

EXHIBIT "3"

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, hereinafter called "BELCO", CLARK OIL & REFINING CORPORATION, 1217 Tower Building, 1700 Broadway, Denver, Colorado, hereinafter 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 Burdens 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