

EXHIBIT I

WIAND GUERRA KING

WIAND GUERRA KING P.L. // 3000 BAYPORT DRIVE, SUITE 600 | TAMPA, FL 33607 | PHONE: 813.347.5100

GEORGE L. GUERRA
DIRECT DIAL: 813-347-5102
GGUERRA@WIANDLAW.COM

October 21, 2011

VIA CERTIFIED MAIL
No. 7011 1570 0001 2985 5471
Return Receipt Requested

Jeff Downey
Quest Energy Management Group, Inc.
64 South Jacob Street
Albany, TX 76430

Re: *Securities and Exchange Commission v. Nadel, et al.*
U.S. Dist. Ct. M.D. Fla., Case No. 8:09-cv-87-T-26TBM

Dear Mr. Downey:

This firm represents Burton Wiand, the Court-appointed Receiver in the above-referenced matter. As you know, the Receiver is also the holder of all of the rights corresponding to loans, advances and payments made by Christopher D. Moody, Neil V. Moody, and Viking Oil & Gas, LLC (collectively, "the Moodys") to the Quest Energy Management Group and any of its related entities ("Quest").

Quest, Paul Downey, and Jeff Downey ("debtors") received at least \$5.1 million from or through the Moodys, \$1.1 million of which is memorialized in the attached note. The note became due in full on January 29, 2009. To date, the debtors have only made interest payments and have failed to repay the note in full as required by its terms. Extensive efforts to resolve the various claims the Receiver has against Quest have failed as a result of the debtors' non-performance of other agreements they have made.

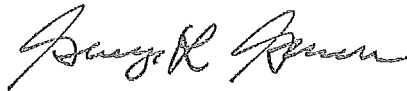
Accordingly, the Receiver hereby demands payment, in full, of the principal amount of \$1,100,000.00, together with accrued interest of \$9,166.67. Payment should be delivered to the undersigned WITHIN TEN (10) DAYS OF THE DATE OF THIS CORRESPONDENCE by

Jeff Downey
Quest Energy Management Group, Inc.
October 21, 2011
Page 2

wire transfer. The relevant information necessary to effect the transfer is attached. Failure to remit payment in full by that date will result in further legal action.

PLEASE GOVERN YOURSELF ACCORDINGLY.

Sincerely,



George L. Guerra

GLG/sgb
Enclosures (note/wiring instructions)

Jeff Downey
Quest Energy Management Group, Inc.
October 21, 2011
Page 3

bcc: Gianluca Morello
Jeffrey Rizzo

Amended and New Non-Negotiable Promissory Note

Original Amount:	\$600,000.00	Effective November 30 th 2007
Additional Amount:	\$500,000.00	Effective July 29 th 2008
Total Amount of Note:	\$1,100,000.00	Effective July 29 th 2008

Due Date: January 29th 2009

For value received, Quest Energy Management Group, Inc. a Delaware Corporation, and Paul Downey & Jeff Downey Individually (the "Debtors"), promise to pay to Valhalla Investment Partners, LP (the "Payee"), the aggregate principal amount of \$1,100,000.00 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 Street, Sarasota, FL 34236 (or to such other address as Payee shall indicate in 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.

The Note is due in full upon the "Due Date" which is January 29th 2009.

Debtors agrees that Payee, in its sole 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 Payee 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

AD July 29th 08

Nadel Receivership
Quest000011

and/or interest when due (whether on demand or otherwise) and such failure continues for a period of thirty (30) day after written notice from Payee, and/or

Event of Default 2: any application is filed or any proceeding commenced against Debtors of 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".

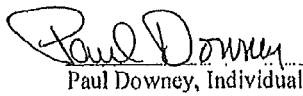
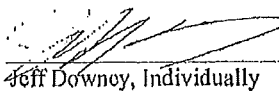
No Delay or failure of Payee in exercising any right, remedy, power, or privilege under this Note shall affect such right, remedy, power, or privilege, nor shall any single or partial delay or failure of Payee at any time to demand strict adherence to the terms of this Note shall be deemed to constitute 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: CFO - QUEST ENERGY 7/28/08
Signature Date

 7/28/08  7/28/08
Paul Downey, Individually Date Jeff Downey, Individually Date

Payee(s):

Signature Date

Print Name

Entity Name

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Debtor:
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A Delaware Corporation

Paul Downey Signature By: CEO - Quest Date 7/28/08

Paul Downey Paul Downey, Individually Date 7/28/08
Paul Downey Paul Downey, Individually Date 7/28/08

Payee(s):

[Signature] Signature Date 7/29/08

Christopher D. Moody Print Name VP & Treasurer Entity Name Vallarta Investment Partners LP

WIRE INSTRUCTIONS
BAY CITIES BANK
CUSTOMERS

BAY CITIES BANK
3902 Henderson Blvd
Tampa, FL 33629
PH. 813-574-3198

ABA Routing # 063114700

Bay Cities Bank does not have a swift code.

Beneficiary name: Nadel Et Al
By Burton W Wiand As
Court Appointed Receiver

Beneficiary address: 3000 Bay Port Drive Suite 600
Tampa, FL 33607

Beneficiary Account number:

WIAND GUERRA KING

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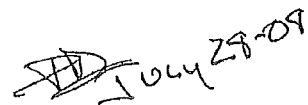
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1


Nadel Receivership
Quest000011

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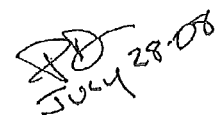
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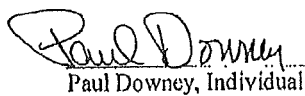
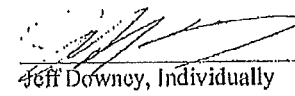
This Note shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas.

A handwritten signature in black ink, followed by the date "JULY 28 08" written in a similar style.

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

 _____ By: CFO - Quest EMG 7/28/08 _____
Signature Date

 7/28/08 _____  7/28/08 _____
Paul Downey, Individually Date Jeff Downey, Individually Date

Payee(s):

Signature Date

Print Name

Entity Name

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Paul Downey Signature By: CEO - Quest Date 7/28/08

Paul Downey Signature Paul Downey, Individually Date 7/28/08
Jeff Downey Signature Jeff Downey, Individually Date 7/28/08

Payee(s):

[Signature] Signature Date 7/29/08

Christopher D. Moody Print Name VP & Treasurer Entity Name Vallarta Investment Partners LP

WIRE INSTRUCTIONS
BAY CITIES BANK
CUSTOMERS

BAY CITIES BANK
3902 Henderson Blvd
Tampa, FL 33629
PH. 813-574-3198

ABA Routing # 063114700

Bay Cities Bank does not have a swift code.

Beneficiary name: Nadel Et Al
By Burton W Wiand As
Court Appointed Receiver

Beneficiary address: 3000 Bay Port Drive Suite 600
Tampa, FL 33607

Beneficiary Account number: