

Exhibit A

PROOF OF CLAIM FORM

<p>SECURITIES AND EXCHANGE COMMISSION, Plaintiff,</p> <p>v. ARTHUR NADEL, SCOOP CAPITAL, LLC, SCOOP MANAGEMENT, INC., Defendants, SCOOP REAL ESTATE, L.P., VALHALLA INVESTMENT PARTNERS, L.P., VALHALLA MANAGEMENT, INC., VICTORY IRA FUND, LTD., VICTORY FUND, LTD., VIKING IRA FUND, LLC, VIKING FUND, LLC, AND VIKING MANAGEMENT, LLC, Relief Defendants.</p> <p>Case Number: 8:09-CV-00087-T-26TBM U.S. District Court Middle District of Florida (Tampa Division)</p>	<p>Name and address of Claimant (Please print or type):</p> <p>FIRST NATIONAL BANK ALBANY/BRECKENRIDGE P. O. BOX 2019 ALBANY, TX 76430</p>
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ATTENTION:

On May 24, 2013, the Honorable Richard A. Lazzara of the United States District Court, Middle District of Florida, entered an Order appointing Burton W. Wiand as Receiver of QUEST ENERGY MANAGEMENT GROUP, INC. ("QUEST"). On June 17, 2016, the Court issued an Order establishing a Claim Bar Date for all claims and approving this Proof of Claim Form and the basic procedures to administer any claims. To be eligible to receive a distribution from QUEST's assets, you must complete and return this entire Proof of Claim Form and provide the requested documentation, so that it is received on or before **October 12, 2016**, to **Burton W. Wiand, Receiver, c/o Maya M. Lockwood, Esquire, Wiand Guerra King P.A., 5505 West Gray Street, Tampa, Florida 33609.** *The proper filling of this completed claim form may entitle you to receive a distribution from the Receivership. Altered forms will not be accepted.*

The information provided in this Proof of Claim Form will be used to calculate your distribution, if any, from the Receivership. The Receiver has the right to dispute and/or verify any information you have provided in order to determine the proper distribution amount, if any, to which you may be entitled.

IMPORTANT INFORMATION TO READ PRIOR TO SUBMITTING THIS FORM

ANY PERSON OR ENTITY SUBMITTING THIS PROOF OF CLAIM FORM SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA FOR ALL PURPOSES, INCLUDING, WITHOUT LIMITATION, AS TO ANY CLAIMS, OBJECTIONS, DEFENSES, OR COUNTERCLAIMS THAT COULD BE OR HAVE BEEN ASSERTED BY THE RECEIVER AGAINST SUCH CLAIMANT OR THE HOLDER OF SUCH CLAIM IN CONNECTION WITH THIS RECEIVERSHIP, INCLUDING THOSE ARISING OUT OF (1) ANY DEALING OR BUSINESS TRANSACTED BY OR WITH QUEST OR (2) ANY DEALING OR BUSINESS TRANSACTED THAT RELATES IN ANY WAY TO ANY RECEIVERSHIP PROPERTY. FURTHER, CLAIMANTS WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO SUCH CLAIMS, OBJECTIONS, DEFENSES, AND COUNTERCLAIMS. IF THIS COMPLETED FORM, SIGNED UNDER PENALTY OF PERJURY, IS NOT RECEIVED BY THE RECEIVER AT THE ABOVE-REFERENCED ADDRESS BY **OCTOBER 12, 2016**, YOU WILL BE FOREVER BARRED FROM ASSERTING ANY CLAIM AGAINST QUEST AND ITS ASSETS AND YOU WILL NOT BE ELIGIBLE TO RECEIVE ANY DISTRIBUTIONS FROM THE RECEIVER.

RECEIVED
SEP 12 2016

General Instructions:

You must answer each and every question. Please answer each question as fully as possible. If you need additional space to complete an answer, please attach a separate sheet of paper and indicate the number of the question for which you are providing the additional information. If the question does not apply to you, please write "not applicable." If the answer to the question is "no" or "none," please answer as such.

1. Full name, current address, telephone number, and email address of the Claimant (the person or entity making this claim to QUEST's assets). _____

First National Bank of Albany

P O Box 2019

Albany, TX 76430

2. If this form is being completed by a person other than the Claimant or on behalf of an entity, please provide the full name, address, telephone number, and email address of the person completing this form and the basis for that person's authority to act on the Claimant's behalf. _____

N/A

3. If this form is being completed on behalf of an entity, please provide the full name of the entity and all of its trustees, officers, directors, managing agents, shareholders, partners, beneficiaries, and any other party with an interest in the entity. _____

See #1

*Please see June 30, 2016 Statement of Condition including officer and

director listing.

4. Provide one mailing address where the Claimant authorizes the receipt of all future communications relating to this claim, including any possible distribution payment the Claimant may receive. It is the Claimant's sole responsibility to advise the Receiver of any change to this address after the submission of this form.

check here to use the same address provided in response to question number 1. Use the lines below to designate a mailing address different than the address provided in response to question number 1.

5. Provide the basis for your claim (please check applicable boxes):

Investor
 Provided Goods or Services to QUEST
 Other (specify basis) Loans to Quest Energy Management Group Inc.

If you are not an investor, write "Not Applicable" to questions number 6 through 13. If you are an investor, write "Not Applicable" to questions number 14 through 16. All Claimants must answer question number 17.

Questions Specific to Investors

6. Please provide the following information regarding your investment in or with, or interest in QUEST or any project or venture promoted by QUEST, and attach copies of all checks, bank or other financial account statements, invoices, wire transfer confirmations, and other documents relating to your answer.

1st investment in or with QUEST: N/A

totaled \$ _____ and was made on _____ (date); through a check (or wire transfer) made payable to _____ and drawn on account number _____ with _____ (identify financial institution).

If applicable, 2nd investment in or with QUEST: N/A

totaled \$ _____ and was made on _____ (date); through a check (or wire transfer) made payable to _____ and drawn on account number _____ with _____ (identify financial institution).

If additional investments were made, please attach a separate sheet identifying (1) those amounts, (2) the dates on which they were made, (3) the payee of the check (or recipient of the wire transfer), and (4) the account number and financial institution on which the check was drawn or the wire transfer initiated.

Total amount you invested with QUEST: \$ _____

7. Have you ever received any money from QUEST, including as an "interest" payment or "return of principal" on your investment or for any other reason? Yes No. If yes, please provide the following information for each amount received, and attach copies of all checks, bank or other financial account statements, wire transfer confirmations, and other documents relating to your answers. N/A

	<u>Date</u>	<u>Amount</u>	<u>Payor/Payee of check/wire</u>	<u>Reason for Payment</u>
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

If any additional amounts were received from QUEST, please attach a separate sheet identifying those amounts, the dates on which they were received, the payor and payee of the check(s) or wire transfers, and the reasons for the payments.

Total amount you received from QUEST: \$ _____

8. State the total amount of your claim (this is the amount that you are claiming you are owed from QUEST): \$ N/A

9. Did you receive any other funds or anything of value other than money (for example, a car or shares of stock) from QUEST, Paul Downey, Jeffrey Downey, or anyone acting on their behalf? Yes No. If yes, please identify how much or what you received, from whom, the date it was received, and the reason it was paid to you. _____

 N/A

10. Provide the name of the person or persons who solicited your investment in or with QUEST. _____

 N/A

11. Please explain the way in which you came to learn about QUEST and thereafter invest in or with it, including the person who introduced you to this entity, the statements made by that person, any documents provided by that person, meetings you had with the representative(s) of those entities, information that you relied on, and any other information.

 N/A

12. Are you related by blood or marriage to any of the Defendants in this matter (see case caption on first page for names), sales agents, Paul or Jeffrey Downey, or any current or former employee of QUEST?

 Yes No. If yes, identify to whom are you related and the nature of the relationship.

 N/A

13. Did you receive any commissions or other compensation of any nature from QUEST?

 Yes No. If yes, please identify how much or what you received, from whom, the date it was received, and the reason it was paid to you. _____

 N/A

Questions Specific To Non-Investor Claimants

14. If you were not an investor, state with specificity how you claim an interest in any distribution by QUEST (for example, you provided goods or services to QUEST for which you have not been paid). _____

 Mortgage loans per attached documents
 Exhibits "A" - "E"

15. State the amount you claim you are owed by QUEST. \$ 198,250.14 + INTEREST FROM 9/12/2013.
Attach copies of all documents relating to your claim (for example, copies of all invoices submitted to QUEST and copies of records of all payments received from same). If you delivered goods to QUEST, include a copy of the document confirming receipt by a representative of QUEST.

16. Identify your contact person or persons at QUEST. Jeff Downey

Question for all Claimants:

17. Have you sued, threatened suit, or otherwise commenced any lawsuits, arbitrations, actions, or other proceedings, or made any demands against any person or entity relating in any way to your claim?
 Yes x No. If yes, please identify the nature and status of any such action, the name of the attorney who commenced the action, and any monies received. _____

Please submit this completed and signed, under penalty of perjury, Proof of Claim Form and legible copies of all documentation requested in this form to **Burton W. Wland, Receiver, c/o Maya M. Lockwood., Esquire, Wland Guerra King P.A., 5505 West Gray Street, Tampa, Florida 33609, SO THAT IT IS RECEIVED NO LATER THAN OCTOBER 12, 2016.**

YOU MUST PROVIDE COPIES OF ALL DOCUMENTS OR OTHER MATERIALS THAT RELATE IN ANY WAY TO YOUR INVESTMENT IN QUEST, OR, IF YOU ARE NOT AN INVESTOR, TO YOUR CLAIM AGAINST QUEST, INCLUDING COPIES OF YOUR CANCELLED CHECKS, BANK OR OTHER FINANCIAL ACCOUNT STATEMENTS SHOWING ALL TRANSFERS OF FUNDS BETWEEN (OR FOR THE BENEFIT OF) YOU AND QUEST, STATEMENTS FROM QUEST, WIRE TRANSFER CONFIRMATIONS, AND ANY OTHER DOCUMENTS REGARDING YOUR CLAIM(S).

