UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

Form 10-Q

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarter ended *September 30, 2004*

or

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____________ to ____________

Commission File Number 1-1204

AMERADA HESS CORPORATION

(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction of incorporation or organization)

13-4921002
(I.R.S. employer identification number)

1185 AVENUE OF THE AMERICAS, NEW YORK, N.Y.
(Address of principal executive offices)
10036
(Zip Code)

(Registrant's telephone number, including area code is (212) 997-8500)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceeding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [ ]

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Exchange Act). Yes [X] No [ ]

At September 30, 2004, 91,652,580 shares of Common Stock were outstanding.

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements.

AMERADA HESS CORPORATION AND CONSOLIDATED SUBSIDIARIES

STATEMENT OF CONSOLIDATED INCOME (UNAUDITED)
(in millions, except per share data)

	Three Months ended September 30		Nine months ended September 30	
	2004	2003	2004	2003
REVENUES AND NON-OPERATING INCOME				
Sales (excluding excise taxes) and other operating revenues	$3,830	$3,230	$12,120	$10,683
Non-operating income				
Gain on asset sales	—	—	23	39
Equity in income of HOVENSA L.L.C.	75	43	223	108
Other	25	23	63	42
Total revenues and non-operating income	3,930	3,296	12,429	10,872
COSTS AND EXPENSES				
Cost of products sold	2,742	2,194	8,650	7,423
Production expenses	202	207	586	589
Marketing expenses	186	171	537	508
Exploration expenses, including dry holes and lease impairment	64	59	204	253
Other operating expenses	52	44	147	144
General and administrative expenses	81	70	253	252
Interest expense	62	73	179	224
Depreciation, depletion and amortization	230	253	695	799
Total costs and expenses	3,619	3,071	11,251	10,192
Income from continuing operations before income taxes	311	225	1,178	680
Provision for income taxes	133	79	437	282
Income from continuing operations	178	146	741	398
Discontinued operations				
Net gain from asset sales	—	—	—	116
Income from operations	—	—	7	53
Cumulative effect of change in accounting principle	—	—	—	7
NET INCOME	$ 178	$ 146	$ 748	$ 574
Preferred stock dividends	12	—	36	—
NET INCOME APPLICABLE TO COMMON STOCKHOLDERS	$ 166	$ 146	$ 712	$ 574
BASIC EARNINGS PER SHARE				
Continuing operations	$ 1.85	$ 1.65	$ 7.89	$ 4.49
Net income	1.85	1.65	7.98	6.48
DILUTED EARNINGS PER SHARE				
Continuing operations	$ 1.74	$ 1.64	$ 7.27	$ 4.47
Net income	1.74	1.64	7.34	6.45
WEIGHTED AVERAGE NUMBER OF SHARES OUTSTANDING (DILUTED)	102.4	89.1	101.8	89.1
COMMON STOCK DIVIDENDS PER SHARE	$ .30	$ .30	$ .90	$ .90

See accompanying notes to consolidated financial statements.

PART I - FINANCIAL INFORMATION (CONT'D.)

AMERADA HESS CORPORATION AND CONSOLIDATED SUBSIDIARIES

CONSOLIDATED BALANCE SHEET
(in millions of dollars, thousands of shares)

