

EXHIBIT E

Non-Negotiable Promissory Note

\$ 600,000.00

Execution Date: November 30, 2007

Due Date: May 31, 2008

For value received, Quest Energy Management Group, Inc. a Delaware Corporation, and Paul Downey & Jeff Downey Individually (the "Debtors"), promises to pay to Vahalla Investment Partners LP (the "Payee"), the aggregate principal amount of \$600,000.00 With interest on any part thereof at any time outstanding and unpaid at the "Applicable Rate" (as defined below), payable in lawful money of the United States of America. Indebtedness and all interest thereon shall be payable on the Maturity Date unless sooner repaid as set forth below.

The Applicable Rate shall be equal to ten percent (10%) per annum paid monthly. Notwithstanding the foregoing, during any Period of Default, the Applicable Rate shall be equal to the highest rate permitted by law.

Any and all payments of principal and/or interest shall be paid by

Debtors to Payee, at 1618 Main St
Sarasota FL 34236
(or to such other address as Payee shall indicate writing).

Debtors (and any person at any time liable for payment of all or any portion of this Note), waives presentment for payment, protest, demand and notice of nonpayment or dishonor of this Note; unless and except to the extent otherwise specifically stated in this Note.

Debtors agrees that Payee, in its discretion, may extend the time for payment of the debt evidenced hereby, in whole or in part, at any time, voluntarily and/or at the request of the Debtor, without in any way otherwise affecting the liability of the Debtor.

Collateral - debtors hereby grant to payees a preferred, first and only lien on 100% of all their issued shares of stock in Quest Energy Management Group, Inc. See Exhibit A for list of underlying assets of Quest Energy Management Group, Inc. and their value.

The occurrence of any one or more of the following events shall constitute a default under this note (an "Event of Default"):

Event of Default 1: the failure of Debtors to make payment, a Petition of Bankruptcy is filed by Debtors or Debtors make an assignment for the benefit of Creditors of principal and/or interest when due (whether on demand or otherwise) and such failure continues for a period of thirty (30) days after written notice from Payee, and/or



Event of Default 2: any application is filed or any proceeding commenced against Debtors or any order entered appointing a trustee or receiver adjudicating Debtors bankrupt, insolvency or approving the petition in any such proceeding, which application or order is not dismissed within thirty (30) days of the date of entry.

The term "Period of Default" refers to that period of time commencing upon the occurrence of an Event of Default through and including either:

- (a) the date on which the Event of Default shall be cured, or
- (b) if the Event of Default is not cured, the date on which the entire indebtedness (including principal and interest) is paid in full.

Upon the occurrence of an Event of Default, Payee may (within its discretion) declare the entire outstanding Indebtedness (including any accrued and unpaid interest) due and payable with thirty (30) days' prior written notice to Debtors except as to Event of Default 1, as to which no additional notice is required (the "Notice Period"). The entire outstanding Indebtedness shall be due and payable on the last day of the Notice Period, without further notice, presentment and/or demand. In the event that the Event of Default occurs within the thirty (30) day period immediately preceding the Due Date, the Notice Period shall be deemed to be equal to the number of days then remaining prior to the Due Date.

If the Indebtedness is not fully paid in accordance with the terms of this Note, Debtors shall pay Payee all reasonable costs, expenses, and fees incurred by Payee to collect the Indebtedness, including (but not limited to) reasonable attorneys' fees; such costs, expenses, and fees shall be added to, and be a part of the Indebtedness. All of the foregoing costs, expenses, and fees are collectively referred to as "Damages".

No delay or failure of Payee in exercising any right, remedy, power, or privilege under this Note shall affect such right, remedy, power, or privilege, nor shall any single or partial delay or failure of Payee at any time to demand strict adherence to the terms of this Note shall be deemed to constitute a course of conduct inconsistent with the Payee's right at anytime, before or after any Event of Default, to demand strict adherence to the terms of this Note. Neither the failure by Payee to enforce any rights under this Note, nor the waiver by Payee of any breach or violation of the terms of the Note by Debtor, nor the extension or indulgence by Payee of any obligations of Debtor, shall be construed so as to (a) permit any further waiver, breach, extension, or indulgence, or (b) in any way abrogate or affect Payee's rights and Debtor's obligations under this Note.

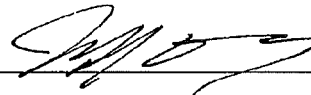
This Note shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas.

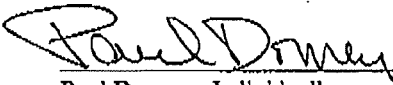
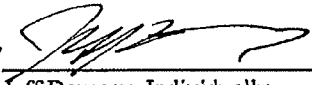
Notwithstanding anything to the contrary contained herein, the effective rate of interest on the obligation evidenced by this Note shall not exceed the lawful maximum rate of interest to be paid. Without limiting the generality of the foregoing, in the event the interest charged hereunder results in an effective rate of interest higher than that lawfully permitted to be paid, then such charges shall be reduced by the sum sufficient to result in an effective rate of interest




no greater than the maximum effective rate of interest permitted, and any amount which would exceed the highest lawful rate already received and held by the Payee shall be applied to a reduction of principal and not to the payment of interest.

Debtor:
Quest Energy Management Group, Inc.
A Delaware Corporation

 By: Jeff Downey

 11/30/07  11/30/07
Paul Downey, Individually Date Jeff Downey, Individually Date

Payee(s):

 11/30/07
Signature Date

Neil V. Moody Valhalla Investment Partners
Print Name Entity Name



Exhibit A

The Callahan Energy Partners (CEP) Project consists of 4 leases totaling 640 acres comprised of the east half of Sec. 138 and the west half of Sec. 143, Callahan County, Texas.

The Kilgore Ranch consists of 23 leases totaling approximately 1,780 acres in Brown County, Texas.

The Musselman Caddo Unit (MCU) consists of approximately 3,385 acres in a single lease located in Shackelford County, Texas.

The KPC Production Project consists of 21 leases covering approximately 1,200 acres in Caldwell and Guadalupe Counties, Texas.

	CEP	KPC	Kilgore Ranch	Musselman Caddo Unit	TOTAL
Leases	4	21	23	1	49
Acreage	640	1,200	1,780	3,385	7,005
Total Proved Reserves - Recoverable BBL	600,000	2,229,000	3,100,000	3,000,000	8,929,000
Total Proved Reserves - Recoverable MCF	0	0	0	884,000	884,000

NET WORTH OF PETROLEUM RESERVES

TOTAL RECOVERABLE RESERVES	OIL IN BBL	8,929,000
	GAS IN BCF	0.8
NPV OF RESERVES		\$124,804,902.68

*Reserves calculated by Quest management based on original oil in place less cumulative primary production, log analysis, volumetric calculations and then secondary recovery estimates based on water floods analogous to these projects

*NPV calculated using 7 year projected production based on development plans, \$60mm in acquisition and capital costs, \$11.11/BOE lifting costs, \$52.50 Crude Oil Price and a 10% discount rate

