Simkins LLP, independent public accountants, as indicated in their reports with respect thereto, and are included herein in reliance upon the authority of said firm as experts in accounting and auditing in giving said report.

CHANGES AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

AVAILABLE INFORMATION

We have filed a Registration Statement on Form SB-2 under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the shares offered hereby. This prospectus does not contain all of the information set forth in the Registration Statement and the exhibits and schedules thereto. For further information with respect to Quest Group International, Inc. and the shares offered hereby, reference is made to the Registration Statement and the exhibits and schedules filed therewith. Statements contained in this prospectus as to the contents of any contract or any other document referred to are not necessarily complete, and in each instance reference is made to the copy of such contract or other document filed as an exhibit to the Registration Statement, each such statement being qualified in all respects by such reference. A copy of the Registration Statement, and the exhibits and schedules thereto, may be inspected without charge at the public reference facilities maintained by the Securities and Exchange Commission in Room 1024, 450 Fifth Street, N.W., Washington, D.C. and copies of all or any part of the Registration Statement may be obtained from the Commission upon payment of a prescribed fee. This information is also available from the Commission's Internet website, http://www.sec.gov.

QUEST GROUP INTERNATIONAL, INC.

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INDEPENDENT AUDITORS' REPORT

To the Stockholders' and
Board of Directors of
Quest Group International, Inc.

We have audited the accompanying balance sheets of Quest Group International, Inc., as of September 30, 2002 and 2001 and the related statements of operations, stockholders' equity, and cash flows for the year ended September 30, 2002 and period from August 14, 2001 (date of inception) to September 30, 2001. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Quest Group International, Inc., as of September 30, 2002 and 2001 and the results of its operations and its cash for the year ended September 30, 2002 and period from August 14, 2001 (date of inception) to September 30, 2001, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company has incurred a loss and has a stockholders' deficit. These conditions raise substantial doubt about its ability to continue as a going concern. Management's plans regarding those matters also are described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

JONES SIMKINS LLP
Logan, Utah
November 13, 2002

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QUEST GROUP INTERNATIONAL, INC.
BALANCE SHEETS

ASSETS	December 31, 2002 (Unaudited)	September 30, 2002 (Audited)	September 30, 2001 (Audited)
Current assets:			
<S>	<C>	<C>	<C>
Cash	$ 40,460	21,180	25,147
Accounts receivable	2,123	11,418	-
Inventories	30,343	34,441	16,181

Short-term deposits	4,000	4,000	22,967
Prepaid expenses	-	-	2,034
Total current assets	76,926	71,039	66,329
Property and equipment, net	4,776	5,027	-
Deposits	1,075	1,075	825
Total assets	$ 82,777	77,141	67,154

LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)

Current liabilities:			
Accounts payable	$ 33,913	43,630	6,164
Accrued expenses	26,928	25,454	8,387
Notes payable	-	103,000	-
Total current liabilities	60,841	172,084	14,551
Notes payable	103,000	-	-
Related party notes payable	5,027	5,027	25,000
Related party fee payment payable	80,000	65,000	5,000
Total liabilities	248,868	242,111	44,551
Commitments	-	-	-
Stockholders' equity (deficit):			
Preferred stock, $.001 par value, 5,000,000 shares authorized, 1,000,000 shares issued and outstanding in 2002 (unaudited) and 2002, and 1,000,000 shares subscribed in 2001	1,000	1,000	1,000
Common stock, $.001 par value, 50,000,000 shares authorized, 10,000,000 shares issued and outstanding in 2002 (unaudited) and 2002 and 9,000,000 in 2001	10,000	10,000	9,000
Additional paid-in capital	68,000	68,000	61,000
Accumulated deficit	(245,091)	(243,970)	(48,397)
Total stockholders' equity (deficit)	(166,091)	(164,970)	22,603
Total liabilities and stockholders' equity (deficit)	$ 82,777	77,141	67,154

See accompanying notes to financials statements.

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QUEST GROUP INTERNATIONAL, INC.
STATEMENTS OF OPERATIONS

	Three Months Ended December 31,		Year Ended September 30,	August 14, 2001 (Date of Inception) to September 30,
	2002 (Unaudited)	2001 (Unaudited)	2002 (Audited)	2001 (Audited)
<S>	<C>	<C>	<C>	<C>
Sales	$ 191,302	75,789	480,231	-
Cost of goods sold	49,549	17,512	130,515	-
Gross profit	141,753	58,277	349,716	-
General and administrative expenses	(140,117)	(155,374)	(535,045)	(48,192)
Gain (loss) from operations	1,636	(97,097)	(185,329)	(48,192)
Interest expense	(2,757)	(938)	(10,244)	(205)
Loss before income taxes	(1,121)	(98,035)	(195,573)	(48,397)
Provision for income taxes	-	-	-	-

Net loss	$ (1,121)	(98,035)	(195,573)	(48,397)
Loss per common share - basic and diluted	$ (.00)	(.01)	(.02)	(.01)
Weighted average common shares - basic and diluted	10,000,000	9,833,000	9,833,000	7,000,000

See accompanying notes to financials statements.

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QUEST GROUP INTERNATIONAL, INC.
STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)
Period from August 14, 2001 (Date of Inception) to December 31, 2002

	Preferred Stock		Common Stock		Additional Paid-In	Preferred Stock	Accumulated	
	Shares	Amount	Shares	Amount	Capital	Subscription	Deficit	Total
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Balance at August 14, 2001 (date of inception)	-	$ -	-	$ -	$ -	$ -	$ -	$ -
Issuance of common stock for cash	-	-	9,000,000	9,000	61,000	-	-	70,000
Preferred stock subscribed for cash	-	-	-	-	-	1,000	-	1,000
Net loss	-	-	-	-	-	-	(48,397)	(48,397)
Balance at September 30, 2001	-	-	9,000,000	9,000	61,000	1,000	(48,397)	22,603
Issuance of preferred stock	1,000,000	1,000	-	-	-	(1,000)	-	-
Issuance of common stock for services	-	-	1,000,000	1,000	7,000	-	-	8,000
Net loss	-	-	-	-	-	-	(195,573)	(195,573)
Balance at September 30, 2002	1,000,000	1,000	10,000,000	10,000	68,000	-	(243,970)	(164,970)
Net loss (unaudited)	-	-	-	-	-	-	(1,121)	(1,121)
Balance at December 31, 2002 (unaudited)	1,000,000	$ 1,000	10,000,000	$ 10,000	$ 68,000	$ -	$ (245,091)	$ (166,091)

See accompanying notes to financials statements.

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QUEST GROUP INTERNATIONAL, INC.
STATEMENTS OF CASH FLOWS

	Three Months Ended December 31,		Year Ended September 30,	August 14, 2001 (Date of Inception) to September 30,
	2002 (Unaudited)	2001 (Unaudited)	2002 (Audited)	2001 (Audited)
<S>	<C>	<C>	<C>	<C>
Cash flows from operating activities:				
Net loss	$ (1,121)	(98,035)	(195,573)	(48,397)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:				
Depreciation expense	251	-		
Stock compensation expense	-	8,000	8,000	-
(Increase) decrease in:				
Accounts receivable	9,295	(12,110)	(11,418)	-

Inventories	4,098	(47,032)	(18,260)	(16,181)
Short-term deposits	-	22,967	18,967	(22,967)
Prepaid expenses	-	2,034	2,034	(2,034)
Deposits	-	(250)	(250)	(825)
Increase (decrease) in:				
Accounts payable	(9,717)	37,674	37,466	6,164
Accrued expenses	1,474	3,509	17,067	8,387
Related party fee payment payable	15,000	15,000	60,000	5,000
Net cash used in operating activities	19,280	(68,243)	(81,967)	(70,853)
Cash flows from investing activities:	-	-	-	-
Cash flows from financing activities:				
Proceeds from notes payable	-	50,000	103,000	-
Proceeds from related party notes payable	-	25,000	25,000	25,000
Principal payments on related party notes payable	-	-	(50,000)	-
Preferred stock subscription	-	-	-	1,000
Issuance of common stock	-	-	-	70,000
Net cash provided by financing activities	-	75,000	78,000	96,000
Net increase (decrease) in cash	19,280	6,757	(3,967)	25,147
Cash, beginning of period	21,180	25,147	25,147	-
Cash, end of period	$ 40,460	31,904	21,180	25,147

See accompanying notes to financials statements.

</TABLE>

QUEST GROUP INTERNATIONAL, INC.
NOTES TO FINANCIAL STATEMENTS
September 30, 2002 and 2001

Note 1 - Organization and Summary of Significant Accounting Policies

Organization

Quest Group International, Inc. (the Company) was organized under the laws of the State of Nevada on August 14, 2001. The Company's business activity involves the marketing and distribution of nutritional supplements. The Company sells its products through independent distributors across the United States and in Japan.

During the period from August 14, 2001 (date of inception) through September 30, 2001, the Company was considered to be in the development stage.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all highly liquid investments with a maturity of three months or less to be cash equivalents.

Inventories

Inventories consist of purchased finished goods and are valued at the lower of cost or market using the first-in and first-out (FIFO) method.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation. Depreciation is determined using the straight-line method over the estimated useful lives of the assets. Expenditures for maintenance and repairs are expensed when incurred and betterments are capitalized. Gains and losses on sale of property and equipment are reflected in operations. All of the Company's property and equipment consists of office furniture and equipment and was purchased on September 30, 2002, therefore no depreciation expense has been recorded for the year then ended.

Short-term Deposits

Short-term deposits consist of cash deposits with the manufacturer of the Company's products. These deposits will be applied against the cost of the products upon delivery from the manufacturer.

Note 1 - Organization and Summary of Significant Accounting Policies (continued)

Income Taxes

Deferred income taxes are provided in amounts sufficient to give effect to temporary differences between financial and tax reporting, principally related to net operating loss carryforwards.

Revenue Recognition

Revenue is recognized when products are shipped, which is when title passes to independent distributors and to consumers. A reserve for product returns is accrued based on historical experience. The Company generally requires cash or credit card payment at the point of sale.

The Company has determined that no allowance for doubtful accounts is necessary. Amounts received prior to shipment and title passage to distributors are recorded as deferred revenue.

Independent distributors are able to earn financial benefits (retail commissions, rebates and group development bonuses) if certain monthly minimum sales qualifications are met. These financial benefits are recognized in the same period that the products are shipped to the independent distributors.

Enrollment fees paid by independent distributors are recognized as revenue when the fee is paid.

Shipping and Handling Costs

The Company classifies shipping and handling costs as selling expenses in the statement of income. Shipping and handling costs totaled approximately $31,000 and $0 for the periods ended September 30, 2002 and 2001, respectively.

Research and Development

Research and development costs are expenses as incurred.

Note 1 - Organization and Summary of Significant Accounting Policies (continued)

Earnings Per Share

The computation of basic earnings per common share is based on the weighted average number of shares outstanding during the period.

The computation of diluted earnings per common share is based on the weighted average number of shares outstanding during the period plus the common stock equivalents which would arise from the exercise of stock options and warrants outstanding using the treasury stock method and the average market price per share during the period.

Common stock equivalents are not included in the diluted earnings per share calculation when their effect is antidilutive. The Company does not have any stock options or warrants outstanding at September 30, 2002 and 2001.

Concentration of Credit Risk

The Company maintains its cash in bank deposit accounts, which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

Use of Estimates in the Preparation of Financial Statements

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Unaudited Information

In the opinion of management, the accompanying unaudited financial statements contain all adjustments (consisting only of normal recurring items) necessary to present fairly the financial position as of December 31, 2002 and the results of operations, stockholders' equity, and cash flows for the three months ended December 31, 2002 and 2001.

Note 2 - Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As of September 30, 2002, the Company had incurred a loss from operations and had an accumulated deficit. These conditions raise substantial doubt about the ability of the Company to continue as a going concern. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

The Company's ability to continue as a going concern is subject to the Company's ability to obtain profitable operations or to obtain necessary funding from outside sources. Management anticipates that operations will begin to provide positive cash flows during the next fiscal year or that funding will be available to the Company at acceptable terms. However, there can be no assurance they will be successful.

Note 3 - Related Party Notes Payable

Related party notes payable consist of the following:

Dassity, Inc.

On September 30, 2002, the Company entered into a note payable with Dassity, Inc., the shareholder of Dassity, Inc. is a Director of the Company. The note is due on October 1, 2003 is non-interest bearing and is secured by the Company's property and equipment. The note had a balance of $5,027 on September 30, 2002.

Bateman Dynasty, LC

During 2001, the Company entered into a note payable to Bateman Dynasty, LC (a major stockholder of the Company). The note included interest at 10% and was due September 18, 2002 and had an outstanding balance on September 30, 2002 and 2001 of $0 and $25,000, respectively.

Note 4 - Related Party Fee Payment Payable

As part of the Bateman Dynasty note payable (see Note 3), the Company has entered into an agreement which requires the Company to make monthly and quarterly payments. The monthly payments (referred to as fee payments) are $5,000 and increase to $10,000 in any month that net sales exceed $200,000 and increase to $20,000 in any month that net sales exceed $1,000,000. The monthly fee payments are due on the last day of the month following the month in which the payment amount becomes known. The quarterly payments (referred to as override bonus payments) are two percent of net sales, when average pre-tax monthly income exceeds $20,000 and no other amounts are owed under the related party note payable referred to above. The fee payments and override bonus payments run in perpetuity.

Information related to the fee payments and override bonus payments are as follows:

	Periods Ended September 30,	
	2002	2001
Fee Payments:		
Payable	$ 65,000	$ 5,000
Expense	$ 60,000	$ 5,000
Override Bonus Payments:		
Payable	$ -	$ -
Expense	$ -	$ -

Craig Davis

In October 2001, the Company entered into a Revolving Loan and Security Agreement with Craig Davis, the Company's president and a director. Under the terms of the agreement, from November 1, 2001 through April 30, 2002 Mr. Davis agreed to make periodic loans to the Company in an aggregate principal amount at any one time outstanding not to exceed $100,000. The Company did not draw down any funds under this loan. This agreement has expired.

As additional consideration to lend the funds if drawn upon by the Company, Mr. Davis received 1,000,000 shares of common stock pursuant to the revolving loan arrangement. The 1,000,000 common shares issued to Mr. Davis for his commitment to lend funds under the Revolving Loan and Security Agreement, was recorded as a finance charge and included in "general and administrative expenses" on the statement of operations in the amount of $8,000 or $.008 per share.

Note 5 - Notes Payable

In October 2001 and February 2002, the Company entered into Revolving Loan and Security Agreements (the "McKinley Revolving Loans") with McKinley Enterprises Inc. Profit Sharing Plan and Trust ("McKinley"). Under the terms of the agreements, McKinley agreed to make periodic loans to the Company in an aggregate principal amount any one time outstanding not to exceed $103,000. As of September 30, 2002, the principal amount of $103,000 was owing under the McKinley Revolving Loans. All amounts lent were evidenced by promissory notes that bear interest at ten percent. Principal and accrued interest is due and payable in a single balloon payment on September 18, 2003. Accrued interest at September 30, 2002 was approximately $8,000 and is included in accrued expenses on the balance sheet. In December 2002 the Company extended the due date of these notes to September 18, 2004 (unaudited).

Note 6 - Income Taxes

For the years ended September 30, 2002 and 2001, the difference between income taxes at statutory rates and the amount presented in the financial statements is a result of the change in the valuation allowance on the Company's deferred tax asset.

Deferred tax assets at September 30, 2002 and 2001, consist of a net operating loss carryforward of approximately $79,000 and $7,000, respectively. The Company

has recorded a valuation allowance for the entire amount of the deferred tax asset due to the uncertainty of ultimate realization.