	September 30, 2004 (Unaudited)	December 31, 2003
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 937	$ 518
Short-term investments	119	—
Accounts receivable	2,065	1,902
Inventories	529	579
Other current assets	428	187
Total current assets	4,078	3,186
INVESTMENTS AND ADVANCES		
HOVENSA L.L.C.	1,095	960
Other	135	135
Total investments and advances	1,230	1,095
PROPERTY, PLANT AND EQUIPMENT		
Total - at cost	17,092	16,100
Less reserves for depreciation, depletion, amortization and lease impairment	8,818	8,122
Property, plant and equipment - net	8,274	7,978
NOTES RECEIVABLE	212	302
GOODWILL	977	977
DEFERRED INCOME TAXES	817	306
OTHER ASSETS	147	139
TOTAL ASSETS	$15,735	$13,983
LIABILITIES AND STOCK HOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable - trade	$ 3,168	$ 1,542
Accrued liabilities	895	855
Taxes payable	455	199
Current maturities of long-term debt	50	73
Total current liabilities	4,568	2,669
LONG-TERM DEBT	3,786	3,868
DEFERRED LIABILITIES AND CREDITS		
Deferred income taxes	1,146	1,144
Asset retirement obligations	487	462
Other	487	500
Total deferred liabilities and credits	2,120	2,106
STOCKHOLDERS' EQUITY		
Preferred stock, par value $1.00, 20,000 shares authorized		
7% cumulative mandatory convertible series: Authorized - 13,500 shares, Issued - 13,500 shares ($675 million liquidation preference)	14	14
3% cumulative convertible series: Authorized - 330 shares, Issued - 327 shares ($16 million liquidation preference)	—	—
Common stock, par value $1.00 Authorized - 200,000 shares Issued - 91,653 shares at September 30, 2004; 89,868 shares at December 31, 2003	92	90
Capital in excess of par value	1,721	1,603
Retained earnings	4,642	4,011
Accumulated other comprehensive income (loss)	(1,162)	(350)
Deferred compensation	(46)	(28)
Total stockholders' equity	5,261	5,340
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$15,735	$13,983

See accompanying notes to consolidated financial statements.

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PART I - FINANCIAL INFORMATION (CONT'D.)

AMERADA HESS CORPORATION AND CONSOLIDATED SUBSIDIARIES
STATEMENT OF CONSOLIDATED CASH FLOWS (UNAUDITED)
Nine months ended September 30
(in millions)

	2004	2003
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 748	$ 574
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation, depletion and amortization	695	799
Exploratory dry hole costs	65	107
Lease impairment	59	47
Pre-tax gain on asset sales	(23)	(244)
Provision (benefit) for deferred income taxes	(130)	170
Undistributed earnings of HOVENSA L.L.C.	(135)	(108)
Non-cash effect of discontinued operations	(7)	46
Changes in operating assets and liabilities	377	(232)
Net cash provided by operating activities	1,649	1,159
CASH FLOWS FROM INVESTING ACTIVITIES		
Capital expenditures	(1,092)	(1,015)
Payment received on notes	90	61
Increase in short-term investments	(119)	—
Proceeds from asset sales and other	57	525
Net cash used in investing activities	(1,064)	(429)
CASH FLOWS FROM FINANCING ACTIVITIES		
Decrease in debt with maturities of 90 days or less	—	(2)
Debt with maturities of greater than 90 days		
Borrowings	25	—
Repayments	(131)	(478)
Cash dividends paid	(145)	(108)
Stock options exercised	85	—
Net cash used in financing activities	(166)	(588)
NET INCREASE IN CASH AND CASH EQUIVALENTS	419	142
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	518	197
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 937	$ 339

See accompanying notes to consolidated financial statements.

PART I - FINANCIAL INFORMATION (CONT'D.)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1 - The financial statements included in this report reflect all normal and recurring adjustments which, in the opinion of management, are necessary for a fair presentation of the Corporation's consolidated financial position at September 30, 2004 and December 31, 2003, the consolidated results of operations for the three- and nine-month periods ended September 30, 2004 and 2003 and the consolidated cash flows for the nine-month periods ended September 30, 2004 and 2003. The unaudited results of operations for the interim periods reported are not necessarily indicative of results to be expected for the full year.

Certain notes and other information have been condensed or omitted from these interim financial statements. These statements, therefore, should be read in conjunction with the consolidated financial statements and related notes included in the 2003 Annual Report to Stockholders, which have been incorporated by reference in the Corporation's Form 10-K, as amended, for the year ended December 31, 2003.

Note 2 - In the first quarter of 2003, the Corporation exchanged crude oil producing properties in Colombia (acquired in 2001 as part of the Triton acquisition), plus $10 million in cash, for an additional 25% interest in natural gas reserves in a non-producing property under development in the joint development area of Malaysia and Thailand. In the second quarter of 2003, the Corporation sold producing properties in the Gulf of Mexico shelf, the Jabung Field in Indonesia and several small United Kingdom fields for $445 million. After tax income from these discontinued operations was $53 million for the first nine months of 2003. The net gain from asset sales from discontinued operations was $116 million for the same period.