By signing below, I certify under penalty of perjury pursuant to Florida law that the information provided in this form is true and correct. If this claim is being submitted by more than one person, all persons submitting the claim must sign below certifying under penalty of perjury that the information provided is true and correct.

Signature of Claimant: 

Print Name: J. Randall Palmore

Date: September 2, 2016

Title (if any): President

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.

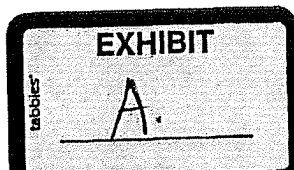
This note is given in part payment for a certain lot, tract or parcel of land situated in Shackelford County, Texas, to-wit:

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 LYNDSY 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

V\NOTE\FNB.QUEST

QUEST ENERGY MANAGEMENT GROUP, INC. 2871 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 04-17-2006 Loan Amount \$26,000.00 Maturity Date 04-17-2009 Renewal Of _____ SS# ID#20-3802446
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 JRP 5-11 53-0 50-11

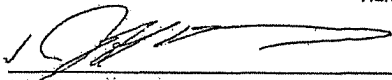
DISCLAIMER OF ORAL AGREEMENTS

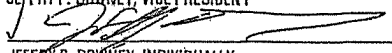
The Borrower, any other obligor, and Lender, hereinafter the Parties, have entered into a transaction generally described as D/T-R/E OFFICE BUILDING. In conjunction with this transaction the Parties have executed one or more promissory notes, assignments, security agreements, guaranty agreements, mortgages, 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

20120354

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MODIFICATION, RENEWAL AND EXTENSION OF NOTE, LIEN, AND OTHER DOCUMENTS

First National Bank Albany/Breckenridge P.O. Box 2019, Albany, TX 76430 "BANK"

DATE 4/17/12 INITIALS JRS MILM # 2451

THE STATE OF TEXAS

COUNTY OF Shackelford

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT (herein so called) is made and entered into as of the 17 day of April, 2012 by and between Bank and Quest Energy Management Group, Inc. ("Borrower").

WITNESSETH:

WHEREAS, Borrower executed and delivered to Bank Borrower's Promissory Note ("Note") dated April 17, 2006, in the original principal amount of \$ 76,000.00; and

WHEREAS, the Note is secured by a deed of trust lien conveyed in a Deed of Trust (the "Deed of Trust") dated April 17, 2006, recorded in Volume 512, Page 626, Deed of Trust Records of Shackelford County, Texas, and is further secured by certain Other Documents (herein so called) and executed by Borrower in favor of Bank and reference in here made to all of said documents for all purposes; and

WHEREAS, Bank is the holder and owner of the Note, deed of trust lien, and Other Documents (The Deed of Trust and Other Documents herein-after collectively called the "Security Documents"), and Borrower is the record owner of the Property described in said Security Documents; and

WHEREAS, the Note presently matures on April 17, 2012, and

WHEREAS, Borrower has requested and Bank has agreed to renew and extend the maturity of the Note.

NOW THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and the exchange of other good and valuable consideration paid by each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged, Bank and Borrower AGREE AS FOLLOWS:

1. Acknowledgement of Outstanding Balance. The parties hereto acknowledge that the outstanding principal balance of the Note as of the date hereof is \$ 52,463.74.

2. Renewal and Extension of Maturity. The Note is hereby renewed and the maturity of the Note is hereby extended to April 17, 2015 ("Revised Maturity Date").

3. Modification of Interest Rate. The interest rate (in the Note) is hereby amended to be 6.25%. The actual interest charged shall be subject, however, to the interest limitations specified in the Note, which limitations are incorporated herein by reference.

4. Required Payments. Principal and accrued unpaid interest shall be due and payable as follows: 36 monthly payments, being the first 35 payments of \$716.00 including interest beginning on or before May 17, 2012 and monthly thereafter until the final payment when all unpaid principal and interest are then due on or before April 17, 2015;

until the Revised Maturity Date, on which date all unpaid principal and accrued and unpaid interest shall be due and payable. Interest shall be calculated on the unpaid principal to the dated of each installment paid and the payment made credited first to the discharge of the interest accrued and the balance to the reduction of principal.

5. Ratification of Security Documents. Borrower and Bank further agree that the liens, assignments and security interests created by the Security Documents shall continue and carry forward until the Note and all indebtedness evidenced thereby is paid in full. Borrower further agrees that such liens, assignments and security interests are hereby ratified and affirmed as valid and subsisting against the real property, personal property and fixtures described in the Security Documents, and that this Agreement shall in no manner vitiate, affect or impair the Note or the Security Documents (except as expressly modified in the Agreement), and that such liens, assignments, and security interests shall not in any manner be waived, released, altered or modified until the Note and all other obligations secured by the Security Documents (including any and all subsequent renewals and extensions) have been paid in full.

6. Borrower's Address. Borrower's address, for purposes of any notices required by the Note and/or the Security Documents, shall be as follows: 64 South Jacobs, Albany, Texas 76430

7. Miscellaneous.

(a). THIS NOTE IS PAYABLE IN FULL ON OR BEFORE THE MATURITY DATE OR ON DEMAND. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST WHEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE SAID NOTE AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLE HIGHER THAN THE INTEREST RATE ON THIS LOAN.

(b). As modified hereby, the provisions of the Note and Security Documents shall continue in full force and effect, and Borrower acknowledges and affirms Borrower's liability to Bank thereunder. In the event of an inconsistency between this Agreement and the terms of the Note and/or Security Documents, this Agreement shall govern.

(c). Borrower hereby agrees to pay all costs and expenses incurred by Bank in connection with the execution and administration of this Agreement, the reinstatement and modification of the note and/or Security Documents, and any other documents executed in connection herewith.

(d). Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Documents, shall allow Bank to exercise any or all of its remedies set forth in such Note and Security Documents or at law or in equity.

(e). Bank does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto.

(f). This Agreement may be executed in multiple counterparts, each of which shall constitute any original instrument, but all of which shall constitute one and the same Agreement.

(g). All terms, provisions, covenants, agreements and conditions of the Note and Security Documents are unchanged, except as provided herein. Borrower agrees that this Agreement and all of the covenants and agreements contained herein shall be binding upon such parties and shall inure to the benefit of Bank and each of their respective heirs, executors, legal representatives, successors and permitted assigns.

EXECUTED as of the day, month and year first written above.

FIRST NATIONAL BANK ALBANY/BRECKENRIDGE:

[Signature]

By: J. Randall Palmore

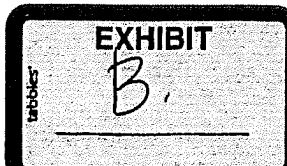
Title: President

BORROWER:

Quest Energy Management Group, Inc.

[Signature]

By: Jeff Downay, Vice President

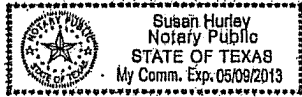


THE STATE OF TEXAS

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COUNTY OF Shackelford

This instrument was acknowledged before me on the 25th day of April, 2012 by J. Randall Palmore President, of FIRST NATIONAL BANK ALBANY/BRECKENRIDGE, a national banking association, on behalf of said banking association.



Susan Hurley
Notary Public in and for the State of Texas

My commission expires 5-9-2013

THE STATE OF TEXAS

COUNTY OF Shackelford

This instrument was acknowledged before me on the ___ day of April, 2012 by Jeff Downey, President of Quest Energy Management Group, Inc., a Texas corporation on behalf of said corporation.



Angela D. Moore
Notary Public in and for the State of Texas

My commission expires 3/3/14

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the ___ day of _____, ___ by _____

Notary Public in and for the State of Texas

My commission expires _____

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the ___ day of _____, ___ by _____

Notary Public in and for the State of Texas

My commission expires _____

After recording, please return to:

First National Bank Albany/Breckenridge
P.O. Box 2019
Albany, Texas 76430

No. 20120354

FILED FOR RECORD
AT 2:09 O'CLOCK P
ON THE 26th DAY OF
April A.D. 2012

STATE OF TEXAS
COUNTY OF SHACKELFORD
I hereby certify that this instrument was FILED on the date and at the time stamped herein by me and was duly RECORDED in the Volume and Page of the Official Public Records of Shackelford County, Texas.

Cheri Hawkins
County Clerk, Shackelford County, TX
BY Mary Newman
Deputy

Cheri Hawkins
County Clerk, Shackelford County, Texas
OFFICIAL PUBLIC RECORDS
VOL. 554 PAGE 03
RECORDED 4/26/2012

Promissory Note

Date: October 13, 2010

Borrower: Quest Energy Management Group, Inc., a Texas corporation.

Borrower's Mailing Address:

Quest Energy Management Group, Inc.
64 S. Jacobs St.
Albany, TX 76430
Shackelford County

Lender: First National Bank Albany/Breckenridge, a national bank.

Place for Payment:

P.O. Box 2019
Albany, Shackelford County, Texas 76430, or any other place that Lender may designate in writing.

Principal Amount: \$700,000.00

Annual Interest Rate: Six and One-Fourth Percent (6.25%)

Maturity Date: November 13, 2013

Annual Interest Rate on Matured, Unpaid Amounts: Six and One-Fourth Percent (6.25%)

Terms of Payment (principal and interest):

The Principal Amount and interest are due and payable in 35 equal monthly installments of TWENTY-ONE THOUSAND THREE HUNDRED SEVENTY-EIGHT AND NO/100 DOLLARS (\$21378.00), beginning December 13, 2010, and thereafter on the thirteenth day of each succeeding month through October 13, 2013, and in one final installment on November 13, 2013 in the amount of the unpaid principal and accrued, unpaid interest as of that date. Payments will be applied first to accrued interest and the remainder to reduction of the Principal Amount.

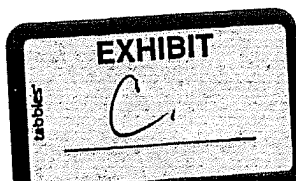
Security for Payment: This note is secured by a deed of trust dated October 13, 2010 from Quest Energy Management Group, Inc. to J. Randall Palmore, trustee, which covers the following real property:

Those oil and gas leasehold estate, personal property and equipment on the leases as described in Exhibit A.