The Company's net operating loss carryforwards of approximately $231,000, will expire in the year 2021. The amount of net operating loss carryforward that can be used in any one year will be limited by significant changes in the ownership of the Company and by the applicable tax laws which are in effect at the time such carryforward can be utilized.

Note 7 - Supplemental Cash Flow Information

For the periods ended September 30, 2002 and 2001, the Company paid interest of $2,321 and $0, respectively.

No amounts were paid for income taxes during the periods ended September 30, 2002 and 2001.

Note 7 - Supplemental Cash Flow Information (Continued)

During the year ended September 30, 2002, the Company acquired office furniture and equipment in exchange for a related party note payable of $5,027.

Note 8 - Preferred Stock

The Company has authorized 5,000,000 shares of preferred stock with a par value of $.001, and established a series of preferred shares designated as Series A Convertible Preferred Stock, consisting of 1,000,000 shares. The Series A Convertible Preferred Stock has the following rights and privileges:

- The holders of the shares are entitled to one hundred (100) votes for each share held.
- Upon the liquidation of the Company, the holders of the shares will rank equally with the holders of common shares.
- The holders of the shares are not entitled to dividends.
- The shares are convertible at the option of the holder at any time into common shares, at a conversion rate of one share of Series A Convertible Preferred Stock for two shares of common stock

At September 30, 2001, the Company had received subscriptions for 1,000,000 shares of Series A Convertible Preferred Stock for $1,000. The subscribers were Craig Davis (the Company's president) for 334,000 shares and Bateman Dynasty, LC (the Company's majority common shareholder) for 666,000 shares. At September 30, 2002, the 1,000,000 subscribed shares were issued and outstanding.

Note 9 - Geographic Sales Information

The Company's sales by geographic area was approximately as follows:

	Periods Ended September 30,	
	2002	2001
United States	$ 31,000	$ -
Japan	449,000	-
	$ 480,000	$ -

Note 10 - Commitments

Employment Agreements

The Company has entered into an employment agreement with Craig Davis, the Company's president, for a term expiring in September 2003, subject to automatic renewal for successive one year periods unless notice of termination is given by either party within thirty days of the expiration of the then current term. His employment agreement provides that he shall receive (i) an annual salary of $60,000, (ii) increases in his annual salary if and when the Company reaches targeted sales amounts, (iii) bonuses in an amount equal to 1.2% of monthly net sales, provided that the Company has monthly pre-tax income in excess of $10,000 and the Company is not indebted under its current loan arrangements, and (iv) may participate in other benefits offered to employee's generally. The employment agreement also provides for a six-month non-compete.

The Company also has entered into an employment agreement with Teresa Fackrell for a term expiring in September 2003, subject to automatic renewal for successive one year periods unless notice of termination is given by either party within thirty days of the expiration of the then current term. Her employment agreement provides that she shall receive (i) an annual salary of $60,000, (ii) increases in her annual salary if and when the Company reaches targeted sales amounts, (iii) bonuses in an amount equal to .8% of monthly net sales, provided that the Company has monthly pre-tax income in excess of $20,000 and the Company is not indebted under its current loan arrangements, and (iv) may participate in other benefits offered to employee's generally. The employment agreement also provides for a six-month non-compete.

Note 11 - Fair Value of Financial Instruments

The Company's financial instruments consist of cash, accounts receivable, payables and notes payable. The carrying amount of cash and payables approximates fair value because of the short-term nature of these items. The carrying amount of the notes payable approximates fair value as the notes bear interest at market interest rates.

Note 12 - Recent Accounting Pronouncements

In August 2001, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 144, Accounting for the Impairment or Disposal of Long-Lived Assets (SFAS 144). The new guidance resolves significant implementation issues related to FASB Statement No. 121, Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed of. SFAS 144 is effective for fiscal years beginning after December 15, 2001. The adoption of this statement is not expected to have a material effect on the Company's financial position or results of operations.

In June 2001, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 143, Accounting for Asset Retirement Obligations (SFAS 143). This Statement requires that the fair value of a liability for an asset retirement obligation be recognized in the period in which it is incurred if a reasonable estimate of fair value can be made. The associated asset retirement costs are capitalized as part of the carrying amount of the long-lived asset. The adoption of this statement is not expected to have a material effect on the Company's financial position or results of operations.

In July 2001, the Financial Accounting Standards Board (FASB) issued Statement of Financial Accounting Standards (FAS) No. 141, "Business Combinations" and No. 142, "Goodwill and Other Intangible Assets." The statements eliminate the pooling-of interest method of accounting for business combinations and require that goodwill and certain intangible assets not be amortized. Instead, these assets will be reviewed for impairment annually with any related losses recognized in earnings when incurred. The adoption of these statements is not expected to have a material effect on the Company's financial position or results of operations.

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You should rely only on the information

provided in this prospectus or any prospectus supplement. We have not authorized anyone else to provide you with different information. We are not making an offer of these securities in any state where the offer is not permitted. You should not assume that the information in this prospectus or any prospectus supplement is accurate as of any date other than the date on the front of those documents.

$50,000 Minimum
$200,000 Maximum

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QUEST GROUP INTERNATIONAL, INC.

_____

PROSPECTUS

_____

_____ _____

Until 90 days after the date of this prospectus, all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

February __, 2003

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PART II - INFORMATION NOT REQUIRED IN PROSPECTUS

Item 24. Indemnification Of Directors And Officers

Nevada General Corporation Law permits us to indemnify our directors, officers, employees and agents, subject to limitations imposed by the Nevada General Corporation Law. Our Bylaws and our Articles of Incorporation require us to indemnify directors and officers to the full extent permitted by the Nevada General Corporation Law.

Item 25. Other Expenses Of Issuance And Distribution

The following table sets forth all estimated costs and expenses, other than underwriting discounts, commissions and expense allowances, payable by the registrant in connection with the maximum offering for the securities included in this Registration Statement:

Securities and Exchange Commission registration fee	$ 19
Blue Sky fees and expenses	--
Printing and shipping expenses	1,000
Legal fees and expenses	15,000
Accounting fees and expenses	6,150
Miscellaneous fees	338

Total.....	$22,507

All expenses are estimated except the Commission filing fee.

Item 26. Recent Sales Of Unregistered Securities

In November, 2001, we sold 334,000 shares of preferred stock to Craig Davis, our president and a director, and 666,000 shares of preferred stock to Bateman Dynasty, LC, an accredited investor, in a private offering. We raised gross proceeds of $1,000 ($.001 per share) from the sale of the preferred stock. The sale of the preferred stock was exempt from registration pursuant to Rules 504, 505 and 506 of Regulation D and Sections 4(2) and 4(6) of the Securities Act of 1933, as amended. We did not use an underwriter or pay any commissions in connection with these transactions.

In November, 2001, we sold 1,000,000 shares of common stock to Craig Davis, our president and a director for $10,000, 1,000,000 shares of common stock to Teresa Fackrell, our secretary, treasurer and a director for $10,000, and 7,000,000 shares of common stock to Bateman Dynasty, LC, an accredited investor, for $50,000 in a private offering. The sale of the common stock was exempt from registration pursuant to Rules 504, 505 and 506 of Regulation D and Sections 4(2) and 4(6) of the Securities Act of 1933, as amended. We did not use an underwriter or pay any commissions in connection with these transactions.

In October 2001, Quest entered into a Revolving Loan and Security Agreement with Craig Davis, Quest's president and a director. Under the terms of the agreement, from October 2001 through April 30, 2002 Mr. Davis agreed to make periodic loans to Quest in an aggregate principal amount at any one time outstanding not to exceed $100,000. Quest did not draw down any funds under this loan. As additional consideration to lend the funds if drawn upon by Quest, Mr. Davis received 1,000,000 shares of common stock pursuant to the revolving loan arrangement. The sale of the common stock was exempt from registration pursuant to Rules 504, 505 and 506 of Regulation D and Sections 4(2) and 4(6) of the Securities Act of 1933, as amended. We did not use an underwriter or pay any commissions in connection with these transactions.