Income from discontinued operations of $7 million in the first nine months of 2004 reflects the settlement of a previously accrued contingency relating to a foreign exploration and production operation that was disposed of in 2003.

Note 3 - Inventories consist of the following (in millions):

	At September 30, 2004	At December 31, 2003
Crude oil and other charge stocks	$ 170	$ 138
Refined and other finished products	564	567
Less LIFO adjustment	(399)	(293)
	335	412
Materials and supplies	194	167
Total inventories	$ 529	$ 579

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 4 - The Corporation accounts for its investment in HOVENSA L.L.C. using the equity method. Summarized financial information for HOVENSA follows (in millions):

	At September 30, 2004	At December 31, 2003
Summarized balance sheet		
Cash and short-term investments	$ 725	$ 341
Other current assets	619	541
Net fixed assets	1,821	1,818
Other assets	39	37
Current liabilities	(613)	(441)
Long-term debt	(377)	(392)
Deferred liabilities and credits	(92)	(56)
Partners' equity	$2,122	$1,848

	Three months ended September 30		Nine months ended September 30	
	2004	2003	2004	2003
Summarized income statement				
Total revenues	$2,154	$1,506	$5,729	$4,070
Costs and expenses	2,003	1,419	5,279	3,851
Net income	$ 151	$ 87	$ 450	$ 219
Amerada Hess Corporation's share (*)	$ 75	$ 43	$ 223	$ 108

(*) Before Virgin Islands income taxes, which were recorded by the Corporation.

During the third quarter of 2004, the Corporation received a cash distribution of $88 million from HOVENSA.

Note 5 - During the three - and nine-month periods ended September 30, 2004, the Corporation capitalized interest of $12 million and $41 million on major development projects ($9 million and $31 million during the corresponding periods of 2003).

Note 6 - Pre-tax foreign currency gains (losses) from continuing operations amounted to the following (in millions):

	Three months ended September 30		Nine months ended September 30	
	2004	2003	2004	2003
Foreign currency gains (losses)	$9	$2	$6	$(15)

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 7 - Components of pension expense consisted of the following (in millions):

	Three months ended September 30		Nine months ended September 30	
	2004	2003	2004	2003
Service cost	$ 7	$ 6	$ 19	$ 19
Interest cost	14	13	39	40
Expected return on plan assets	(18)	(11)	(40)	(34)
Amortization of prior service cost	1	1	2	2
Amortization of net loss	4	5	13	15
Settlement cost	5	—	5	—
Pension expense	$ 13	$ 14	$ 38	$ 42

In 2004, the Corporation expects to contribute $82 million to its funded pension plans and $20 million to the trust established for its unfunded pension plan. During the first nine months of 2004, the Corporation contributed $55 million to its funded pension plans and $20 million to the trust established for its unfunded pension plan.

Note 8 - The provision for income taxes from continuing operations consisted of the following (in millions):

	Three months ended September 30		Nine months ended September 30	
	2004	2003	2004	2003
Current	$149	$10	$ 567	$143
Deferred	(16)	69	(130)	139
Total	$133	$79	$ 437	$282

Note 9 - The weighted average number of common shares used in the basic and diluted earnings per share computations are as follows (in thousands):

	Three months ended September 30		Nine months ended September 30	
	2004	2003	2004	2003
Common shares – basic	89,813	88,617	89,220	88,615
Effect of dilutive securities (equivalent shares)				
Convertible preferred stock	11,416	205	11,731	205
Nonvested common stock	650	317	569	255
Stock options	522	1	291	11
Common shares – diluted	102,401	89,140	101,811	89,086

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Earnings per share are as follows:

