

INSTALLMENT VENDOR'S LIEN NOTE

\$76,000.00

Albany, Texas

April 17, 2006

FOR VALUE RECEIVED, QUEST ENERGY MANAGEMENT GROUP, INC., BY AND THROUGH JEFF DOWNEY, VICE-PRESIDENT, promises to pay to FIRST NATIONAL BANK ALBANY/BRECKENRIDGE or order, the sum of ~~Seventy-six Thousand and NO/100~~ DOLLARS (\$76,000.00) with interest from date at the rate of Seven and three-quarters percent (7.750%) per annum, both principal and interest payable at its banking house in Albany or P. O. Box 157, Albany, Texas 76430.

The principal and interest of this note is payable in thirty-six (36) monthly installments, the first thirty-five (35) installments for the sum of \$716.00 each, and the last installment for all remaining amounts due on said Note. The interest to be calculated each month on the unpaid principal, and the payment to be first credited on the interest, and the remaining part of said payment credited on the principal; the first installment being due and payable on or before the 17th day of May, 2006, and the one installment to become due and payable on or before the 17th day of each succeeding month thereafter and with the remaining balance due and payable on or before April 17, 2009.

The interest on this note is payable monthly as it accrues as set out above; and all past due interest and principal shall bear interest from maturity at the highest non-usurious rate allowed by the laws of the State of Texas.

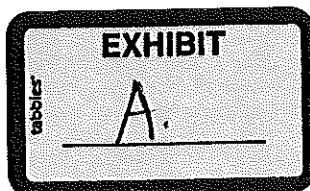
This note is given in part payment for a certain lot, tract or parcel of land situated in Shackelford County, Texas, to-wit:

Surface only of Lots 1 and 2, Block 36, Original Town of Albany in Shackelford County, Texas, as shown on the map or plat of said Town, recorded in Book C, Pages 294 and 295, Deed Records of Shackelford County, Texas, to which reference is here made for all purposes and full description, and including all improvements located thereon,

this day conveyed to QUEST ENERGY MANAGEMENT GROUP, INC., by LANCE MONROE CAUBLE and LYNDSEY CAUBLE to secure the payment of same, according to the tenor hereof, a Vendor's Lien is retained in said conveyance, and is hereby acknowledged; and as further security for the payment hereof, a Deed of Trust is this day given to J. RANDALL PALMORE, Trustee, for the benefit of the holder hereof.

This note is this day given by QUEST ENERGY MANAGEMENT GROUP, INC., as part of the purchase price for said above mentioned property; and it is understood and agreed that failure to pay this note, or any installment as above promised or any interest thereon when due, shall, at the election of the holder of said note, mature said note, and it shall at once become due and payable and the Vendor's Lien or Deed of Trust Lien herein mentioned, either or both shall become subject to foreclosure proceedings as the holder may elect.

Each maker, surety or endorser herein severally waives grace, demand, presentment, notice, protest and consents that time of payment may be extended without notice. And it is hereby specially agreed that if this Note is placed in the hands of an attorney for collection, or collected by suit or through Probate or Bankruptcy proceedings we agree to pay any reasonable attorney's fees additional on the principal and interest then due hereon.



Interest on the debt evidenced by this note shall not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides all other provisions in this and all other instruments concerning the debt.

"THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES".

"THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN PARTIES".

NOTICE TO BORROWER:

THIS LOAN IS PAYABLE IN FULL AT MATURITY. MAKER MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE PAYEE IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. MAKER WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT MAKER MAY OWN, OR MAKER WILL HAVE TO FIND ANOTHER LENDER, WHICH MAY BE THE PAYEE MAKER HAS THIS LOAN WITH, WILLING TO LEND MAKER THE MONEY AT THE PREVAILING MARKET RATES WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN. IF MAKER REFINANCES THIS LOAN AT MATURITY, MAKER MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF MAKER OBTAINS REFINANCING FROM THE SAME PAYEE.

QUEST ENERGY MANAGEMENT GROUP, INC.

BY: 

JEFF DOWNEY - VICE-PRESIDENT

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QUEST ENERGY MANAGEMENT GROUP, INC. 2671 DAISY LANE RICHARDSON, TX 75082	FIRST NATIONAL BANK ALBANY/BRECKENRIDGE P. O. BOX 157 100 SOUTH MAIN STREET ALBANY, TX 76430	Loan File Number _____ Date <u>04-17-2006</u> Loan Amount <u>\$76,000.00</u> Maturity Date <u>04-17-2009</u> Renewal Of _____ SS# <u>ID#20-3802445</u>
BORROWER'S NAME AND ADDRESS Includes each borrower above, jointly and severally.	LENDER'S NAME AND ADDRESS Includes the lender, its successors and assigns.	CODES <u>JRP 5-11 53-6 50-11</u>

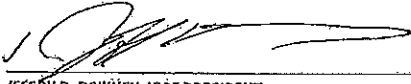
**DISCLAIMER OF ORAL
AGREEMENTS**

The Borrower, any other obligor, and Lender, hereinafter the Parties, have entered into a transaction generally described as DT-RE OFFICE BUILDING. In conjunction with this transaction the Parties have executed one or more promissory notes, assignments, security agreements, guaranty agreements, mortgages, deeds of trust or other documents. It is the intention of the Parties that this Disclaimer be incorporated by reference into each of the documents so executed for this transaction.

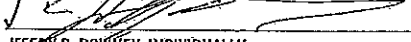
The Parties warrant and represent that the entire agreement made between the Parties is contained within the executed documents, as amended and supplemented hereby, and that no agreements or promises exist between the Parties that are not reflected in the language of the various documents executed in conjunction with this transaction.

**THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT
BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED
BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL
AGREEMENTS OF THE PARTIES.**

**THERE ARE NO UNWRITTEN ORAL
AGREEMENTS BETWEEN THE PARTIES.**



JEFFERY P. DOWNEY, VICE PRESIDENT



JEFFERY P. DOWNEY, INDIVIDUALLY

Lender J. RANDALL PALMORE, PRESIDENT