Item 27. Exhibits Index

EXHIBIT NO.	DESCRIPTION OF EXHIBIT
3(i).1	Restated Certificate of Incorporation (Incorporated by reference to Exhibit 3(i).1 of the Company's Registration Statement on Form SB-2 filed June 3, 2002, File No. 333-89628).
3(i).2	Certificate of Designation (Incorporated by reference to Exhibit 3(i).2 of the Company's Registration Statement on Form SB-2 filed June 3, 2002, File No. 333-89628).
3(i).3	Certificate of Amendment to the Certificate of Designation (Incorporated by reference to Exhibit 3(i).3 of the Company's Registration Statement on Form SB-2 filed June 3, 2002, File No. 333-89628).
3(ii).1	Bylaws (Incorporated by reference to Exhibit 3(ii).1 of the Company's Registration Statement on Form SB-2 filed June 3, 2002, File No. 333-89628).
5.1	Opinion of Blackburn & Stoll, LC (Incorporated by reference to Exhibit 5.1 of the Company's Registration Statement on Form SB-2 filed June 3, 2002, File No. 333-89628).
10.1	Employment Agreement of Craig Davis (Incorporated by reference to Exhibit 10.1 of the Company's Registration Statement on Form SB-2 filed June 3, 2002, File No. 333-89628).
10.2	Employment Agreement of Teresa Fackrell (Incorporated by reference to Exhibit 10.2 of the Company's Registration Statement on Form SB-2 filed June 3, 2002, File No. 333-89628).
10.3	Revolving Loan and Security Agreement by and between Quest and Craig Davis (Incorporated by reference to Exhibit 10.3 of the Company's Registration Statement on Form SB-2 filed June 3, 2002, File No. 333-89628).
10.4	Revolving Loan and Security Agreement by and between Quest and Bateman Dynasty, LC, dated September 1, 2001 (Incorporated by reference to Exhibit 10.4 of the Company's Registration

Statement on Form SB-2 filed June 3, 2002, File No. 333-89628).

10.5 Amendment No. 1 to the Revolving Loan and Security Agreement by and between Quest and Bateman Dynasty, LC, dated February 1, 2002 (Incorporated by reference to Exhibit 10.5 of the Company's Registration Statement on Form SB-2 filed June 3, 2002, File No. 333-89628).

EXHIBIT NO.	DESCRIPTION OF EXHIBIT
10.6	Revolving Loan and Security Agreement by and between Quest and McKinley Enterprises Inc. Profit Sharing Plan and Trust, dated October 12, 2001 (Incorporated by reference to Exhibit 10.6 of the Company's Registration Statement on Form SB-2 filed June 3, 2002, File No. 333-89628).
10.7	Revolving Loan and Security Agreement by and between Quest and McKinley Enterprises Inc. Profit Sharing Plan and Trust, dated February 13, 2002 (Incorporated by reference to Exhibit 10.7 of the Company's Registration Statement on Form SB-2 filed June 3, 2002, File No. 333-89628).
10.8	Amendment Number One to the Revolving Loan and Security Agreement by and between Quest and McKinley Enterprises Inc. Profit Sharing Plan and Trust, dated July 15, 2002. (Incorporated by reference to Exhibit 10.8 of the Company's Registration Statement on Form SB-2 filed August 29, 2002, File No. 333-89628).
10.9	Amendment Number Two to the Revolving Loan and Security Agreement by and between Quest and McKinley Enterprises Inc. Profit Sharing Plan and Trust, dated December 31, 2002.
10.10	Promotional share Lock-In Agreement by and between Quest and Craig A. Davis, dated January 31, 2003.
10.11	Promotional share Lock-In Agreement by and between Quest and Teresa Fackrell, dated January 31, 2003.
10.12	Promotional share Lock-In Agreement by and between Quest and Bateman Dynasty, LC, dated January 31, 2003.
10.13	Promotional share Lock-In Agreement by and between Quest and Quest for the Gift of Life Foundation, dated January 31, 2003.
23.1	Consent of Jones Simkins LLP
23.2	Consent of Blackburn & Stoll, LC (included in Exhibit 5.1 hereto)
24.1	Powers of Attorney (included in Part II of this Registration Statement)
99.1	Subscription Agreement (Incorporated by reference to Exhibit 99.1 of the Company's Registration Statement on Form SB-2 filed June 3, 2002, File No. 333-89628).
99.2	Escrow Agreement (Incorporated by reference to Exhibit 99.2 of the Company's Registration Statement on Form SB-2 filed June 3, 2002, File No. 333-89628).

Item 28. Undertakings

The registrant hereby undertakes that it will:

(1) File, during any period in which it offers or sells securities, a post-effective amendment to this registration statement to: (i) Include any prospectus required by section 10(a)(3) of the Securities Act of 1933; (ii) Reflect in the prospectus any facts or events which, individually or together, represent a fundamental change in the information in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume or securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in the volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the

"Calculation of Registration Fee" table in the effective registration statement; and (iii) Include any additional or changed material information on the plan of distribution.

(2) For determining any liability under the Securities Act of 1933, treat each post-effective amendment as a new registration statement of the securities offered, and the offering of the securities at that time to be the initial bona fide offering.

(3) File a post-effective amendment to remove from registration any of the securities that remain unsold at the end of the offering.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 (the "Act") may be permitted to directors, officers and controlling persons of the small business issuer pursuant to the foregoing provisions, or otherwise, the small business issuer has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the small business issuer in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, we will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

In accordance with the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements of filing on Form SB-2 and authorized this registration statement to be signed on its behalf by the undersigned, in the City of Spanish Fork, State of Utah, on February 6, 2003.

QUEST GROUP INTERNATIONAL, INC.
(Registrant)

By /s/ Craig Davis

Craig Davis,
President and Director

In accordance with the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

Signature	Title	Date
*	President; Director (acts as Principal Executive Officer and Principal Financial Officer)	February 6, 2003
Craig Davis		
*	Secretary, Treasurer and Director	February 6, 2003
Teresa Fackrell		
*	Director	February 6, 2003
Brenda Hall		

* By /s/ Craig Davis

Attorney-In-Fact

EXHIBIT 10.9

AMENDMENT NO. 2
TO THE
REVOLVING LOAN AND SECURITY AGREEMENT

THIS AMENDMENT NO. 2 TO THE REVOLVING LOAN AND SECURITY AGREEMENT (the "Amendment") is made and entered into as of December 31, 2002, by and between McKinley Enterprises Inc. Profit Sharing Plan and Trust, a Utah corporation ("Lender") and Quest Group International, Inc., a Nevada corporation ("Borrower").

R E C I T A L S

A. The parties entered into an agreement captioned "Revolving Loan and Security Agreement" (the "Revolving Loan Agreement") on or about the 12th day of October, 2001 which agreement was subsequently amended. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Revolving Loan Agreement.

B. The parties desire to amend the Revolving Loan Agreement, as amended, to reflect an extension of the due date of the loan.

NOW, THEREFORE, the parties hereto hereby amend the Revolving Loan Agreement as follows:

1. Section 3 of the Revolving Loan Agreement is hereby amended to read in its entirety as follows:

> Section 3. Payments. All principal and interest outstanding shall be due and payable by the Borrower to the Lender in a single balloon payment on September 18, 2004. The terms of any outstanding promissory notes relating to the Revolving Loan Agreement are hereby amended to reflect the extension of the due date. The Borrower may, from time to time, in the Borrower's discretion, make one or more periodic payments to the Lender. Such payments shall be credited to the Borrower's account on the date that such payment is physically received by the Lender. Such payments shall be applied first to the interest outstanding, and then to the principal outstanding.

2. The Revolving Loan Agreement shall remain in full force and effect and shall remain unaltered, except to the extent specifically amended herein.

3. This Amendment may be signed in several counterparts, through the use of multiple signature pages appended to each original, and all such counterparts shall constitute one and the same instrument. Any counterpart to which is attached the signatures of all parties shall constitute an original of this Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

"BORROWER"
QUEST GROUP INTERNATIONAL, INC.,
a Nevada corporation
Federal Empl. ID No. _____

By /s/ Craig Davis

Craig Davis, President

"LENDER"
MCKINLEY ENTERPRISES INC. PROFIT SHARING PLAN AND TRUST
a Utah corporation

By /s/ David Nemelka

Its: Trustee

EXHIBIT 10.10

PROMOTIONAL SHARES LOCK-IN AGREEMENT

This Promotional Shares Lock-In Agreement ("Agreement") was entered into January 31, 2003, between Quest Group International, Inc. (the "Company"), a Nevada corporation, and party listed on the signature page hereto (the "Security Holder"). Together, the Company and Security Holder are referred to as "Signatories" in this Agreement.

The Company has applied to register its Equity Securities with the Securities Administrator of the State of Utah (the "Administrator"), and if applicable, with the Securities Administrators of other states. The Administrator believes the Security Holder is a Promoter of the Company and owns the following Equity Securities issued by the Company that are Promotional Shares as defined in the Statement of Policy Regarding Corporate Securities Definitions (the "Definitions SOP") adopted by the North American Securities Administrators Association, Inc. ("NASAA") on April 27, 1997 and amended September 28, 1999. The Security Holder owns 2,000,000 shares of common stock and 334,000 shares of preferred stock (the "Promotional Shares").

Other capitalized terms in this Agreement that are not defined within the Agreement have the meanings specified in the Definitions SOP.

As a condition to Registering the Company's Equity Securities, the Signatories agree as follows:

Promotional Shares are Restricted Securities

1. The Security Holder agrees not to sell, pledge, hypothecate, assign, grant any option for the sale of, or otherwise transfer or dispose of, whether or not for consideration, directly or indirectly, the Promotional Shares and all certificates representing stock dividends, stock splits, recapitalizations, and the like, that are granted to, or received by the Security Holder during the term of this Agreement (the "Restricted Securities"), except as allowed by this Agreement.

Exercise or Conversion of Restricted Securities

2. If the Restricted Securities under this Agreement have exercise or conversion rights, the Security Holder may execute the rights, but the exercised or converted Equity Securities will also be Restricted Securities and subject to Lock-In during the term of this Agreement.

Term

3. This Agreement became effective on the date the Agreement was entered into as indicated above and will terminate when the release conditions of paragraph 4 are satisfied.

Release of Restricted Securities

4. a. Subject to the documentation requirements in paragraph 5 below, the

Restricted Securities may be released from Lock-In provisions of this Agreement in the following manner:

(1) Beginning two years after the completion date of the registered offering, two and one-half percent (2 1/2%) of the Restricted Securities may be released at the beginning of each quarter pro rata among all Security Holders subject to Lock-In Agreements. All remaining Restricted Securities will be released on the fourth anniversary of the completion date of the registered offering; or

(2) One hundred percent (100%) of the Restricted Securities will be released if:

(A) The registered offering has been terminated, and no securities were sold; or

(B) The registered offering has been terminated, and all of the gross proceeds that were received have been returned to investors; or

(C) The Equity Securities did not qualify to be registered by the Administrator; or

(D) Upon approval by the Administrator.

b. If the Company enters into any merger, reorganization, liquidation, dissolution or other transaction or proceeding with a person who is not a Promoter that results in the distribution of the Company's assets or securities ("Distribution") while this Agreement remains in effect, the Security Holder agrees that:

(1) All holders of the Company's Equity Securities will initially share on a pro rata, per share basis in the Distribution, in proportion to the amount of cash or other consideration that they paid per share for their Equity Securities (provided that the Administrator has accepted the value of the other consideration), until the shareholders who purchased the Company's Equity Securities in the registered offering have received, or have had irrevocably set aside for them, an amount that is equal to one hundred percent (100%) of the offering price per share times the number of shares of Equity Securities that they purchased in the registered offering and which they still hold at the time of the Distribution, adjusted for stock splits, stock dividends recapitalizations and the like;

(2) After a Distribution, all holders of the Company's Equity Securities will participate on an equal, per share basis times

the number of shares of Equity Securities they held at the time of the Distribution, adjusted for stock splits, stock dividends, recapitalizations and the like; and

(3) A Distribution may proceed on lesser terms and conditions than the terms and conditions stated in paragraphs 4.b(1) and (2) above if a majority of the Equity Securities that are not held by Promoters, or their Associates or Affiliates, vote, or consent by consent procedure to approve the lesser terms and conditions at a special meeting called for that specific purpose.

c. If the Company enters into any merger, reorganization, liquidation, dissolution or other transaction or proceeding with a Promoter that results in a Distribution while this Agreement remains in effect, the Security Holder's Restricted Securities will remain subject to the terms of this Agreement.

d. If the Restricted Securities under this Agreement become "Covered Securities," as defined in Section 18(b)(1) of the Securities Act of 1933, the Restricted Securities will be released.

Documentation Regarding the Release of Restricted Securities

5. Except as otherwise described in this paragraph, the following will be required as evidence of compliance with the conditions for release of Restricted Securities from this Lock-In Agreement under paragraph 4 above:

a. A written notice to the Administrator with a copy of this Agreement to advise that the release conditions have been satisfied;

b. Appropriate supporting documents that demonstrate compliance with paragraph 4 above will be maintained for a period of three (3) years after termination of the Agreement and will be sent to the Administrator promptly upon request; and

c. If the Administrator does not request additional documents or object to the release of Restricted Securities within ten (10) business days after the notice specified above has been filed, this Agreement will terminate and the Restricted Securities will be released.

Notwithstanding the foregoing, no notice shall be required with respect to the release of Restricted Securities pursuant to paragraph 4.a.(1).

Exceptions from Restrictions

6. The following types of transfer, hypothecation or disposition of Restricted Securities are allowable under this Agreement:

a. Restricted Securities may be transferred by will, the laws of descent and distribution, the operation of law, or by order of any

court of competent jurisdiction and proper venue.

b. The Restricted Securities of a deceased Security Holder may be hypothecated to pay the expenses of the deceased Security Holder's estate, provided that the hypothecated Restricted Securities will remain subject to the terms of this Agreement. Restricted Securities may not be pledged to secure any other debt.

c. Restricted Securities may be transferred by gift to the Security Holder's family members or by private sale, provided that the Restricted Securities will remain subject to the terms of this Agreement.

Voting Rights

7. With the exception of paragraph 4.b above, the Security Holder will have the same voting rights as holders of Equity Securities that are not Restricted Securities.

Restrictive Legends on Stock Certificates

8. a. A notice will be placed on the face of each stock certificate of the Restricted Securities covered by the terms of this Agreement stating that the transfer of the stock evidenced by the certificate is restricted in accordance with the conditions set forth on the reverse side of the certificate; and

b. A typed legend will be placed on the reverse side of each stock certificate of the Restricted Securities covered by this Agreement which states that: the sale or transfer of the shares evidenced by the certificate is subject to certain restrictions pursuant to an agreement between the Security Holder (whether beneficial or of record) and the Company; the agreement is on file with the Company and the stock transfer agent; and a copy of the agreement is available upon request without charge.

Modifications of Agreement

9. This Agreement may be modified only with the written approval of the Administrator.

Other Requirements of the Company

10. The Company will:

a. File an executed copy of this Agreement with the Administrator before the effective date of the registered offering;

b. Provide copies of this Agreement and a statement of the initial public offering price to the Company's stock transfer agent;

c. Place appropriate stock transfer orders with the Company's stock transfer agent against the sale or transfer of the shares covered by this Agreement, except as otherwise provided in this Agreement;

d. Place the stock restriction legends described above on the periodic statement sent to the registered owner if the securities subject to this Agreement are uncertificated securities.

The Signatories have entered into this Agreement, which may be written in multiple counterparts and each of which will be considered an original, and have signed the Agreement in the capacities, and on the dates, indicated below.