	Three months ended September 30		Nine months ended September 30	
	2004	2003	2004	2003
Basic				
Continuing operations	$1.85	$1.65	$7.89	$4.49
Discontinued operations	—	—	.09	1.91
Cumulative effect of change in accounting principle	—	—	—	.08
Net income	$1.85	$1.65	$7.98	$6.48
Diluted				
Continuing operations	$1.74	$1.64	$7.27	$4.47
Discontinued operations	—	—	.07	1.90
Cumulative effect of change in accounting principle	—	—	—	.08
Net income	$1.74	$1.64	$7.34	$6.45

Note 10 - The Corporation records compensation expense for nonvested common stock awards (restricted stock) ratably over the vesting period, which is generally three to five years. The Corporation uses the intrinsic value method to account for employee stock options. Because the exercise prices of employee stock options equal or exceed the market price of the stock on the date of grant, the Corporation does not recognize compensation expense.

The Corporation uses the Black-Scholes model to estimate the fair value of employee stock options for pro forma disclosure. Using the fair value method, stock option expense would be recognized over the one- to three-year vesting periods. The following pro forma financial information presents the effect on net income and earnings per share as if the Corporation used the fair value method (in millions, except per share data):

PART I — FINANCIAL INFORMATION (CONT'D.)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

	Three months ended September 30		Nine months ended September 30	
	2004	2003	2004	2003
Net income	$ 178	$ 146	$ 748	$ 574
Add stock-based employee compensation expense included in net income, net of taxes	3	1	8	5
Less total stock-based employee compensation expense, net of taxes (*)	(6)	(1)	(12)	(5)
Pro forma net income	$ 175	$ 146	$ 744	$ 574
Net income per share as reported				
Basic	$1.85	$1.65	$7.98	$6.48
Diluted	$1.74	$1.64	$7.34	$6.45
Pro forma net income per share				
Basic	$1.82	$1.65	$7.93	$6.47
Diluted	$1.71	$1.64	$7.31	$6.44

(*) Represents nonvested common stock and stock option expense determined using the fair value method.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 11 - Comprehensive income was as follows (in millions):

	Three months ended September 30		Nine months ended September 30	
	2004	2003	2004	2003
Net income	$ 178	$146	$ 748	$574
Net change in cash flow hedges	(509)	13	(821)	(33)
Change in foreign currency translation adjustment	24	9	10	3
Comprehensive income (loss)	$(307)	$168	$ (63)	$544

The Corporation reclassifies hedging gains and losses included in other comprehensive income to earnings at the time the hedged transactions are recognized. Hedging decreased exploration and production results by $180 million ($288 million before income taxes) in the third quarter of 2004 and $377 million ($604 million before income taxes) in the first nine months of 2004. Hedging decreased exploration and production results by $54 million ($87 million before income taxes) in the third quarter of 2003 and $201 million ($321 million before income taxes) in the first nine months of 2003.

At September 30, 2004, accumulated other comprehensive income (loss) included after-tax deferred losses of $1,047 million ($205 million of realized losses and $842 million of unrealized losses) related to crude oil and natural gas contracts used as hedges of exploration and production sales. Realized losses in accumulated other comprehensive income represent losses on closed contracts that are deferred until the underlying barrels are sold. Approximately $80 million of the realized loss will reduce fourth quarter earnings and the remainder will be recognized in 2005. The pre-tax amount of the hedge losses is reflected in accounts payable and the related income tax benefits are recorded as deferred tax assets on the balance sheet.

In its energy marketing business, the Corporation has entered into cash flow hedges to fix the purchase prices of natural gas, heating oil, residual fuel oil and electricity related to contracted future sales. At September 30, 2004, the net after-tax deferred gain in accumulated other comprehensive income from these hedge contracts was $43 million.

Note 12 - In the first quarter of 2004, the Corporation guaranteed its share of an investee's borrowings to finance construction of an oil pipeline. The amount guaranteed at September 30, 2004 is approximately $43 million. The guarantee will be in place through the end of pipeline construction, which the Corporation expects to be in 2006.

