

TO: SOUTHEASTERN OIL COMPANY
c/o Luther M. Thompson, Registered Agent
P. O. Box 23040
Jackson, MS 39225

CMW ENERGY, INC.
c/o Worthy Walker
889 Ridge Lake Boulevard, Suite 201
Memphis, TN 38119

STATE OF MISSISSIPPI

COUNTY OF MADISON

NOTICE OF MATERIALMEN'S AND LABORER'S LIEN

TO: CHANCERY CLERK OF MADISON COUNTY, MISSISSIPPI:

Notice is hereby given that LEE & LEE SERVICES, INC., claims a claim on the hereinafter described property pursuant to Sections 85-7-197 and 85-7-133 of the Mississippi Code of 1972, Annotated as amended, and related statutes thereto, and that LEE & LEE SERVICES, INC., is authorized to file this notice of claim and requests that this notice be filed in the record of Construction Liens.

Lee & Lee Services, Inc., is a materialman and laborer entitled to exercise of the right to file this claim and to claim a lien on the hereafter described property.

Lee & Lee Services, Inc., hereby claims a materialman's and laborers' lien in the nature of furnishing certain materials and the delivery of said materials for the repair of an oil or gas well situated on the property hereinafter described, as well as the labor to install said materials and mileage to said jobs. The amount due for labor and materials, and the current amount of the present indebtedness due thereon for which a materialman's and laborers' lien is claimed is \$20,726.23. This indebtedness is evidenced by a copy of the invoice which is attached as Exhibit "A" and incorporated herein as if fully set out in words and figures. It is further in conjunction with an AGREEMENT entered into by and between Lee & Lee Services, Inc., and CMW Energy, Inc. and Southeastern Oil Company dated February 21, 1992, and attached hereto as Exhibit "B" and made a part hereof.

The Materialman's and Laborers' Lien is claimed on the following described property, to-wit:

Madison County, Mississippi, Pickens Field,
Madison Co. #1 S.W.D.W., Section 4, Township
11 North, Range 3 East.

Affiant alleges that the above indebtedness constitutes a lien on the above mentioned well in accordance with statute, said property being owned, at least in part, by Southeastern Oil Company, and said corporation is indebted to the Affiant as aforesaid.

IN WITNESS WHEREOF, this Materialman's and Laborers' Lien is executed, on this 2nd day of July, 1992.

LEE & LEE SERVICES, INC.

BY: Hilton R. Lee
Hilton R. Lee, President

STATE OF MISSISSIPPI

COUNTY OF JONES

PERSONALLY APPEARED before me, the undersigned authority in and for the said County and State, the within named Hilton R. Lee, who is the duly appointed President of LEE & LEE SERVICES, INC., a Mississippi corporation, who being first duly sworn upon his oath, deposes and says that the matters and facts set forth in the above and foregoing NOTICE OF MATERIALMEN'S AND LABORERS' LIEN are true and correct as therein stated.

Hilton R. Lee
HILTON R. LEE

SWORN TO and subscribed before me, a Notary Public in and for said County and State, on this 2nd day of July, 1992.

Richard L. Nugent
NOTARY PUBLIC

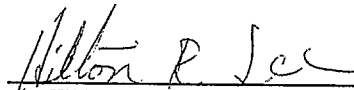


My Commission Expires:
My Commission Expires June 8, 1998

STATE OF MISSISSIPPI
COUNTY OF JONES

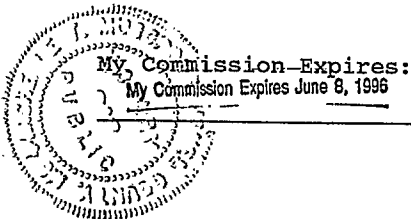
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PERSONALLY APPEARED before me, the undersigned authority in and for the said County and State, the within named Hilton R. Lee, who is the duly appointed President of LEE & LEE SERVICES, INC., a Mississippi corporation, who being first duly sworn upon his oath, states that a true and correct copy of the above and foregoing NOTICE OF MATERIALMEN'S AND LABORERS' LIEN was mailed by Certified Mail, postage prepaid, addressed as follows: Southeastern Oil Company, c/o its Registered Agent, Luther M. Thompson, 14th Floor, Capital Towers, P. O. Box 23040, Jackson, MS, 39225, and to CMW Energy, Inc., c/o Worthy Walker, 889 Ridge Lake Boulevard, Suite 201, Memphis, Tennessee, 38119.