	Date
Craig A. Davis	January 31, 2003
/s/ Craig A. Davis --- (Signature)	January 31, 2003
Company	
By /s/ Craig A. Davis --- President	January 31, 2003
By /s/ Teresa Fackrell --- Secretary	January 31, 2003

EXHIBIT 10.11

PROMOTIONAL SHARES LOCK-IN AGREEMENT

This Promotional Shares Lock-In Agreement ("Agreement") was entered into January 31, 2003, between Quest Group International, Inc. (the "Company"), a Nevada corporation, and party listed on the signature page hereto (the "Security Holder"). Together, the Company and Security Holder are referred to as "Signatories" in this Agreement.

The Company has applied to register its Equity Securities with the Securities Administrator of the State of Utah (the "Administrator"), and if applicable, with the Securities Administrators of other states. The Administrator believes the Security Holder is a Promoter of the Company and owns the following Equity Securities issued by the Company that are Promotional Shares as defined in the Statement of Policy Regarding Corporate Securities Definitions (the "Definitions SOP") adopted by the North American Securities Administrators Association, Inc. ("NASAA") on April 27, 1997 and amended September 28, 1999. The Security Holder owns 1,000,000 shares of common stock (the "Promotional Shares").

Other capitalized terms in this Agreement that are not defined within the Agreement have the meanings specified in the Definitions SOP.

As a condition to Registering the Company's Equity Securities, the Signatories agree as follows:

Promotional Shares are Restricted Securities

1. The Security Holder agrees not to sell, pledge, hypothecate, assign, grant any option for the sale of, or otherwise transfer or dispose of, whether or not for consideration, directly or indirectly, the Promotional Shares and all certificates representing stock dividends, stock splits, recapitalizations, and the like, that are granted to, or received by the Security Holder during the term of this Agreement (the "Restricted Securities"), except as allowed by this Agreement.

Exercise or Conversion of Restricted Securities

2. If the Restricted Securities under this Agreement have exercise or conversion rights, the Security Holder may execute the rights, but the exercised or converted Equity Securities will also be Restricted Securities and subject to Lock-In during the term of this Agreement.

Term

3. This Agreement became effective on the date the Agreement was entered into as indicated above and will terminate when the release conditions of paragraph 4 are satisfied.

Release of Restricted Securities

4. a. Subject to the documentation requirements in paragraph 5 below, the Restricted Securities may be released from Lock-In provisions of this

Agreement in the following manner:

(1) Beginning two years after the completion date of the registered offering, two and one-half percent (2 1/2%) of the Restricted Securities may be released at the beginning of each quarter pro rata among all Security Holders subject to Lock-In Agreements. All remaining Restricted Securities will be released on the fourth anniversary of the completion date of the registered offering; or

(2) One hundred percent (100%) of the Restricted Securities will be released if:

(A) The registered offering has been terminated, and no securities were sold; or

(B) The registered offering has been terminated, and all of the gross proceeds that were received have been returned to investors; or

(C) The Equity Securities did not qualify to be registered by the Administrator; or

(D) Upon approval by the Administrator.

b. If the Company enters into any merger, reorganization, liquidation, dissolution or other transaction or proceeding with a person who is not a Promoter that results in the distribution of the Company's assets or securities ("Distribution") while this Agreement remains in effect, the Security Holder agrees that:

(1) All holders of the Company's Equity Securities will initially share on a pro rata, per share basis in the Distribution, in proportion to the amount of cash or other consideration that they paid per share for their Equity Securities (provided that the Administrator has accepted the value of the other consideration), until the shareholders who purchased the Company's Equity Securities in the registered offering have received, or have had irrevocably set aside for them, an amount that is equal to one hundred percent (100%) of the offering price per share times the number of shares of Equity Securities that they purchased in the registered offering and which they still hold at the time of the Distribution, adjusted for stock splits, stock dividends recapitalizations and the like;

(2) After a Distribution, all holders of the Company's Equity Securities will participate on an equal, per share basis times the number of shares of Equity Securities they held at the

time of the Distribution, adjusted for stock splits, stock dividends, recapitalizations and the like; and

(3) A Distribution may proceed on lesser terms and conditions than the terms and conditions stated in paragraphs 4.b(1) and (2) above if a majority of the Equity Securities that are not held by Promoters, or their Associates or Affiliates, vote, or consent by consent procedure to approve the lesser terms and conditions at a special meeting called for that specific purpose.

c. If the Company enters into any merger, reorganization, liquidation, dissolution or other transaction or proceeding with a Promoter that results in a Distribution while this Agreement remains in effect, the Security Holder's Restricted Securities will remain subject to the terms of this Agreement.

d. If the Restricted Securities under this Agreement become "Covered Securities," as defined in Section 18(b)(1) of the Securities Act of 1933, the Restricted Securities will be released.

Documentation Regarding the Release of Restricted Securities

5. Except as otherwise described in this paragraph, the following will be required as evidence of compliance with the conditions for release of Restricted Securities from this Lock-In Agreement under paragraph 4 above:

a. A written notice to the Administrator with a copy of this Agreement to advise that the release conditions have been satisfied;

b. Appropriate supporting documents that demonstrate compliance with paragraph 4 above will be maintained for a period of three (3) years after termination of the Agreement and will be sent to the Administrator promptly upon request; and

c. If the Administrator does not request additional documents or object to the release of Restricted Securities within ten (10) business days after the notice specified above has been filed, this Agreement will terminate and the Restricted Securities will be released.

Notwithstanding the foregoing, no notice shall be required with respect to the release of Restricted Securities pursuant to paragraph 4.a.(1).

Exceptions from Restrictions

6. The following types of transfer, hypothecation or disposition of Restricted Securities are allowable under this Agreement:

a. Restricted Securities may be transferred by will, the laws of descent and distribution, the operation of law, or by order of any court of competent jurisdiction and proper venue.

b. The Restricted Securities of a deceased Security Holder may be hypothecated to pay the expenses of the deceased Security Holder's estate, provided that the hypothecated Restricted Securities will remain subject to the terms of this Agreement. Restricted Securities may not be pledged to secure any other debt.

c. Restricted Securities may be transferred by gift to the Security Holder's family members or by private sale, provided that the Restricted Securities will remain subject to the terms of this Agreement.

Voting Rights

7. With the exception of paragraph 4.b above, the Security Holder will have the same voting rights as holders of Equity Securities that are not Restricted Securities.

Restrictive Legends on Stock Certificates

8. a. A notice will be placed on the face of each stock certificate of the Restricted Securities covered by the terms of this Agreement stating that the transfer of the stock evidenced by the certificate is restricted in accordance with the conditions set forth on the reverse side of the certificate; and

b. A typed legend will be placed on the reverse side of each stock certificate of the Restricted Securities covered by this Agreement which states that: the sale or transfer of the shares evidenced by the certificate is subject to certain restrictions pursuant to an agreement between the Security Holder (whether beneficial or of record) and the Company; the agreement is on file with the Company and the stock transfer agent; and a copy of the agreement is available upon request without charge.

Modifications of Agreement

9. This Agreement may be modified only with the written approval of the Administrator.

Other Requirements of the Company

10. The Company will:

a. File an executed copy of this Agreement with the Administrator before the effective date of the registered offering;

b. Provide copies of this Agreement and a statement of the initial public offering price to the Company's stock transfer agent;

c. Place appropriate stock transfer orders with the Company's stock transfer agent against the sale or transfer of the shares covered by this Agreement, except as otherwise provided in this Agreement;

d. Place the stock restriction legends described above on the periodic

statement sent to the registered owner if the securities subject to this Agreement are uncertificated securities.

The Signatories have entered into this Agreement, which may be written in multiple counterparts and each of which will be considered an original, and have signed the Agreement in the capacities, and on the dates, indicated below.

