EXHIBIT 4

To: Burton W. Wiand Court appointed Receiver for Quest
To: Burton W. Wiand Court appointed Receiver for Quest. From: Ruch and Alexander Artisuk Claim # 17
attention: Mary Gura
Surject: written response and supporting documentation
why overald objection should be set aside and
Claimtt 17 be floced in class 2.
In good faith we signed a contract for a
Senior Secured Preferre Dote for fifty thursand
Senior Secured Preferre Hote for fifty thousand. dollars on August 21,2009.
The following Jages 1-6 show that it is a secured investment
pp land 2 and pp 3 and of procedure of a default and
sp 5 and b - some gaginork sent to me from the holder
(Downey - or the Texas Courts) party in The proceedings.
Please take the above into consideration and reclassify
Claim #17 to Class 2.
Thank Gon
- Xita J. Cliticity
Wasfander B. Wofisek
Au 0.2 2010
JUL 0 - 7012





KPC PRODUCTION PROJECT QUEST AUSTIN CHALK PROGRAM

\$3,500,000 Secured Corporate Note Thirty-five \$100,000 Secured Investment Units Term: 3 Years

> Rate: 10% APR (Paid Quarterly) Maturity Date: April 1, 2012

Redemption at maturity: 125% of face value per note

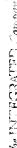
Effective Yield: ~18% per year over 3 years ~

The Secured Corporate Note participates in the following:

- A Return of 125% of the Principal amount of the Secured Corporate Note in April, 2012, PLUS an annual rate of 10% interest will be paid on a quarterly basis to the Investors, starting in April of 2009.
- The Secured Corporate Note Investor ownership can convert the \$3,500,000 Note cost base in the Project into a pro rata share of 25% equity Working Interest Ownership position at the time of redemption of the Note.
- Quest will provide the investor with a detailed analysis of the value of the Working Interest 60 days prior to maturity date (February 2012). The current production on the KPC Project is 30 barrels a day and expanding.

The use of the best available proven Production and Drilling-Technologies from Leading Oilfield Service and Technology companies, as well as Quest Energy Management Group's (Quest EMG) proprietary technologies is projected to enhance the value of the total Program during its operating life and will potentially increase the ultimate production achieved on the KPC Project.

The Note Holders are protected by the production revenue from the existing wells and secured by the assets and leases of the KPC Project.







1890 point of ?



KEY ADVANTAGES FOR INVESTORS IN QUEST ENERGY MANAGEMENT GROUP PROGRAMS

- Investors are participating in the low risk development of PROVEN RECOVERABLE RESERVES
- Investors in the KPC Senior Preferred Notes are secured lenders with quarterly interest distributions
- Investors in the Advanced Oil Recovery Investment Fund will
 participate in current cash flow, plus increases in cash flow due to
 upgrades, new production and implementation of the water flood
- Quest, as Operating General Partner, currently owns and operates all the properties in the programs, and most required infrastructure is in place
- Quest Management Team has significant Texas experience in engineering, drilling, production, and technology utilization
- Quest's proprietary EOR System, when combined with state of the art horizontal drilling and completion technology, will significantly accelerate the rate of oil recovery from all the properties

V: 325-762-3281 F: 325-762-3284 

SENIOR PREFERRED NOTE WITH CONVERSION OPTION

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

Quest Energy Management Group, Inc., a Delaware Corporation, with offices at 64 South Jacobs Street, Albany, TX 76430 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Senior Preferred be due and payable quarterly and based on the commencement date of the Note. The entire Principal, plus 25%, shall be due and payable to the Holder no later than April 1,

At the maturity date, April 1, 2012, at the sole discretion of the Note Holder, the Note holder may choose to convert the Note to a pro-rata share of 25% Working Interest (.3571% per \$50,000 Note) in Quest EMG's KPC Austin Chalk Project in lieu of the 125% return on the original Note amount. Quest EMG will provide Note holders with a detailed valuation of the KPC Austin Chalk Program 60 days before the maturity date.