Other Security for Payment: None

Borrower promises to pay to the order of Lender the Principal Amount plus interest at the Annual Interest Rate. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. After maturity, Borrower promises to pay any unpaid principal balance plus interest at the Annual Interest Rate on Matured, Unpaid Amounts.

If Borrower defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due. Notwithstanding any other provision of this note, in the event of a default, before exercising any of Lender's remedies under this note or any deed of trust securing it, Lender will first give Borrower written notice of default and Borrower will have ten days after notice is given in which to cure the default. If



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the default is not cured ten days after notice, Borrower and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

Borrower also promises to pay court costs and other costs and attorney's fees assessed by a court if this note is placed in the hands of an attorney to collect or enforce the note. Borrower will pay Lender these expenses on demand at the Place for Payment. These expenses will become part of the debt evidenced by the note and will be secured by any security for payment.

Prepayment: Borrower may prepay this note in any amount at any time before the Maturity Date without penalty or premium.

Application of Prepayment: Prepayments will be applied to installments on the last maturing principal, and interest on that prepaid principal will immediately cease to accrue.

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

Each Borrower is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

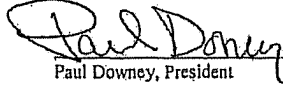
A default exists under this note if (1) (a) Borrower or (b) any other person liable on any part of this note or who grants a lien or security interest on property as security for any part of this note (an "Other Obligated Party") fails to timely pay or perform any obligation or covenant in any written agreement between Lender and Borrower or any Other Obligated Party; (2) any warranty, covenant, or representation in this note or in any other written agreement between Lender and Borrower or any Other Obligated Party is materially false when made; (3) a receiver is appointed for Borrower, any Other Obligated Party, or any property on which a lien or security interest is created as security (the "Collateral Security") for any part of this note; (4) any Collateral Security is assigned for the benefit of creditors; (5) a bankruptcy or insolvency proceeding is commenced by Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; (6) (a) a bankruptcy or insolvency proceeding is commenced against Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party and (b) the proceeding continues without dismissal for sixty days, the party against whom the proceeding is commenced admits the material allegations of the petition against it, or an order for relief is entered; (7) any of the following parties is dissolved, begins to wind up its affairs, is authorized to dissolve or wind up its affairs by its governing body or persons, or any event occurs or condition exists that permits the dissolution or winding up of the affairs of any of the following parties: Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; and (8) any Collateral Security is impaired by loss, theft, damage, levy and execution, issuance of an official writ or order of seizure, or destruction, unless it is promptly replaced with collateral security of like kind and quality or restored to its former condition.

If any provision of this note conflicts with any provision of a loan agreement, deed of trust, or security agreement of the same transaction between Lender and Borrower, the provisions of the deed of trust will govern to the extent of the conflict.

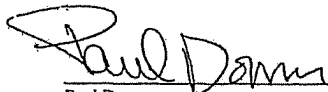
This note will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction.

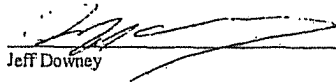
We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Quest Energy Management Group, Inc., a Texas corporation,


Paul Downey, President

For value received, we, Paul Downey and Jeff Downey, jointly and severally, absolutely, irrevocably, and unconditionally guarantee payment of this note according to its terms to the same extent as if we were Borrowers on this note. We jointly and severally waive all demands and all notices, including notice of intention to accelerate maturity, notice of acceleration of maturity, notice of nonpayment or default, presentment for payment, protest, notice of protest, suit, and diligence. We also jointly and severally waive any notice of and defense based on the extension of time of payment or change in methods of payment or the release of any collateral securing this note and consent to all renewals, extensions, and other adjustments in the manner of payment of this note and any transfer of this note to any third party. This is an unconditional guaranty of payment and performance, not of collection, and it is an agreement of guaranty, not of suretyship. We jointly and severally waive all requirements of law, if any, that any collection efforts be made against Borrower or that any action be brought against Borrower before resorting to this guaranty.


Paul Downey


Jeff Downey

280241

VOL. 526 PAGE 0501

DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT
OF PRODUCTION, AND FINANCING STATEMENT OF OIL AND GAS PROPERTIES
(Including After-Acquired Title)

State: Texas
County: Shackelford
Grantor: Quest Energy Management Group, Inc., 64 S. Jacobs St., Albany, TX
76430
Trustee: J. Randall Palmore
Beneficiary: First National Bank Albany/Breckenridge, P. O. Box 157, Albany, TX
76430
Effective Date: March 12, 2008

Grantor, named above, to secure \$600,000.00 due First National Bank Albany/Breckenridge and performance of the Obligation, defined in Article One below, and in consideration of the other valuable consideration paid to Grantor, the receipt and adequacy of which are acknowledged, and in consideration of the debt and trusts set out below, grants, bargains, sells, assigns, transfers, and conveys to Trustee, named above, and to the Trustee's successor or successors or substitutes, with power of sale, the real and personal properties, rights, title, interests and estates described or to which reference is made in paragraphs I through VI below, inclusive, whether now owned or later acquired by Grantor (collectively the "Mortgaged Property");

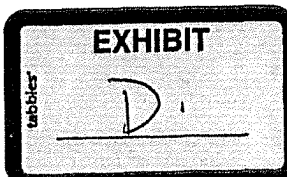
I. Oil and Gas Leases and Other Properties. All of the oil and/or gas and mineral leases, lands, interests and other properties (all leases being the "Leases," and all the leases, lands, interests and other properties being called the "Interests") which are described and/or to which reference may be made on Exhibit "A."

II. Pooled Interests. All rights, title, interests and estates now owned or later acquired by Grantor in and to (i) any and all properties now or later pooled or unitized with any of the Interests, and (ii) all presently existing or future unitization, communitization and pooling agreements, and the resulting units created, which include all or any part of the Interests, including, without limitation, all units formed under or pursuant to any Laws. The rights, titles, interests and estates described in this paragraph II shall also be included within the term "Interests."

III. Hydrocarbons. All oil, gas, casinghead gas, drip gasoline, natural gasoline and condensate, distillate, all other liquid and gaseous hydrocarbons, and all other minerals, and all their products and byproducts (collectively the "Hydrocarbons"), now or later accruing to or produced from the Interests and/or to which Grantor now or later may be entitled as a result of or by virtue of its record and/or beneficial ownership of any one or more of the Interests.

IV. Contracts. All present and future rights of Grantor (including, without limitation, all rights to receive payments) under or by virtue of all present and future operating agreements, contracts for the purchase, exchange, processing, transportation or sale of Hydrocarbons, and other contracts and agreements relating in any way to all or any part of the Mortgaged Property, as the contracts may be amended or supplemented from time to time (the "Contracts").

V. Other Property. All tenements, hereditaments, appurtenances and properties in anywise appertaining, belonging, affixed or incidental to the Leases, in which Grantor now owns or later acquires an interest, including, without limitation, any and all property, real or personal, in which Grantor now owns or acquires an interest which is situated upon and/or used or useful in connection with all or any part of the Leases. All pipelines, gathering lines, trunk lines, lateral lines, pipeline easements and rights-of-way, compressor, dehydration and pumping equipment, sites and leases, pumps, compressors, dehydration units, separators, heater treaters, valves, flow lines, gauge meters, alarms, supplies, machinery, derricks, buildings, tanks, casings, christmas trees, tubing, rods, liquid extractors, engines, boilers, tools, appliances, cables, wires, surface leases, rights-of-way, easements, servitudes, and franchises, and all accessions,



additions, substitutes and replacements to or for, and all accessories and attachments to any of the foregoing. All surface leases, easements, licenses, rights-of-way and franchises are collectively referred to as the "Easements," and all tangible property described in this paragraph V are collectively the "Personal Property").

VI. Other Rights to Hydrocarbons. Any and all other rights, titles, estates, royalties and interests (whether or not presently included within the Interests) now owned or subsequently acquired by Grantor: (a) in and to all Hydrocarbons in and under and that may be produced and saved from the lands described or to which reference is made in Exhibit "A" (the "Lands"); and, (b) in and to all reversions, remainders, tolls, rents, revenues, issues, proceeds, earnings, income and profits from the Lands.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the rights, privileges, contracts and appurtenances now, later, or at any time before the foreclosure or release of this Deed of Trust in anywise pertaining or belonging, to the Trustee and to his successors or substitutes and to their successors and assigns, forever. Grantor expressly binds and obligates Grantor and Grantor's successors to warrant and forever defend, all and singular, the Mortgaged Property to the Trustee and to his successors or substitutes and to their successors and assigns, against the lawful claims of any and all persons whomsoever claiming or to claim all, or any part of the Mortgaged Property, SUBJECT, HOWEVER, ONLY to Permitted Liens, as defined in Section 5.13.

This conveyance is made in trust, however, upon the terms and provisions set out below to secure the full and final payment and performance of the Obligation, described in Article One below.

To further secure the Obligation, Grantor grants to Beneficiary, named above, a security interest in the Mortgaged Property, to the extent the Mortgaged Property consists of equipment, general intangibles, accounts, inventory, fixtures and any and all other personal property of any kind or character defined in and subject to the provisions of the applicable Uniform Commercial Code of each state where any of the Mortgaged Property is situated (the "Code"), including the proceeds and products from any and all of the Mortgaged Property (all of the Mortgaged Property and its proceeds and products referred to as the "Collateral"). Upon the happening of any Default, Beneficiary is and shall be entitled to all of the Rights afforded a secured party by the applicable Code with reference to the Collateral, or Trustee or Beneficiary may proceed as to both the real and personal property in accordance with the Rights granted under this Deed of Trust in respect to the real property covered. These Rights shall be cumulative and in addition to those granted to Trustee or Beneficiary under any other provision of this Deed of Trust or under any other instrument executed in connection with or as security for all or any part of the Obligation.

REFERENCE IS MADE TO SECTION 5.13 FOR THE DEFINITIONS OF SEVERAL OF THE TERMS USED IN THIS DEED OF TRUST.