	Date
Teresa Fackrell	January 31, 2003
/s/ Teresa Fackrell	January 31, 2003
(Signature)	

Company

By /s/ Craig A. Davis	January 31, 2003
President	
By /s/ Teresa Fackrell	January 31, 2003
Secretary	

EXHIBIT 10.12

PROMOTIONAL SHARES LOCK-IN AGREEMENT

This Promotional Shares Lock-In Agreement ("Agreement") was entered into January 31, 2003, between Quest Group International, Inc. (the "Company"), a Nevada corporation, and party listed on the signature page hereto (the "Security Holder"). Together, the Company and Security Holder are referred to as "Signatories" in this Agreement.

The Company has applied to register its Equity Securities with the Securities Administrator of the State of Utah (the "Administrator"), and if applicable, with the Securities Administrators of other states. The Administrator believes the Security Holder is a Promoter of the Company and owns the following Equity Securities issued by the Company that are Promotional Shares as defined in the Statement of Policy Regarding Corporate Securities Definitions (the "Definitions SOP") adopted by the North American Securities Administrators Association, Inc. ("NASAA") on April 27, 1997 and amended September 28, 1999. The Security Holder owns 5,000,000 shares of common stock and 666,000 shares of preferred stock (the "Promotional Shares").

Other capitalized terms in this Agreement that are not defined within the Agreement have the meanings specified in the Definitions SOP.

As a condition to Registering the Company's Equity Securities, the Signatories agree as follows:

Promotional Shares are Restricted Securities

1. The Security Holder agrees not to sell, pledge, hypothecate, assign, grant any option for the sale of, or otherwise transfer or dispose of, whether or not for consideration, directly or indirectly, the Promotional Shares and all certificates representing stock dividends, stock splits, recapitalizations, and the like, that are granted to, or received by the Security Holder during the term of this Agreement (the "Restricted Securities"), except as allowed by this Agreement.

Exercise or Conversion of Restricted Securities

2. If the Restricted Securities under this Agreement have exercise or conversion rights, the Security Holder may execute the rights, but the exercised or converted Equity Securities will also be Restricted Securities and subject to Lock-In during the term of this Agreement.

Term

3. This Agreement became effective on the date the Agreement was entered into as indicated above and will terminate when the release conditions of paragraph 4 are satisfied.

Release of Restricted Securities

4. a. Subject to the documentation requirements in paragraph 5 below, the Restricted Securities may be released from Lock-In provisions of this Agreement in the following manner:

(1) Beginning two years after the completion date of the registered offering, two and one-half percent (2 1/2%) of the Restricted Securities may be released at the beginning of each quarter pro rata among all Security Holders subject to Lock-In Agreements. All remaining Restricted Securities will be released on the fourth anniversary of the completion date of the registered offering; or

(2) One hundred percent (100%) of the Restricted Securities will be released if:

(A) The registered offering has been terminated, and no securities were sold; or

(B) The registered offering has been terminated, and all of the gross proceeds that were received have been returned to investors; or

(C) The Equity Securities did not qualify to be registered by the Administrator; or

(D) Upon approval by the Administrator.

b. If the Company enters into any merger, reorganization, liquidation, dissolution or other transaction or proceeding with a person who is not a Promoter that results in the distribution of the Company's assets or securities ("Distribution") while this Agreement remains in effect, the Security Holder agrees that:

(1) All holders of the Company's Equity Securities will initially share on a pro rata, per share basis in the Distribution, in proportion to the amount of cash or other consideration that they paid per share for their Equity Securities (provided that the Administrator has accepted the value of the other consideration), until the shareholders who purchased the Company's Equity Securities in the registered offering have received, or have had irrevocably set aside for them, an amount that is equal to one hundred percent (100%) of the offering price per share times the number of shares of Equity Securities that they purchased in the registered offering and which they still hold at the time of the Distribution, adjusted for stock splits, stock dividends recapitalizations and the like;

(2) After a Distribution, all holders of the Company's Equity

Securities will participate on an equal, per share basis times the number of shares of Equity Securities they held at the time of the Distribution, adjusted for stock splits, stock dividends, recapitalizations and the like; and

(3) A Distribution may proceed on lesser terms and conditions than the terms and conditions stated in paragraphs 4.b(1) and (2) above if a majority of the Equity Securities that are not held by Promoters, or their Associates or Affiliates, vote, or consent by consent procedure to approve the lesser terms and conditions at a special meeting called for that specific purpose.

c. If the Company enters into any merger, reorganization, liquidation, dissolution or other transaction or proceeding with a Promoter that results in a Distribution while this Agreement remains in effect, the Security Holder's Restricted Securities will remain subject to the terms of this Agreement.

d. If the Restricted Securities under this Agreement become "Covered Securities," as defined in Section 18(b)(1) of the Securities Act of 1933, the Restricted Securities will be released.

Documentation Regarding the Release of Restricted Securities

5. Except as otherwise described in this paragraph, the following will be required as evidence of compliance with the conditions for release of Restricted Securities from this Lock-In Agreement under paragraph 4 above:

a. A written notice to the Administrator with a copy of this Agreement to advise that the release conditions have been satisfied;

b. Appropriate supporting documents that demonstrate compliance with paragraph 4 above will be maintained for a period of three (3) years after termination of the Agreement and will be sent to the Administrator promptly upon request; and

c. If the Administrator does not request additional documents or object to the release of Restricted Securities within ten (10) business days after the notice specified above has been filed, this Agreement will terminate and the Restricted Securities will be released.

Notwithstanding the foregoing, no notice shall be required with respect to the release of Restricted Securities pursuant to paragraph 4.a.(1).

Exceptions from Restrictions

6. The following types of transfer, hypothecation or disposition of Restricted Securities are allowable under this Agreement:

a. Restricted Securities may be transferred by will, the laws of

descent and distribution, the operation of law, or by order of any court of competent jurisdiction and proper venue.

b. The Restricted Securities of a deceased Security Holder may be hypothecated to pay the expenses of the deceased Security Holder's estate, provided that the hypothecated Restricted Securities will remain subject to the terms of this Agreement. Restricted Securities may not be pledged to secure any other debt.

c. Restricted Securities may be transferred by gift to the Security Holder's family members or by private sale, provided that the Restricted Securities will remain subject to the terms of this Agreement.

Voting Rights

7. With the exception of paragraph 4.b above, the Security Holder will have the same voting rights as holders of Equity Securities that are not Restricted Securities.

Restrictive Legends on Stock Certificates

8. a. A notice will be placed on the face of each stock certificate of the Restricted Securities covered by the terms of this Agreement stating that the transfer of the stock evidenced by the certificate is restricted in accordance with the conditions set forth on the reverse side of the certificate; and

b. A typed legend will be placed on the reverse side of each stock certificate of the Restricted Securities covered by this Agreement which states that: the sale or transfer of the shares evidenced by the certificate is subject to certain restrictions pursuant to an agreement between the Security Holder (whether beneficial or of record) and the Company; the agreement is on file with the Company and the stock transfer agent; and a copy of the agreement is available upon request without charge.

Modifications of Agreement

9. This Agreement may be modified only with the written approval of the Administrator.

Other Requirements of the Company

10. The Company will:

a. File an executed copy of this Agreement with the Administrator before the effective date of the registered offering;

b. Provide copies of this Agreement and a statement of the initial public offering price to the Company's stock transfer agent;

c. Place appropriate stock transfer orders with the Company's stock transfer agent against the sale or transfer of the shares covered by this Agreement, except as otherwise provided in this Agreement;

d. Place the stock restriction legends described above on the periodic statement sent to the registered owner if the securities subject to this Agreement are uncertificated securities.

The Signatories have entered into this Agreement, which may be written in multiple counterparts and each of which will be considered an original, and have signed the Agreement in the capacities, and on the dates, indicated below.

	Date
Bateman Dynasty, LC	January 31, 2003
By /s/ Lynn Bateman, Manager --- (Signature)	January 31, 2003
Company	
By /s/ Craig A. Davis --- President	January 31, 2003
By /s/ Teresa Fackrell --- Secretary	January 31, 2003

Exhibit 10.13

PROMOTIONAL SHARES LOCK-IN AGREEMENT

This Promotional Shares Lock-In Agreement ("Agreement") was entered into January 31, 2003, between Quest Group International, Inc. (the "Company"), a Nevada corporation, and party listed on the signature page hereto (the "Security Holder"). Together, the Company and Security Holder are referred to as "Signatories" in this Agreement.