1. NOTES

This Note in the principal amount of Fifty Thousand (\$50,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain *Private Placement Memorandum" dated January 1, 2009. The Note shall be senior

2. **EVENTS OF DEFAULT**

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

- The Maker shall fall to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the
 - The Maker shall dissolve or terminate the existence of the Maker.
- The Maker shall file a petition in bankruptcy, make an assignment (c) for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver

or substantially all of its property, or a petition for the appointment of a receiver be field against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are considered Senior to any other corporate debt in the event of default.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the "Effective Date," as defined in that certain "Subscription Agreement" attached as Exhibit A to the Private Placement Memorandum.

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary. Unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the fact. This Note may not be sold, offered for sale, pledged, assigned or otherwise discussed of unless certain conditions are satisfied, as more fully set forth in the Sucrement.

ATTORNEYS' FEES

The prevailing party in an action to enforce the line entitled to reasonable attorneys' fees, costs and collection excesses.

8. MISCELLANEOUS.

- (a) Successors and Assigns. The house was a marsfer or sell this Note to any party without the express written consent of the later. This Note shall be binding upon and shall inure to the benefit of the later successors and, subject to the above limitation, their assigns, and shall be entirely any third party.
- (b) Entire Agreement. This Note comes agreements, representations and arrangements between the parties are made or according to the subject matter, and no representations or warranties are made or according to the subject matter, and no representations or warranties are made or according to the subject matter, and no representations or warranties are made or according to the subject matter, and no representations or warranties are made or according to the subject matter, and no representations or warranties are made or according to the subject matter, and no representations or warranties are made or according to the subject matter, and no representations or warranties are made or according to the subject matter, and no representations or warranties are made or according to the subject matter, and no representations or warranties are made or according to the subject matter, and no representations or warranties are made or according to the subject matter, and no representations or warranties are made or according to the subject matter, and no representations or warranties are made or according to the subject matter, and the subject matter is according to the subject matter and t



Proof of Claim Form Page 1 of 3

Debtor **Jeffry Downey** Joint Debtor **Pepper Downey**

Case Number 14-10069

Name of Creditor

Mrs. Ruth P. Artisuk & Dr. Alexander A. Artisuk

Address where notices

should be sent

1920 Damn Point

(City, State, Zip)

Davis

IL > 61019 - 9423

Telephone Number:

815-248-2415

Email:

aaartisuk@mindspring.com

Payment Address differs from Notice Address

Check this box to indicate that this claim amends a previously filed claim.

anyone else has filed a proorelation to your claim. Attac. statement giving particulars. Check box if you are aware that anyone else has filed a proof of claim relation to your claim. Attach copy of

Court Claim Number: V 14-10069 157

1. Amount of Claim as of Date Case Filed:

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

Basis for Claim: amount loaned

125% & \$50,000 due april 12, 2012

3. Last four digits of any number by which creditor identifies debtor: 0.06

3a. Debtor may have scheduled account as:

3b. Uniform Claim Indentifier (optional):

4. Secured Claim

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested

Nature of property or right of setoff: Motor Vehicle Describe: SENIOR SECURED PREFERFED NOTE

Value of Property: \$ 0N APR 12, 2012 = \$2,500

Annual Interest Rate:

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ Basis for perfection: Amount of Secured Claim: \$ \$50,000 SECURED BY GIL WELLS (10,000 ACRES) 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a): \$ If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Wages, salaries, or commissions (up to \$12,475),* earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. § 507(a)(4). Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § 507(a)(7). Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(* Amounts are subject to adjustment on 4/1/2016 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. (CHECK PRINCIPAL + INTEREST 6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (, and the definition of "redacted".) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: Do you wish to attach supporting documentation? Yes • No 8. Signature Check the appropriate box. I am the I am the creditor's I am the trustee, or the debtor, or their I am a guarantor, surety, indorser, or creditor. authorized agent. authorized agent. other codebtor. (See Bankruptcy Rule 3005.) (See Bankruptcy Rule 3004.) (Attach copy of power of attorney, if any.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Signature* *Print name (required)

Ruth Artisuk 1920 Dawn Pt Davis, IL 61019-9423 7018 1130 0000 4652 7337 Surton W. Wrand, attention Mary Gura

5505 West Gray Stree

Tampa Florida

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