HILTON R. LEE

SWORN TO and subscribed before me, a Notary Public in and for said County and State, on this 2nd day of July, 1992.


NOTARY PUBLIC



INVOICE

Lee & Lee Services, Inc.

BOOK

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Workover Service & Completion

Route 9, Box 613 - Phone 601/425-1060

Laurel, Mississippi 39440

Date: March 25, 1992

Invoice No.: 2576-2580; 0347

Location: Madison Co. MS

Lease: Madison Co. S.W.D.W.
sec.4-11N-3E

Well No.: 1

Field: Pickens

C&W / Soco
889 Ridge Lake Blvd. Suite 201
Memphis, TN 38119

CUSTOMER ORDER NO	WORK ORDERED BY Scott Booker	OUR SALESMAN Harris & Lee	TERMS 30 days net	
HOURS OR QUANTITY	DESCRIPTION		PRICE	AMOUNT
55 hrs.	Rig time		130.00	7,150.00
4 hrs.	Travel Time		64.00	256.00
1	Pipe dope		50.00	50.00
4½ days	Living Exp. for crew		225.00	1,012.50
2	Rig permits		154.00	308.00
17 hrs.	Truck to move cas. Jack from Laurel to Pickens & return		45.00	765.00
17 hrs.	Halper		13.75	233.75
	Jacking charge		1,800.00	1,800.00
	Operator		350.00	350.00
136 miles	Mileage		1.00	136.00
3 days Min.	5" cas. slips		250.00	250.00
3 days min.	5" B.J. back up tongs		120.00	120.00
3 days min.	5" Elevator		150.00	150.00
10,586 ft.	5" Foster cas. tong's pull & run 5,293' X 2 10,586		.30	3,175.80
1	5" X 7 5/8 copression Packer		3,160.00	3,160.00
136 miles	Operator mileage		1.00	136.00
3 days	Operator exp.		80.00	240.00
4 hrs.	Pump truck to test cas.		65.00	260.00
			SUB TOTAL	19,553.05
			TAX	1,173.18
			TOTAL	20,726.23

AGREEMENT

WHEREAS, Lee & Lee Services, Inc., has in the past and desires in the future to perform services on certain oil wells located in Yazoo and Madison Counties, Mississippi; and

WHEREAS, CMW Energy, Inc., is the owner of said wells, and Southeastern Oil Company and CMW Energy, Inc., are the operators of said wells; and

WHEREAS, CMW Energy, Inc., and Southeastern Oil Company are desirous of having Lee & Lee Services, Inc., continue to do work on said wells; and

WHEREAS, Lee & Lee Services, Inc., did in November of 1991 file Notice of Materialman's and Laborers' Liens against ten (10) wells located in Yazoo and Madison Counties, Mississippi, said wells being owned by CMW Energy, Inc., and operated by CMW Energy, Inc., and Southeastern Oil Company, Inc.

NOW, THEREFORE, CMW Energy, Inc., and Southeastern Oil Company, Inc., hereinafter referred to as "Operators," do this day mutually agree with Lee & Lee Services, Inc., hereinafter referred to as "Lienholder," as hereinafter set forth.

1. CONSIDERATION.

A. The parties agree that the Operators have paid sufficient consideration for this Agreement in that the Operators have paid the sum of \$30,418.37 towards its indebtedness to the Lienholder, and in addition thereto has agreed as hereinafter set forth.

B. The parties hereto agree that the Lienholder has paid sufficient consideration for this Agreement in that so long as the terms of this Agreement are adhered to by the Operators, the Lienholder will forego its legal right to file a suit to enforce the liens previously filed by the Lienholder against the Operators, and in addition thereto, the Lienholder agrees to continue to do work on behalf of the Operators.

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2. AGREEMENT NOT TO FILE SUIT. While the parties acknowledge that the Lienholder currently has valid and outstanding liens filed against certain wells owned and operated by the Operators, the Lienholder agrees not to file suit to enforce these liens filed in Yazoo and Madison Counties, Mississippi, so long as the Operators have paid the invoices upon which these liens have been filed within eleven (11) months of the date of the work for which said invoices were issued.

3. AGREEMENT TO CONTINUE TO WORK. The Lienholder agrees to continue to do work on wells owned and operated by the Operators provided as follows:

(a) At the end of each week, the Lienholder shall calculate the work done and the charges therefor and shall "FAX" a copy of an invoice indicating the amount owed for that week's work on Monday of the week following the completion of the work.