ARTICLE ONE Secured Obligation

This Deed of Trust, Mortgage, Security Agreement, Assignment of Production and Financing Statement (the "Deed of Trust") is made to secure and enforce the following note or notes, obligations, indebtedness, covenants, conditions, agreements, loans, advances, debts and liabilities (the "Obligation"):

1.1 Note. "Note" is used herein refers to, and this conveyance is made in trust to secure payment of (a) one certain note executed by Grantor payable to Beneficiary in the original principal sum of \$600,000.00, dated this date, and (b) all other present and future indebtedness of Quest Energy Management Group, Inc. to First National Bank Albany/Breckenridge, regardless of how any such debt is incurred or evidenced. Payment on all said present and future debts to Lender will be made at P. O. Box 157, or 100 South Main, Albany, Texas 76430, in Shackelford County, Texas and the debts will bear interest as provided in notes or other evidences of debt that Quest Energy Management Group, Inc. will give to First National Bank Albany/Breckenridge. This conveyance also secures all renewals and extensions of any such present and/or future debt.

1.2 Other Indebtedness. Any and all other or additional indebtedness or liabilities for which Grantor is now or may subsequently become liable to Beneficiary at any time and from time to time, in any manner, either primarily or secondarily, absolutely or contingently, directly or indirectly, jointly, severally, or jointly and severally, and whether matured or unmatured, including all indebtedness and liabilities now or subsequently arising directly out of transactions between Grantor and Beneficiary or acquired by Beneficiary outright, conditionally or as collateral security from another Person, whether or not created after payment in full of the Note if this Deed of Trust has not been released of record by Beneficiary.

1.3 Indebtedness Arising Under Security Instruments. All indebtedness, obligations, covenants, conditions, agreements, and liabilities arising under the provisions of this Deed of Trust and/or any other security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, or loan agreement of any kind now or hereafter existing as security for, executed in connection with, or related to the Obligation and/or any part of the Obligation (each being referred to as "other security instrument").

1.4 Future Advances. All loans and advances which Beneficiary may later make to Grantor. It is contemplated Beneficiary may lend additional sums to Grantor from time to time, and Grantor agrees all additional loans shall be secured by this Deed of Trust. Nothing contained in this Deed of Trust shall be construed to obligate Beneficiary to make any further advances.

1.5 Costs and Expenses. All sums advanced and costs and expenses incurred by Beneficiary, including without limitation, all legal, accounting, engineering, management, consulting or like fees, made and incurred in connection with all or any part of Sections 1.1, 1.2, 1.3 and 1.4, or in connection with the acquisition, perfection, realization, maintenance or preservation of the security therefor, or in connection with all or part of the following Section 1.6, whether the advances, costs or expenses were made and incurred at the request of Grantor or Beneficiary.

1.6 Renewals, Extensions, and Rearrangements. Any and all renewals, extensions, and/or rearrangements of all or any part of the Note, indebtedness, obligations, debts, loans, advances, covenants, agreements and liabilities described or to which reference is made in Sections 1.1, 1.2, 1.3, 1.4, and 1.5.

ARTICLE TWO

Representations, Warranties, and Covenants Of Grantor

2.1 Representations and Warranties. Grantor represents and warrants to Beneficiary that:

(a) Authority. Grantor has authority to execute this Deed of Trust, to grant, bargain, sell, mortgage, assign, transfer, and convey the Mortgaged Property to the Trustee and to make the covenants, representations, warranties, and assignments contained in this Deed of Trust.

(b) Title. Grantor: (i) has good and indefeasible title to; (ii) is the lawful owner and holder of; and, (iii) is possessed of the Mortgaged Property free and clear of any and all Liens except Permitted Liens.

(c) Percentage Interests. The percentage interests of Grantor's participation in the total production of Hydrocarbons produced and saved from the Mortgaged Property described in Exhibit "A" are at least and in no event will ever be less than as represented in Exhibit "A," and the representations and warranties of Grantor set forth in Exhibit "A" are incorporated into this Deed of Trust by reference as if copied verbatim in the body of this Deed of Trust at this point.

(d) Advance Payment Contract. Grantor is not a party to any advance payment contract affecting or relating to any of the Interests which has not been disclosed to Beneficiary in writing.

2.2 Covenants of Grantor. Grantor, for Grantor and Grantor's Successors, covenants and agrees to:

(a) Additional Documents. At any time, and from time to time, upon request by Beneficiary, execute and deliver to Beneficiary any and all additional instruments and further assurances, and do all other acts and things, necessary or proper, in Beneficiary's opinion, to effect the intent of this Deed of Trust and to evidence and perfect the Rights and Liens created or intended to be created by this Deed of Trust and protect the Rights of Beneficiary.

(b) Cure of Defects. If the validity or priority of this Deed of Trust or any Rights or Liens it creates or evidences with respect to all or any material part of the Mortgaged Property shall be endangered, questioned, attacked, directly or indirectly, or if any legal proceedings are instituted against Grantor with respect to the Deed of Trust Rights or Liens, Grantor will promptly give written notice to Beneficiary. At Grantor's own cost and expense, it will diligently endeavor to cure any defect that may be developed or claimed, and take all necessary and proper steps for the defense of any legal proceedings, including, but not limited to, the employment of counsel acceptable to Beneficiary, the prosecution or defense of litigation and the release or discharge of all adverse claims. Trustee and Beneficiary, or either of them (whether or not named as parties to legal proceedings) are authorized and empowered to take such additional steps as in their judgment and discretion may be necessary or proper for the defense of any legal proceedings, including, but not limited to, the prosecution or defense of litigation, and the compromise or discharge of any adverse claims made with respect to the Mortgaged Property. All expense, of every kind and character, incurred by Beneficiary or Trustee, shall be a demand obligation owing by Grantor to Beneficiary.

(c) Payment of Taxes. Pay, or cause to be paid, before delinquent, all lawful Taxes attributable to all or any part of the Mortgaged Property, and from time to time, upon request of Beneficiary, furnish evidence satisfactory to Beneficiary of the timely payment of such Taxes.

(d) Compliance with Leases, Interests, Contracts, and Easements. Timely perform all obligations under, and not violate any of the Leases, Interests, Contracts, or Easements.

(e) Maintenance of Mortgaged Property. At all times maintain, preserve, and keep the Mortgaged Property in good repair and condition, and from time to time to make all necessary and proper repairs, replacements, and renewals; and, not commit or permit any waste on or of the Mortgaged Property, or do anything to the Mortgaged Property that may impair its value.

(f) Payment for Labor and Materials. Promptly pay all bills for labor and materials incurred in connection with the Mortgaged Property and never permit to be fixed, against all or any part of the Mortgaged Property, any Lien even though inferior to the Lien created by this Deed of Trust, for any bill which may be legally due and payable, except a Permitted Lien.

(g) Performance of Obligation. Pay and perform all of the Obligation.

(h) Mortgage Taxes. At any time any Law is enacted imposing or authorizing the imposition of any Tax on this Deed of Trust, or on any Lien created, immediately pay all such Taxes. In the alternative, Grantor may, in the event of the enactment of such a Law, and must, if it is unlawful for Grantor to pay Taxes, prepay that portion of the Obligation which Beneficiary in good faith determines is secured by property covered by such Law within 60 days after demand by Beneficiary.

(i) Performance of Covenants. Punctually and properly perform all of Grantor's covenants, duties, and liabilities under this Deed of Trust and any other security instrument.

(j) Inspection of Mortgaged Property. Allow Beneficiary or its designated agents to inspect the Mortgaged Property and all related records, and to make and retain copies of the records.

(k) Operation of Mortgaged Property. Operate the Mortgaged Property, or cause it to be operated, in a careful and efficient manner in compliance with the practices of the industry and all Leases, Contracts, Easements, and Laws.

(l) Development Work. Do, or cause to be done, development and other work as may be reasonably necessary to protect from diminution the production capacity of the Mortgaged Property and each producing well on the Mortgaged Property.

(m) Maintenance of Leases, Contracts, and Easements. Maintain all Leases, Contracts, and Easements in full force and effect and not permit to occur the surrender, abandonment, release, or termination of any Leases, Contracts, or Easements, as long as the Interests are capable of producing Hydrocarbons in paying quantities.

(n) Insurance. Carry insurance on the Mortgaged Property with such insurers, in such amounts, and covering such risks as are customary in the industry, including, but not limited to, workmen's compensation insurance and insurance against loss or damage by fire, lightning, hail, windstorm, explosion, hazards, casualties and other contingencies. Grantor shall cause all insurance to be payable to Beneficiary as its interest may appear, deliver the policies of insurance to Beneficiary, pay or cause to be paid all premiums for the insurance at least 15 days before the premiums become due, furnish Beneficiary satisfactory proof of the timely making of the payments, and deliver all renewal policies to Beneficiary at least 15 days before the expiration date of each expiring policy.

(o) Compliance with Laws. Comply with all Laws applicable to the Mortgaged Property and its ownership, use and operation.

(p) Sales of Mortgaged Property. Grantor shall not, without the prior written consent of Beneficiary, sell, trade, transfer, convey, assign, exchange, pledge, encumber, create any lien (except a Permitted Lien) with respect to or otherwise dispose of all or part of the Mortgaged Property, or any interest in the Mortgaged Property, except items of Personal Property which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to or greater than the replaced items when new.

(q) Title Opinions. Furnish Beneficiary copies of any title opinions and abstracts of title requested from time to time by Beneficiary which Grantor has or may obtain on any part of the Mortgaged Property.

(r) Principal Office. Maintain the principal office and place of business of Grantor with all of Grantor's records and files relating to the Mortgaged Property at Grantor's address set out on page 1, except for those customarily maintained at the Mortgaged Property.

(s) Advance Payment Contract. Grantor shall not enter into or agree to any Advance Payment Contract with any Person affecting any of the Mortgaged Property prior to obtaining the written consent and approval to do so from Beneficiary. It is expressly stipulated as a condition of granting approval of any Advance Payment Contract that Beneficiary may, in its discretion, require all or part of any Advance Payment be paid to Beneficiary for application toward payment of the Obligation or require any portion of an Advance Payment not applied on the Obligation be placed in escrow with Beneficiary to insure its use as Beneficiary may direct or determine. Beneficiary, in its sole discretion, may impose other conditions upon its consent or may refuse to consent to the making of an Advance Payment Contract. Whether or not Beneficiary's consent to an Advance Payment Contract previously and later made by Grantor has been obtained, and regardless of whether the existence or making of an Advance Payment Contract constitutes a breach of Grantor's representations or covenants, it is expressly stipulated that unless otherwise agreed to in writing by Beneficiary, all Advance Payments due to Grantor under any Advance Payment Contract shall be deemed proceeds of the sale of Hydrocarbons from the Mortgaged Property which are assigned to and are to be paid over to Beneficiary. Beneficiary's receipt or acceptance of any Advance Payment or its application toward payment of the Obligation shall not constitute a waiver of any Default resulting from the existence of making of the Advance Payment Contract by which an Advance Payment is made, or a ratification, approval, or consent by Beneficiary of an Advance Payment Contract.

(t) Properties Not Operated by Grantor. Notwithstanding anything in this Section 2.2 to the contrary, Grantor, as to Interests which are not operated by Grantor, shall not be obligated to perform

undertakings performable only by other operators which are beyond the control of Grantor. However, in each case, Grantor will promptly take all actions available to it, under applicable operating arrangements or otherwise, to bring about the performance of any undertakings required to be performed by operators.

ARTICLE THREE
Defaults and Remedies

3.1 Defaults. The term "Default" shall mean: (i) the failure of Grantor to observe or perform any covenant or agreement contained in this Deed of Trust or in any Loan Agreement between Beneficiary and Grantor; (ii) the failure of Grantor to pay when due all or any part of any installment of principal or of interest on the Obligation, as and when the same is due and payable (whether at stated maturity, by acceleration, or otherwise); or (iii) the death or incapacity of any guarantor of any part of the Obligation.

3.2 Remedies. If a Default shall occur and continue, Beneficiary may, at its option, do any one or more of the following, to the extent permitted by applicable Law:

(a) Payment or Performance by Beneficiary. If Grantor has failed to keep or perform any covenant contained in this Deed of Trust or any other security instrument, Beneficiary may, but shall not be obligated to any Person to do so, perform or attempt to perform the covenant, and any payments made or expenses incurred in the performance or attempted performance of the covenant shall be a part of the Obligation, and Grantor promises, upon demand, to pay to Beneficiary, at the place where the Note is payable, or at such other place as Beneficiary may direct by written notice, all sums advanced or paid by Beneficiary, with interest at the Highest Lawful Rate, from the date when paid or incurred by Beneficiary until paid by Grantor. No payments by Beneficiary shall constitute a waiver of any Default. In addition to the Liens granted by this Deed of Trust, Beneficiary shall be subrogated to all Rights and Liens securing the payment of any debt, claim, tax, or assessment for the payments of which Beneficiary may make an advance.

(b) Acceleration. Beneficiary may, at its option, declare the aggregate unpaid principal amount of and interest on the Note and all other parts of the Obligation to be, and the same shall then become, immediately due and payable without presentment, demand, protest, notice of acceleration, notice of intent to accelerate, notice of protest or notice of dishonor, or any other notice of any kind, all of which are expressly waived by Grantor.

(c) Foreclosure. Beneficiary may request Trustee to proceed with foreclosure. In that event Trustee is expressly authorized and empowered, and it shall be the Trustee's duty, on request by Beneficiary, and to the extent permitted by applicable Law, to sell all or any part of the Mortgaged Property at one or more sales, as an entirety or in parcels, at the place or places and otherwise in the manner and on such notice as may be required by applicable Law, or in the absence of any requirement, as Trustee and/or Beneficiary may deem appropriate, and to make conveyance(s) to the purchaser or purchasers at the sale(s). Any sale of any part of the Mortgaged Property shall be made to the highest bidder or bidders for cash, at the courthouse door or, or at such other place as may be required or permitted by applicable Law, in the county (or judicial district) in the state where the Lands included within the Mortgaged Property to be sold is located. However, if the Lands are located in more than one county (or judicial district) of any state, the sale of all or part of the Mortgaged Property may be made in any county (or judicial district) in the state where any part of the Lands included within the Mortgaged Property to be sold is located. Any sale(s) shall be made at public auction, on the day of any month, during the hours of the day and after written notices of the state have been publicly posted in the places and for the time periods and after all Persons entitled to notice have been sent such notice, all as required by applicable Law in effect at the time of a sale.

Nothing in this Article shall be deemed to require Beneficiary or Trustee to do, and Beneficiary and Trustee shall not be required to do, any act other than as required by applicable Law in effect at the time of a sale. Any sale may be as a whole or in parcels as Trustee may select. After a sale, Trustee shall make and deliver to the purchaser or purchasers at the sale, good and sufficient deeds and assignments, in the name of Grantor, conveying the sold Mortgaged Property to the purchaser or purchasers with limited warranty of title (subject to Permitted Liens) by Grantor. Sale of a part of the Mortgaged Property shall not

exhaust the power of sale, but sales may be made from time to time until the Obligation is paid and performed in full.

It shall not be necessary to have present or to exhibit at any sale any of the Collateral. In addition to the Rights and powers of sale granted under the provisions of this Subsection 3.2(c), if default is made in the payment of any installment of the Obligation, Beneficiary, at its option, at once or at any later time while any matured installment remains unpaid, without declaring the entire Obligation to be due and payable, orally or in writing direct the Trustee to enforce this trust and to sell the Mortgaged Property subject to the unmatured Obligation and the Liens securing its payment, in the same manner, on the same terms, at the same place and time, and after having given notice in the same manner, all as provided in the preceding provisions of this Subsection 3.2(c).

After a sale, Trustee shall make conveyance to the purchaser or purchasers. Sales made without maturing the Obligation may be made whenever there is a default in the payment of any installment of the Obligation without exhausting the granted power of sale and without affecting in any way the power of sale granted under this Subsection 3.2(c) on the unmatured balance of the Obligation (except as to any proceeds of any sale which Beneficiary may apply as a prepayment on the Obligation) or the Liens securing payment of the Obligation.

It is intended by each of the foregoing provisions of this Subsection 3.2(c) that Trustee may, after any request or direction by Beneficiary, sell, not only the Interests included within, but also all other items constituting a part of, the Mortgaged Property, or any part, along with all or any part of the Lands included within the Mortgaged Property all as a unit and as a part of a single sale, or may sell any part of the Mortgaged Property separately from the remainder of the Mortgaged Property. It is agreed that in any assignments, bills of sale, or deeds given by Trustee, any and all statements of fact or other recitals made as to the identity of Beneficiary, the occurrence or existence of any Default, the acceleration of the maturity of the Obligation, the request to sell, notice of sale, time, place, terms and manner of sale, and the receipt, distribution and application of the money realized from a sale, or as to the due and proper appointment of a substitute trustee, and, without being limited by the foregoing, as to any other act or thing having been done by Beneficiary or Trustee, shall be taken by all courts of law and equity as *prima facie* evidence that the statements or recitals state facts to be accepted without further question, and Grantor expressly ratifies and confirms any and all acts Trustee may lawfully do by virtue of the authority and powers granted in this Deed of Trust. In the event of the resignation (which is authorized for any reason) or death of Trustee, his removal from his county of residence, his failure, refusal or inability, for any reason, to make any sale or to perform any of the trusts declared in this Deed of Trust, or, at the option of Beneficiary, without cause, the Beneficiary may appoint, in writing, a substitute trustee, who shall then succeed to all the estates, titles, rights, powers and trusts granted to and vested in Trustee. An appointment may be made on behalf of Beneficiary by any person who is then the president, any vice president, cashier or secretary, branch manager, a senior representative, or any other authorized officer or agent of Beneficiary. In the event of the resignation (which is authorized for any reason) or death of any substitute Trustee, his failure, refusal or inability to make a sale or perform the trusts, or, at the option of Beneficiary, without cause, successive substitute Trustees may, from time to time, be appointed by Beneficiary in the same manner. Wherever the word "Trustee" is used, it shall mean the Person who is the duly appointed Trustee or substitute Trustee in this Deed of Trust at the time in question.

(d) Suit. Beneficiary or Trustee may, upon written request of Beneficiary, proceed by suit or suits, at law or in equity, to enforce the payment and performance of the Obligation in accordance with the terms of this Deed of Trust, of the Note, the other security instruments, or other documents and/or writings securing and/or evidencing it, to foreclose the Liens and this Deed of Trust against all or any part of the Mortgaged Property and to have all or any part of the Mortgaged Property sold under the judgment or decree of a court of competent jurisdiction.

(e) Appointment of Receiver. Beneficiary, as a matter of right and without regard to the sufficiency of the security, or any showing of insolvency, fraud, or mismanagement on the part of Beneficiary, and without the necessity of filing any judicial or other proceeding other than the proceeding for appointment of a receiver, shall be entitled to the appointment of a receiver or receivers of all or any

part of the Mortgaged Property, and of the income, rents, issues, and profits from or attributable to the Mortgaged Property.

(f) Possession of Mortgaged Property. Beneficiary may enter on the Lands included within the Mortgaged Property, take possession of the Mortgaged Property, and remove the Personal Property included within the Mortgaged Property, or any part of the Personal Property, with or without judicial process, without any responsibility or liability on the part of Beneficiary. Beneficiary may take possession of any property located on or in the Mortgaged Property which is not a part of the Mortgaged Property and hold or store that property at Grantor's expense.

(g) Assemble Collateral. Beneficiary may require Grantor to assemble the Collateral included within all or part of the Mortgaged Property, and make it available to Beneficiary at a place to be designated by Beneficiary which is reasonably convenient to Grantor and Beneficiary.

(h) Disposition of Collateral. After notification, if any, as provided in this Subsection 3.2(h), Beneficiary may sell, lease, or otherwise dispose of, at the office of Beneficiary, on the Lands, or elsewhere, as chosen by Beneficiary, all or any part of the Collateral included within the Mortgaged Property, in its then condition, or following any commercially reasonable preparation or processing. Each Sale (as used in this Subsection 3.2(h), the term "Sale" means any sale, lease, or other disposition made pursuant to this Subsection 3.2(h)) may be as a unit or in parcels, by public or in private proceedings, and by one or more contracts. At any Sale it shall not be necessary to exhibit all or any part of the Collateral being sold, leased or otherwise disposed of. The Sale of any part of the Collateral shall not exhaust Beneficiary's power of Sale, but Sales may be made from time to time until the Obligation is paid and performed in full. Reasonable notification of the time and place of any public Sale pursuant to this Subsection 3.2(h), or reasonable notification of the time after which any private Sale is to be made pursuant to this Subsection 3.2(h), shall be sent to Grantor and to any other person entitled to notice under the applicable Code. Grantor agrees that notice sent or given not less than 21 calendar days prior to the taking of the action to which the notice relates, is reasonable notification and notice for purposes of this Subsection 3.2(h).

3.3 Purchase of Mortgaged Property by Beneficiary. If Beneficiary is the purchaser of all or any part of the Mortgaged Property (it being specifically agreed Beneficiary may be the purchaser of all or any part of the Mortgaged Property, if permitted by applicable Law), at any sale, whether the sale is made under the power of sale vested in Trustee, upon any other foreclosure of the Liens, or otherwise, Beneficiary shall, upon any purchase, acquire good title to the Mortgaged Property purchased, free of the Liens provided in this Deed of Trust.

3.4 Operation of Properties by Beneficiary. Should any part of the Mortgaged Property come into its possession, Beneficiary may use or operate the Mortgaged Property for the purpose of preserving it or its value, pursuant to the order of a court of appropriate jurisdiction, or in compliance with any other Rights held by Beneficiary relating to the Mortgaged Property. Grantor covenants to promptly reimburse and pay Beneficiary, at the place where the Note is payable or at such other place as may be designated by Beneficiary in writing, the amount of all reasonable expenses (including the cost of any insurance, Taxes, attorney's fees of the Beneficiary, and other charges) incurred by Beneficiary in connection with its custody, preservation, use or operation of the Mortgaged Property, together with interest on those sums from the date incurred by Beneficiary at the Highest Lawful Rate. All these expenses, costs, Taxes, interest, and other charges shall be a part of the Obligation. However, the risk of loss or damage to the Mortgaged Property is on Grantor, Beneficiary shall have no liability whatever for any decline or diminution in value of the Mortgaged Property, for failure to obtain or maintain insurance, or for failure to determine whether any insurance ever in force is adequate as to amount or the risks insured.

3.5 Possession of Property After Foreclosure. If the Liens are foreclosed by Trustee's sale, or other judicial or non-judicial action, the purchaser at any sale shall receive, as an incident to ownership, immediate possession of the Mortgaged Property, or any part conveyed, and, subsequent to foreclosure, Grantor and Grantor's Successors shall be considered tenants at sufferance of the purchaser at foreclosure sale. Anyone occupying the property, after demand is made for possession, shall be guilty of forcible

detainer and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages by reason of any eviction or removal are expressly waived.

3.6 Application of Proceeds. The proceeds from any sale, lease or other disposition made under this Article Three, any proceeds of Hydrocarbons collected by Beneficiary pursuant to Article Four, and sums received pursuant to Section 5.5 shall be applied by Trustee, or by Beneficiary, as the case may be, to the payment or prepayment of the Obligation, whether or not matured, as may be determined by the Beneficiary in its sole discretion, until the Obligation is paid in full.

3.7 Abandonment of Sale. If a foreclosure is commenced by Trustee as provided in Subsection 3.2(c), Beneficiary may, at any time before the sale, direct Trustee to abandon the sale, and institute suit for the collection of the Obligation, and/or for the foreclosure of the Liens. If Beneficiary should institute a suit for the collection of the Obligation, and/or for a foreclosure of the Liens, it may, at any time before the entry of a final judgment in the suit, dismiss it and sell and/or require Trustee to sell (and the Trustee is expressly authorized to sell) all or any part of the Mortgaged Property, in the manner provided by the terms of this Deed of Trust.

3.8 Waiver of Appraisal and Redemption. To the full extent Grantor may lawfully do so, Grantor agrees it will not at any time insist upon, plead, claim or take the benefit or advantage of any appraisal, valuation, stay, extension or redemption Laws, now or later in force, in order to prevent or hinder the enforcement of this Deed of Trust or the absolute sale of all or any part of the Mortgaged Property, or the possession of the Mortgaged Property by any purchaser at any sale. Insofar as Grantor may now or later lawfully do so, Grantor expressly waives the benefit of all such Laws. The appraisal of any of the Mortgaged Property may be waived at the option of Trustee and/or Beneficiary. This waiver option is to be exercised prior to or at the time a judgment is rendered in any foreclosure of this Deed of Trust. Grantor also expressly waives, to the extent it may lawfully do so, all rights to have the Mortgaged Property marshaled upon any foreclosure of this Deed of Trust.

ARTICLE FOUR Assignment of Production

4.1 Additional Security. To additionally secure the Obligation, Grantor, effective local time, on the Effective Date, at the site of each of the Interests, ASSIGNS, TRANSFERS, AND CONVEYS to Beneficiary all of the following:

(a) All Hydrocarbons, and their proceeds and products obtained or processed from the Hydrocarbons (the proceeds and products being called "Proceeds"), produced and to be produced from the Mortgaged Property. Grantor authorizes and empowers Beneficiary to demand, collect and receive the Hydrocarbons and Proceeds, to endorse and cash any checks and drafts payable to Grantor or Beneficiary for the account of Grantor received from or in connection with the Hydrocarbons and Proceeds, and to execute any release, receipt, division order, transfer order, and relinquishment or other instrument that may be required or necessary to collect and receive the Hydrocarbons and Proceeds. Grantor expressly authorizes and directs all pipeline companies, gathering companies, and others purchasing the Hydrocarbons or having in their possession any of the Hydrocarbons or Proceeds, to pay and deliver all Hydrocarbons and Proceeds to Beneficiary. Grantor agrees that all division orders, transfer orders, receipts and other instruments which Beneficiary may execute from time to time and deliver for the purpose of collecting or receipting for Hydrocarbons or Proceeds, may be relied upon in all respects and they shall be binding on Grantor and Grantor's Successors. Grantor agrees to execute and deliver all necessary, convenient and appropriate instruments, including transfer and division orders, which may be required by Beneficiary, in connection with the receipt by Beneficiary of Hydrocarbons or Proceeds, and Grantor agrees to indemnify, keep and hold Beneficiary free and harmless from all parties having or claiming an adverse interest in the Hydrocarbons and Proceeds. In this respect Grantor agrees to pay all expenses, costs, charges and attorney's fees that may be incurred by Beneficiary as to any of these matters.

(b) All Proceeds payable to or to become payable to Grantor or to which Grantor is entitled under all gas sales or exchange contracts, all oil, distillate, or condensate sales or exchange

contracts, all gas transportation contracts, and all gas processing contracts now or later to become a part of the Mortgaged Property.

(c) All amounts, sums, revenues, and income which become payable to Grantor from any of the Mortgaged Property (including any after-acquired properties) or under any contract, present or future, relating to any gas pipeline system and processing plant or unit now or later constituting a part of the Mortgaged Property.

4.2 Transfer Orders. Grantor agrees to execute any transfer orders, payment orders, division orders and other instruments as may be needed or requested by Beneficiary incident to Grantor having all assigned payments made direct to it at its address. Grantor expressly authorizes and directs all pipeline companies, purchasers, transporters and other parties owing monies to Grantor under contracts assigned to Beneficiary, to pay such amounts direct to Beneficiary as follows:

First National Bank Albany/Breckenridge
P. O. Box 157
Albany, TX 76430

This authorization shall continue until this Deed of Trust is released. Beneficiary is authorized to collect and receive all amounts, and no party making payment shall have any responsibility to see to the application of any funds paid to the Beneficiary, but shall be fully protected in making payment to Beneficiary under the assignments contained in this Article Four. Should Beneficiary bring suit against any third party for collection of any amounts or sums included within this assignment (and Beneficiary shall have the Right to bring any suit), it may sue either in its own name or in the name of Grantor.

4.3. Payment of Proceeds. If, for its convenience, Beneficiary elects, with respect to particular properties or contracts, not to immediately exercise its Right to receive Hydrocarbons or Proceeds, the purchasers or other persons obligated to make payments shall continue to make payment to Grantor until such time as written demand has been made upon them by Beneficiary or Trustee that payment be made direct to Beneficiary. At that time, Beneficiary or Trustee shall also notify Grantor that Beneficiary or Trustee has made written demand. A failure to notify Grantor shall in no way waive the Right of Beneficiary to receive any payments previously paid to Grantor before the giving of written notice. In the event payments are made directly to Beneficiary, and then, at the request of Beneficiary payments are, for a period or periods of time, paid to Grantor, Beneficiary shall nevertheless have the Right, effective on written notice, to require future payments be again made to Beneficiary.

4.4 Limitation of Liability of Beneficiary and Trustee. Beneficiary is expressly absolved from all liability for failure to enforce collection of the Proceeds and amounts assigned under Section 4.1 above and from all other responsibility in connection with the failure to enforce collection, except the responsibility to account to the Person legally entitled to the Proceeds (by application on the Obligation or otherwise) for funds actually received. Grantor agrees to indemnify and hold Trustee and Beneficiary harmless against any and all liabilities, actions, claims, judgments, costs, charges, and attorney's fees by reason of the assertion that they or either of them have received, either before or after payment and performance in full of the Obligation, funds from the production of Hydrocarbons claimed by third persons. Trustee and Beneficiary shall each have the Right to compromise and adjust any such claims, actions, and judgments. In addition to the Rights to be indemnified, all amounts paid by Trustee or by Beneficiary in compromise, satisfaction, or discharge of any claim, action or judgment, and all court costs, attorney's fees, and other expenses of every character incurred by Trustee or Beneficiary pursuant to the provisions of this Section shall be demand obligations owing by Grantor and shall bear interest at the Highest Lawful Rate from date of expenditure until paid and shall be secured by the Liens created and granted by this Deed of Trust.

ARTICLE FIVE Miscellaneous

5.1 Release. If the Obligation is paid and performed in full according to the terms of this Deed

of Trust, the Note, other security instruments and documents and writings evidencing or securing all or any part of the Obligation, and if Grantor performs all of Grantor's covenants, this conveyance shall be released at Grantor's request and expense; otherwise, it shall remain in full force and effect. However, no release shall impair Grantor's warranties and indemnities as contained in this Deed of Trust.