The Company has applied to register its Equity Securities with the Securities Administrator of the State of Utah (the "Administrator"), and if applicable, with the Securities Administrators of other states. The Administrator believes the Security Holder is a Promoter of the Company and owns the following Equity Securities issued by the Company that are Promotional Shares as defined in the Statement of Policy Regarding Corporate Securities Definitions (the "Definitions SOP") adopted by the North American Securities Administrators Association, Inc. ("NASAA") on April 27, 1997 and amended September 28, 1999. The Security Holder owns 2,000,000 shares of common stock (the "Promotional Shares").

Other capitalized terms in this Agreement that are not defined within the Agreement have the meanings specified in the Definitions SOP.

As a condition to Registering the Company's Equity Securities, the Signatories agree as follows:

Promotional Shares are Restricted Securities

1. The Security Holder agrees not to sell, pledge, hypothecate, assign, grant any option for the sale of, or otherwise transfer or dispose of, whether or not for consideration, directly or indirectly, the Promotional Shares and all certificates representing stock dividends, stock splits, recapitalizations, and the like, that are granted to, or received by the Security Holder during the term of this Agreement (the "Restricted Securities"), except as allowed by this Agreement.

Exercise or Conversion of Restricted Securities

2. If the Restricted Securities under this Agreement have exercise or conversion rights, the Security Holder may execute the rights, but the exercised or converted Equity Securities will also be Restricted Securities and subject to Lock-In during the term of this Agreement.

Term

3. This Agreement became effective on the date the Agreement was entered into as indicated above and will terminate when the release conditions of paragraph 4 are satisfied.

Release of Restricted Securities

4. a. Subject to the documentation requirements in paragraph 5 below, the Restricted Securities may be released from Lock-In provisions of this Agreement in the following manner:

(1) Beginning two years after the completion date of the registered offering, two and one-half percent (2 1/2%) of the Restricted Securities may be released at the beginning of each quarter pro rata among all Security Holders subject to Lock-In Agreements. All remaining Restricted Securities will be released on the fourth anniversary of the completion date of the registered offering; or

(2) One hundred percent (100%) of the Restricted Securities will be released if:

(A) The registered offering has been terminated, and no securities were sold; or

(B) The registered offering has been terminated, and all of the gross proceeds that were received have been returned to investors; or

(C) The Equity Securities did not qualify to be registered by the Administrator; or

(D) Upon approval by the Administrator.

b. If the Company enters into any merger, reorganization, liquidation, dissolution or other transaction or proceeding with a person who is not a Promoter that results in the distribution of the Company's assets or securities ("Distribution") while this Agreement remains in effect, the Security Holder agrees that:

(1) All holders of the Company's Equity Securities will initially share on a pro rata, per share basis in the Distribution, in proportion to the amount of cash or other consideration that they paid per share for their Equity Securities (provided that the Administrator has accepted the value of the other consideration), until the shareholders who purchased the Company's Equity Securities in the registered offering have received, or have had irrevocably set aside for them, an amount that is equal to one hundred percent (100%) of the offering price per share times the number of shares of Equity Securities that they purchased in the registered offering and which they still hold at the time of the Distribution, adjusted for stock splits, stock dividends recapitalizations and the like;

(2) After a Distribution, all holders of the Company's Equity

Securities will participate on an equal, per share basis times the number of shares of Equity Securities they held at the time of the Distribution, adjusted for stock splits, stock dividends, recapitalizations and the like; and

(3) A Distribution may proceed on lesser terms and conditions than the terms and conditions stated in paragraphs 4.b(1) and (2) above if a majority of the Equity Securities that are not held by Promoters, or their Associates or Affiliates, vote, or consent by consent procedure to approve the lesser terms and conditions at a special meeting called for that specific purpose.

c. If the Company enters into any merger, reorganization, liquidation, dissolution or other transaction or proceeding with a Promoter that results in a Distribution while this Agreement remains in effect, the Security Holder's Restricted Securities will remain subject to the terms of this Agreement.

d. If the Restricted Securities under this Agreement become "Covered Securities," as defined in Section 18(b)(1) of the Securities Act of 1933, the Restricted Securities will be released.

Documentation Regarding the Release of Restricted Securities

5. Except as otherwise described in this paragraph, the following will be required as evidence of compliance with the conditions for release of Restricted Securities from this Lock-In Agreement under paragraph 4 above:

a. A written notice to the Administrator with a copy of this Agreement to advise that the release conditions have been satisfied;

b. Appropriate supporting documents that demonstrate compliance with paragraph 4 above will be maintained for a period of three (3) years after termination of the Agreement and will be sent to the Administrator promptly upon request; and

c. If the Administrator does not request additional documents or object to the release of Restricted Securities within ten (10) business days after the notice specified above has been filed, this Agreement will terminate and the Restricted Securities will be released.

Notwithstanding the foregoing, no notice shall be required with respect to the release of Restricted Securities pursuant to paragraph 4.a.(1).

Exceptions from Restrictions

6. The following types of transfer, hypothecation or disposition of Restricted Securities are allowable under this Agreement:

a. Restricted Securities may be transferred by will, the laws of descent and distribution, the operation of law, or by order of any court of

competent jurisdiction and proper venue.

b. The Restricted Securities of a deceased Security Holder may be hypothecated to pay the expenses of the deceased Security Holder's estate, provided that the hypothecated Restricted Securities will remain subject to the terms of this Agreement. Restricted Securities may not be pledged to secure any other debt.

c. Restricted Securities may be transferred by gift to the Security Holder's family members or by private sale, provided that the Restricted Securities will remain subject to the terms of this Agreement.

Voting Rights

7. With the exception of paragraph 4.b above, the Security Holder will have the same voting rights as holders of Equity Securities that are not Restricted Securities.

Restrictive Legends on Stock Certificates

8. a. A notice will be placed on the face of each stock certificate of the Restricted Securities covered by the terms of this Agreement stating that the transfer of the stock evidenced by the certificate is restricted in accordance with the conditions set forth on the reverse side of the certificate; and

b. A typed legend will be placed on the reverse side of each stock certificate of the Restricted Securities covered by this Agreement which states that: the sale or transfer of the shares evidenced by the certificate is subject to certain restrictions pursuant to an agreement between the Security Holder (whether beneficial or of record) and the Company; the agreement is on file with the Company and the stock transfer agent; and a copy of the agreement is available upon request without charge.

Modifications of Agreement

9. This Agreement may be modified only with the written approval of the Administrator.

Other Requirements of the Company

10. The Company will:

a. File an executed copy of this Agreement with the Administrator before the effective date of the registered offering;

b. Provide copies of this Agreement and a statement of the initial public offering price to the Company's stock transfer agent;

c. Place appropriate stock transfer orders with the Company's stock transfer agent against the sale or transfer of the shares covered by this Agreement, except as otherwise provided in this Agreement;

d. Place the stock restriction legends described above on the periodic statement sent to the registered owner if the securities subject to this Agreement are uncertificated securities.

The Signatories have entered into this Agreement, which may be written in multiple counterparts and each of which will be considered an original, and have signed the Agreement in the capacities, and on the dates, indicated below.

	Date
Quest for the Gift of Life Foundation	January 31, 2003
By /s/ Jenine Barham, Trustee --- (Signature)	January 31, 2003
Company	
By /s/ Craig A. Davis --- President	January 31, 2003
By /s/ Teresa Fackrell --- Secretary	January 31, 2003

Exhibit 23.1

CONSENT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT

We hereby consent to the use in this Registration Statement on Form SB-2 of our report dated November 13, 2002, relating to the financial statements of Quest Group International, Inc., and to the reference to our Firm under the caption "Experts" in the Prospectus.

JONES SIMKINS LLP
Logan, Utah
February 6, 2003