(b) The Operators agree that it shall forward to the Lienholder, via Federal Express, by Wednesday of each week funds in a sum no less than the amount of the invoice received each Monday.

(c) This procedure shall be done each week, with the Lienholder faxing the invoices on Monday and the Operators forwarding, via Federal Express, a sum in an amount equal to or greater than the invoice received by the Operators on Monday.

(d) The parties further agree that the Lienholder shall apply all sums received in this manner to the oldest invoice owed by the Operators to the Lienholder, and the current invoices shall remain due and owing by the Operators.

4. AGREEMENT TO REDUCE DEBT. It is further agreed that the respective accountants of the parties shall determine the current indebtedness of the Operators to the Lienholder, including interest at one and one-half percent (1 1/2%) per month on each invoice as previously agreed, and thereafter, deduct the February 19, 1992, payment of \$30,418.37. The remainder of this indebtedness, as well

as the indebtedness for all subsequent work to be done by the Lienholder shall be reduced to the 30-day net terms at a rate of one-twelfth (1/12th) per month for a period of twelve (12) months.

WITNESS OUR SIGNATURES to this Agreement being executed in duplicate originals, on this 20th day of February, 1992, by Lee & Lee Services, Inc., and on the 21st day of February, 1992, by CMW Energy, Inc., and on the _____ day of _____, 1992, by Southeastern Oil Company, Inc.

CMW ENERGY, INC.

BY: Charles M. Wilson
Charles M. Wilson, Pres.

SOUTHEASTERN OIL COMPANY, INC.

BY: _____
William W. Bolles, Pres.

BY: F. Worthy Walker
F. Worthy Walker, Chief
Operations Officer

LEE & LEE SERVICES, INC.

BY: Hilton R. Lee
Hilton R. Lee, Pres.

STATE OF Tennessee

COUNTY OF Shelby

PERSONALLY APPEARED before me, the undersigned authority in and for the said County and State, the within named CHARLES M. WILSON, who is the President of CMW ENERGY, INC., who acknowledged that he executed and delivered the above and foregoing AGREEMENT on the day and year therein mentioned for and on behalf of the corporation after having been first duly authorized so to do.

GIVEN UNDER MY HAND and official seal of office, on this 21st
day of February, 1992.

Pamela A. Miley
NOTARY PUBLIC

My Commission Expires:

8/2/94

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED before me, the undersigned authority in and for the said County and State, the within named WILLIAM M. BOLLES, who is the President and CEO of SOUTHEASTERN OIL COMPANY, INC., who acknowledged that he executed and delivered the above and foregoing AGREEMENT on the day and year therein mentioned for and on behalf of the corporation after having been first duly authorized so to do.

GIVEN UNDER MY HAND and official seal of office, on this _____
day of _____, 1992.

NOTARY PUBLIC

My Commission Expires:

STATE OF Tennessee
COUNTY OF Shelby

PERSONALLY APPEARED before me, the undersigned authority in and for the said County and State, the within named F. WORTHY WALKER, who is the Chief Operations Officer of SOUTHEASTERN OIL COMPANY, INC., who acknowledged that he executed and delivered the above and foregoing AGREEMENT on the day and year therein mentioned for and on behalf of the corporation after having been first duly authorized so to do.

GIVEN UNDER MY HAND and official seal of office, on this 21st
day of February, 1992.

Pamela A. Miley
NOTARY PUBLIC

My Commission Expires:

8/2/94

STATE OF MISSISSIPPI
COUNTY OF JONES

PERSONALLY APPEARED before me, the undersigned authority in and for the said County and State, the within named HILTON R. LEE, who is the President of LEE & LEE SERVICES, INC., who acknowledged that he executed and delivered the above and foregoing AGREEMENT on the day and year therein mentioned for and on behalf of the corporation after having been first duly authorized so to do.

GIVEN UNDER MY HAND and official seal of office, on this 20th day of February, 1992.

Sherry L. Lowe
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Sept. 12, 1992



STATE OF MISSISSIPPI, County of Madison:

I certify that the within instrument was filed for record in my office this 10 day of July, 1992, at 900 o'clock a M., and was duly recorded on the JUL 10 1992, Book No. 8, Page 102.

BILLY V. COOPER, CHANCERY CLERK BY: *S. Cole* D.C.