5.2 Rights Cumulative. All Rights and Liens expressly conferred by this Deed of Trust are cumulative of all other Rights and Liens provided by law or in equity or in any other security instrument, and shall not be deemed to deprive Beneficiary or Trustee of any other legal or equitable Rights and Liens by judicial proceedings, or otherwise, appropriate to enforce the conditions, covenants and terms of this Deed of Trust and other security instruments. The employment or enforcement of any Rights granted in this Deed of Trust, or otherwise, shall not prevent the concurrent or subsequent employment or enforcement of any other Rights.

5.3 Waivers. Any and all covenants in this Deed of Trust may from time to time, by instrument in writing signed by Beneficiary and delivered to Grantor, be waived to the extent and in the manner as Beneficiary may desire. However, no such waiver shall ever affect or impair Beneficiary's Rights or Liens under this Deed of Trust, except to the extent specifically stated in the written instruments.

5.4 Sale of Mortgaged Property. If Grantor or any of Grantor's Successors conveys any interest in all or part of the Mortgaged Property to any other party, Beneficiary may, without notice to Grantor or Grantor's Successors, deal with any owner of any part of the Mortgaged Property, with reference to this Deed of Trust and the Obligation, either by way of forbearance on the part of Beneficiary, extension of time of payment of the Obligation, release of all or any part of the Mortgaged Property, or any other property securing payment and performance of the Obligation, without in any way modifying or affecting Beneficiary's Rights and Liens or the liability of Grantor or any other party liable for payment and performance of the Obligation, in whole or in part. However, no action taken or omitted to be taken by Beneficiary under this Section 5.4 shall be deemed a waiver of any Default occurring by reason of any such conveyance.

5.5 Condemnation Sale. Beneficiary shall be entitled to receive any and all sums which may be awarded or become payable to Grantor for the condemnation of all or part of the Mortgaged Property, for public or quasi-public use, or by virtue of private sale and any sums which may be awarded or become payable to Grantor for damages caused by public works or construction on or near the Mortgaged Property. All these sums are assigned to Beneficiary, and Grantor shall, upon request of Beneficiary, make, execute, acknowledge and deliver any and all additional assignments and documents as may be necessary from time to time to enable Beneficiary to collect and receipt any of these sums. Beneficiary shall not be, under any circumstances, liable or responsible for failure to collect or exercise diligence in the collection of any of these sums.

5.6 Renewals of Indebtedness. The proceeds of the Note or of any further loans or advances, to the extent utilized to renew or extend any indebtedness or take up any outstanding Liens against all or part of the Mortgaged Property, have been advanced by Beneficiary at Grantor's request and upon Grantor's representation that the amounts are due and payable. Beneficiary is subrogated to any and all Rights and Liens owned or claimed by any owner or holder of any outstanding Rights and Liens, however remote, regardless of whether the Rights and Liens are acquired by assignment or are released by the holder of the Rights and Liens upon payment.

5.7 Waiver of Marshalling. Grantor waives all rights of marshalling in event of any foreclosure of the Liens created by this Deed of Trust.

5.8 Number and Gender of Words, Etc. Whenever the singular number is used, the same shall include the plural where appropriate, and vice versa. Words of any gender shall include each other gender where appropriate.

5.9 Headings and Exhibits. The captions, headings, and arrangements used in this Deed of Trust are for convenience only and do not in any way affect, limit, amplify, or modify the terms and

provisions of this Deed of Trust. All Exhibits to this Deed of Trust are incorporated into this Deed of Trust for all purposes as if the terms were set out in this instrument.

5.10 Notices. Whenever this Deed of Trust requires or permits any consent, approval, notice, request, or demand from one party to another, the consent, approval, notice, request, or demand must be in writing to be effective and shall be deemed to have been given on the day personally delivered or, if mailed, on the day it is enclosed in an envelope, properly stamped, sealed and deposited in a post office or official depository maintained by the United States Postal Service, certified mail, return receipt requested, addressed to the party to be notified at the address below (or at such other address as may have been designated by written notice):

If to Grantor:	Quest Energy Management Group, Inc., a Delaware Corp. 64 South Jacobs Street Albany, TX 76430
If to Beneficiary:	First National Bank Albany/Breckenridge P. O. Box 157 Albany, TX 76430

5.11 Governing Law. This Deed of Trust is intended to be performed in the State named on the first page of this Deed of Trust. The substantive Laws of that State and the United States of America shall govern the validity, construction, enforcement, and interpretation of this Deed of Trust. However, despite anything in this Deed of Trust to the contrary, the substantive laws of the State of Texas relating to the validity, construction and interpretation of the Obligation and to usury and permissible interest and similar charges and amounts shall govern all aspects of this Deed of Trust.

5.12 Invalid Provisions. If any provision of this Deed of Trust is invalid or unenforceable in any jurisdiction applicable to this Deed of Trust, then, to the extent permitted by Law: (a) all other provisions shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of Beneficiary in order to carry out the intentions of the parties as nearly as possible; and (b) the invalidity or unenforceability of a provision in any jurisdiction shall not affect its validity or enforceability in any other jurisdiction. If the Rights and Liens created by this Deed of Trust shall be invalid or unenforceable as to any part of the Obligation, the unsecured portion of the Obligation shall be completely paid prior to the payment of the remaining and secured portion of the Obligation, and all payments made on the Obligation shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of the Obligation.

5.13 Definitions. The following terms shall have the meanings indicated:

"Advance Payment Contract" means any contract with another Person or party (the "Other Party") where Grantor either (i) receives or becomes entitled to receive (either directly or to a third party for Grantor's account or benefit) any payment (an "Advance Payment") which the Other Party may require to be applied toward payment of the purchase price of Hydrocarbons produced or to be produced from any of the Mortgaged Property and which Advance Payment is paid or to be paid in advance of actual delivery of the production to or for the account of the Other Party regardless of the production, or (ii) grants an option or right of refusal to the Other Party to purchase and take delivery of production, and, in either of the foregoing instances, regardless of whether the Advance Payment may be applied as payment for only a portion of the purchase Price or of a percentage or share of the production. Inclusion of a "take or pay" provision in any gas sales or purchase contract shall not, in and of itself, constitute a contract as an "Advance Payment Contract" for the purposes of this Deed of Trust.

"Code" means the applicable Uniform Commercial Code, if any, of each state where any of the Mortgaged Property is situated.

"Contracts" has the meaning given to that term in paragraph IV.

"Deed of Trust" has the meaning given this term in Article One.

"Default" has the meaning given this term in Section 3.1.

"Easements" has the meaning given to that term in paragraph V.

"Grantor" means Quest Energy Management Group, Inc..

"Grantor's Successors" means each and all of the immediate and remote successors, assigns, heirs, executors, administrators, and legal representatives of Grantor.

"Highest Lawful Rate" means the maximum rate of interest which Beneficiary is allowed from time to time to contract for, charge, take, reserve, or receive under applicable Laws after taking into account to the extent required by applicable Laws, any and all relevant payments or charges under the Note and, for purposes of that determination, the "Highest Lawful Rate" shall mean the greater of: (a) the maximum rate of interest from time to time permitted under the Laws of the United States of America; and, (b) the maximum rate of interest permitted to be charged under the Laws of the State of Texas.

"Holder" means any present or future holder of all or any part of the Obligation.

"Hydrocarbons" has the meaning given that term in paragraph III.

"Interests" has the meaning given to that term in paragraphs I and II.

"Lands" has the meaning given that term in paragraph VI.

"Laws" means all applicable constitutions, treaties, statutes, laws, ordinances, regulations, orders, writs, injunctions or decrees of the United States or of any state, commonwealth, county, parish, municipality or Tribunal.

"Leases" has the meaning given to that term in paragraph I.

"Lien" means any lien, mechanic's lien, materialman's lien, pledge, conditional sale agreement, title retention agreement, financing lien, production payment, security interest, mortgage, deed of trust or other encumbrance, whether arising by agreement or under Law.

"Mortgaged Property" has the meaning given to that term on page 1.

"Note" has the meaning given to that term in Section 1.1.

"Obligation" has the meaning given to that term in Article One.

"Other Security Instrument" has the meaning given to that term in Section 1.3.

"Permitted Liens" shall mean; (i) Liens for taxes, assessments or other governmental charges or levies not yet due or which are being contested in good faith by appropriate action by or on behalf of the Borrower.

"Person" means any individual, firm, corporation, association, partnership, joint venture, company, trust, tribunal or other entity.

"Personal Property" has the mean given to that term in paragraph V.

"Proceeds" has the meaning given to that term in Section 4.1(a).

"Rights" means rights, remedies, powers, and privileges.

"Sale" has the meaning given to that term in Subsection 3.2(h).

"Section" means a Section of this Deed of Trust, unless specifically indicated otherwise.

"Taxes" means all taxes, assessments, fees, levies, imposts, duties, deductions, withholdings or other similar charges from time to time or at any time imposed by any Law or any Tribunal.

"Tribunal" means any court or any governmental department, commission, board, bureau, agency or instrumentality of the United States or of any state, commonwealth, nation, territory, possession, county, parish or municipality, whether now or later constituted and/or existing.

"Trustee" means the Person who is at the time the duly appointed trustee or successor or substitute trustee under this Deed of Trust at the time in question.

5.14 Form of Deed of Trust. This instrument may be construed and enforced from time to time as a mortgage, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation, or contract, or any one or more of them appropriate under applicable Laws, in order to fully effectuate the Lien of this Deed of Trust and its purposes and agreements. Insofar as this instrument is a security agreement and financing statement, Grantor is the debtor and Beneficiary is the secured party. The addresses shown in Section 5.10 are the addresses of the debtor and secured party and information concerning the security interest granted may be obtained from the secured party at that address. Without in any manner limiting the generality of any of the foregoing provisions: (a) some portions of the goods described or to which reference is made are or are to become fixtures on the Lands described or to which reference is made; (b) the minerals and the like (including oil and gas) included in the Mortgaged Property and the accounts resulting from their sale will be financed at the wellhead(s) or minehead(s) of the well(s) or mine(s) located on the Lands described or to which reference is made; and, (c) this instrument is to be filed of record in the real estate records in the counties in which any portion of the Mortgaged Property is situated as a financing statement but the failure to do so will not otherwise affect the validity or enforceability of this instrument.

5.15 Multiple Counterparts. This Deed of Trust may be executed simultaneously in a number of identical counterparts, each of which shall be deemed an original, and all of which are identical; provided, however, that in order to facilitate recordation, portions of Exhibit "A" which describe Mortgaged Property situated in counties other than the particular county in which a counterpart is being recorded may be omitted from such counterpart.

5.16 Assignment of Beneficiary's Interest. Beneficiary shall have the right to assign all or a portion of its interest in this Deed of Trust to any subsequent holder of any portion of the Obligation.

5.17 Binding Effect. This Deed of Trust is binding upon Grantor and Grantor's Successors and shall inure to the benefit of Beneficiary and its successors and assigns. The provisions of this Deed of Trust shall be covenants running with the Lands. The duties, covenants, conditions, obligations, and warranties of Grantor in this Deed of Trust shall be joint and several obligations of Grantor and Grantor's Successors. Each and every party who signs this Deed of Trust, other than Beneficiary, and each and every subsequent owner of all or part of the Mortgaged Property, jointly and severally, covenants and agrees that he or it will perform, or cause to be performed, each and every condition, term, provision, and covenant of this Deed of Trust.

This instrument is signed by Grantor as of the date of acknowledgment of Grantor's signature below, but is effective for all purposes as of the Effective Date stated above.

Grantor

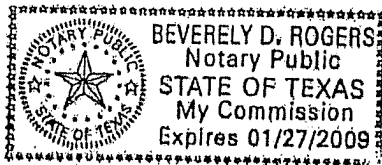
Quest Energy Management Group, Inc.
A Delaware Corp.

By: [Signature]
Jeff Downey, Vice President

STATE OF TEXAS
COUNTY OF SHACKELFORD

§
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§

This instrument was acknowledged before me on the 18th day of March 2008 by Jeff Downey, Vice President of Quest Energy Management Group, Inc., a Delaware corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas
Printed Name: Beverly D. Rogers
Commission Expires: 01/27/09

EXHIBIT A

VOL. 526 PAGE 0516

That oil and gas leasehold estate described in Exhibit A hereto, insofar as said leases cover the Caddo Formation as described in Unit Agreement dated Jan. 1, 1985 recorded in Vol. 314 Page 1, Deed Records, Shackelford County, Texas.

20130183

VOL. 559 PAGE 0523

MODIFICATION, RENEWAL AND EXTENSION OF NOTE, LIEN, AND OTHER DOCUMENTS

First National Bank Albany/Breckenridge PO Box 2019, Albany, TX 76430 "BANK"

THE STATE OF TEXAS COUNTY OF SHACKELFORD

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT (herein so called) is made and entered into as of the 26th day of February, 2013, by and between Bank and Quest Energy Management Group, Inc. ("Borrower").

WITNESSETH:

WHEREAS, Borrower executed and delivered to Bank Borrower's Promissory Note ("Note") dated October 13, 2010, in the original principal amount of \$700,000.00; and

WHEREAS, the Note is secured by a deed of trust (lien conveyed in a Deed of Trust (the "Deed of Trust") dated October 13, 2010, recorded in Volume 543, Page 528, Deed of Trust Records of SHACKELFORD County, Texas, and is further secured by certain Other Documents (herein so called) and executed by Borrower in favor of Bank and reference is here made to all of said documents for all purposes; and

WHEREAS, Bank is the holder and owner of the Note, deed of trust (lien), and Other Documents (The Deed of Trust and Other Documents herein-after collectively called the "Security Documents"), and Borrower is the record owner of the Property described in said Security Documents; and

WHEREAS, the Note presently matures on November 13, 2013, and

WHEREAS, Borrower has requested and Bank has agreed to renew and extend the maturity of the Note.

NOW THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and the exchange of other good and valuable consideration paid by each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged, Bank and Borrower AGREE AS FOLLOWS:

- 1. Acknowledgement of Outstanding Balance. The parties hereto acknowledge that the outstanding principal balance of the Note as of the date hereof is \$213,057.30
2. Renewal and Extension of Maturity. The Note is hereby renewed and the maturity of the Note is hereby extended to December 13, 2013 ("Revised Maturity Date").
3. Modification of Interest Rate. The interest rate (in the Note) is hereby amended to be 6.25%. The actual interest charged shall be subject, however, to the interest limitations specified in the Note, which limitations are incorporated herein by reference.
4. Required Payments. Principal and accrued unpaid interest shall be due and payable as follows: 9 monthly payments of 21,378.00 beginning 03-23-2013 and 1 balloon payment of 26,759.63 on 12-23-2013.

until the Revised Maturity Date, on which date all unpaid principal and accrued and unpaid interest shall be due and payable. Interest shall be calculated on the unpaid principal to the date of each installment paid and the payment made credited first to the discharge of the interest accrued and the balance to the reduction of principal.

5. Ratification of Security Documents. Borrower and Bank further agree that the liens, assignments and security interests created by the Security Documents shall continue and carry forward until the Note and all indebtedness evidenced thereby is paid in full. Borrower further agrees that such liens, assignments and security interests are hereby ratified and affirmed as valid and subsisting against the real property, personal property and fixtures described in the Security Documents, and that this Agreement shall in no manner violate, affect or impair the Note or the Security Documents (except as expressly modified in the Agreement), and that such liens, assignments, and security interests shall not in any manner be waived, released, altered or modified until the Note and all other obligations secured by the Security Documents (including any and all subsequent renewals and extensions) have been paid in full.

6. Borrower's Address. Borrower's address, for purposes of any notices required by the Note and/or the Security Documents, shall be as follows:

64 S. Jacobs St. ALBANY, TX 76430

7. Miscellaneous.

(a). THIS NOTE IS PAYABLE IN FULL ON OR BEFORE THE MATURITY DATE OR ON DEMAND. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST WHEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE SAID NOTE AT THAT TIME, YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLE HIGHER THAN THE INTEREST RATE ON THIS LOAN.

(b). As modified hereby, the provisions of the Note and Security Documents shall continue in full force and effect, and Borrower acknowledges and affirms Borrower's liability to Bank thereunder. In the event of an inconsistency between this Agreement and the terms of the Note and/or Security Documents, this Agreement shall govern.

(c). Borrower hereby agrees to pay all costs and expenses incurred by Bank in connection with the execution and administration of this Agreement, the reinstatement and modification of the note and/or Security Documents, and any other documents executed in connection herewith.

(d). Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Documents, shall allow Bank to exercise any or all of its remedies set forth in such Note and Security Documents or at law or in equity.

(e). Bank does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto.

(f). This Agreement may be executed in multiple counterparts, each of which shall constitute any original instrument, but all of which shall constitute one and the same Agreement.

(g). All terms, provisions, covenants, agreements and conditions of the Note and Security Documents are unchanged, except as provided herein. Borrower agrees that this Agreement and all of the covenants and agreements contained herein shall be binding upon such parties and shall inure to the benefit of Bank and each of their respective heirs, executors, legal representatives, successors and permitted assigns.

EXECUTED as of the day, month and year first written above.

FIRST NATIONAL BANK ALBANY/BRECKENRIDGE:

[Signature of Lance McWhorter]

By: Lance McWhorter

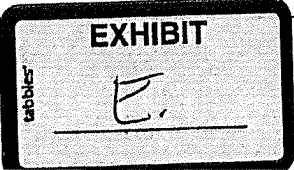
Title: Vice President

BORROWER: Quest Energy Management Group, Inc

[Signature of Jeff Downey]

Jeff Downey, President

Jeff Downey, Individually



THE STATE OF TEXAS
COUNTY OF SHACKELFORD

VOL. 559 PAGE 0524

This Instrument was acknowledged before me on the 26th day of FEBRUARY, 2013 by
Lance McWhorter, Vice President, of FIRST NATIONAL BANK ALBANY/BRECKENRIDGE, a national
banking association, on behalf of said banking association.



Susan Hurley
Notary Public in and for the State of Texas
My commission expires 5-9-2013

THE STATE OF TEXAS
COUNTY OF SHACKELFORD

This Instrument was acknowledged before me on the 26th day of FEBRUARY, 2013 by
JEFF DOWNEY, PRESIDENT OF QUEST ENERGY MANAGEMENT GROUP, INC.



Susan Hurley
Notary Public in and for the State of Texas
My commission expires 5-9-2013

THE STATE OF TEXAS
COUNTY OF _____

This Instrument was acknowledged before me on the _____ day of _____, _____ by

Notary Public in and for the State of Texas
My commission expires _____

THE STATE OF TEXAS
COUNTY OF _____

This Instrument was acknowledged before me on the _____ day of _____, _____ by

Notary Public in and for the State of Texas
My commission expires _____

20130183

After recording, please return to:
First National Bank Albany/Breckenridge
PO Box 2019
Albany, TX 76430

No. _____
FILED FOR RECORD
AT 9:22 O'CLOCK A M
ON THE 28th DAY OF
Feb A.D. 2013.

STATE OF TEXAS
COUNTY OF SHACKELFORD
I hereby certify that this instrument was FILED
on the date and at the time stamped herein by
me and was duly RECORDED in the Volume
and Page of the Official Public Records of
Shackelford County, Texas.



Cheryl Hawkins
Cheryl Hawkins, County Clerk, Shackelford County, TX
BY Mary Adams
Mary Adams, Deputy

Cheryl Hawkins
Cheryl Hawkins, County Clerk, Shackelford County, Texas
OFFICIAL PUBLIC RECORDS
VOL. 559 PAGE 523
RECORDED 2/28/2013



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KOSTO & ROTELLA, P.A.
ATTORNEYS AT LAW

619 EAST WASHINGTON STREET
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ORLANDO, FLORIDA 32802

**RETURN RECEIPT
REQUESTED**

**RETURN RECEIPT
REQUESTED**

BURTON W. WIAND, RECEIVER
C/O MAYA M. LOCKWOOD, ESQUIRE
WIAND, GUERRA KING P.A.
5505 WEST GRAY STREET
TAMPA, FLORIDA 33609