

EXHIBIT "3"

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A G R E E M E N T

THIS AGREEMENT made and entered into this 5th day of
MARCH, 1965, by and between BELCO PETROLEUM
CORPORATION, 630 Third Avenue, New York 17, New York, herein-
after called "BELCO", CLARK OIL & REFINING CORPORATION,
1217 Tower Building, 1700 Broadway, Denver, Colorado, herein-
after called "CLARK", CHARLES GETZLER, 56 West 45th Street,
New York City, New York, hereinafter called "GETZLER", and
MARATHON OIL COMPANY, of Findlay, Ohio, hereinafter called
"MARATHON";

WITNESSETH:

WHEREAS, the parties hereto, as of even date herewith,
have entered into a Unit Operating Agreement for the Mason Unit
Area, Sublette County, Wyoming covering leases jointly owned
by the parties hereto and described in Exhibit "1", attached
hereto and made a part hereof, and

WHEREAS, the parties hereto desire to provide for the
payment of Rentals and Lease Burdens payable under said jointly
owned leases as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises
and other valuable consideration, the parties hereto mutually
agree as follows:

That, as between the parties hereto, Rentals and Lease
Burden payable under said jointly owned leases shall be paid
and borne as follows, anything contained in Article 20 of the
above-described Unit Operating Agreement to the contrary
notwithstanding:

"RENTALS. Belco Petroleum Corporation shall
timely pay each installment of rental, minimum
royalty, shut-in royalty and shut-in well payments