PART I — FINANCIAL INFORMATION (CONT'D.)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 13 — The Corporation's results by operating segment were as follows (in millions):

	Three months ended September 30		Nine months ended September 30	
	2004	**2003**	**2004**	**2003**
Operating revenues				
Exploration and production (*)	$ 836	$ 748	$ 2,612	$ 2,333
Refining and marketing	3,071	2,548	9,723	8,600
Total	$3,907	$3,296	$12,335	$10,933
Net income				
Exploration and production	$ 155	$ 124	$ 544	$ 331
Refining and marketing	85	89	358	272
Corporate, including interest	(62)	(67)	(161)	(205)
Income from continuing operations	178	146	741	398
Discontinued operations	—	—	7	169
Income from cumulative effect of accounting change	—	—	—	7
Total	$ 178	$ 146	$ 748	$ 574

(*) Includes transfers to affiliates of $77 million and $215 million during the three- and nine-months ended September 30, 2004, and $66 million and $250 million for the corresponding periods of 2003.

Identifiable assets by operating segment were as follows (in millions):

	At September 30, 2004	At December 31, 2003
Identifiable assets		
Exploration and production	$10,006	$ 9,149
Refining and marketing	4,644	4,267
Corporate	1,085	567
Total	$15,735	$13,983

Note 14 — On January 1, 2003, the Corporation changed its method of accounting for asset retirement obligations as required by FAS No. 143, *Accounting for Asset Retirement Obligations.* Using the accounting method required by FAS No. 143, the Corporation recognizes a liability for the fair value of legally required asset retirement obligations associated with long-lived assets in the period in which the retirement obligations are incurred. The Corporation capitalizes the associated asset retirement costs as part of the carrying amount of the long-lived assets. The cumulative effect of this change in the first nine months of 2003 was a credit to income of $7 million or $.08 per share, basic and diluted.

PART I - FINANCIAL INFORMATION (CONT'D.)

Item 2. Management's Discussion and Analysis of Results of Operations and Financial Condition.

Overview

Net income was $178 million for the third quarter of 2004, including $155 million from exploration and production operations and $85 million from refining and marketing activities.

Worldwide oil and gas production averaged 323,000 barrels of oil equivalent per day during the third quarter of 2004 and 340,000 barrels of oil equivalent per day during the first nine months of the year. In the third quarter, production was lower than in the first half of the year, primarily because of normal North Sea facilities maintenance. The Corporation anticipates that full-year 2004 production will average 340,000 barrels of oil equivalent per day. In the third quarter of 2004, the Corporation's average crude oil selling price was $26.59 per barrel, including the effects of hedging (see discussion of selling prices on page 13).

In August, the government of Equatorial Guinea approved the Plan of Development for Northern Block G. The Corporation is currently awarding many of the major contracts on this development and expects first production in early 2007.

On Block A-18 in the Malaysia-Thailand joint development area, the Corporation anticipates first production early in 2005. The Corporation expects to reach the full contracted rate of 160 million cubic feet per day, net, by the end of 2005, following completion of the buyers' gas separation plant, which is being constructed onshore Thailand. Negotiations with the buyers regarding additional gas sales are at an advanced stage.

In Libya, the Corporation and its partners are in the final stages of negotiations with the Libyan National Oil Company on terms of reentry into our former operations in the country.

Results of Operations

Net income for the third quarter of 2004 amounted to $178 million, compared with $146 million in the third quarter of 2003. Net income for the first nine months of 2004 was $748 million compared with $574 million in the first nine months of 2003, including $7 million and $169 million, respectively, from discontinued operations. The after-tax results by major operating activity for the three- and nine-months ended September 30, 2004 and 2003 were as follows (in millions, except per share data):

PART I - FINANCIAL INFORMATION (CONT'D.)

Results of Operations (Continued)

	Three months ended September 30		Nine months ended September 30	
	2004	2003	2004	2003
Exploration and production	$ 155	$ 124	$ 544	$ 331
Refining and marketing	85	89	358	272
Corporate	(23)	(25)	(49)	(73)
Interest expense	(39)	(42)	(112)	(132)
Income from continuing operations	178	146	741	398
Discontinued operations	—	—	7	169
Income from cumulative effect of accounting change	—	—	—	7
Net income	$ 178	$ 146	$ 748	$ 574
Income per share from continuing operations (diluted)	$1.74	$1.64	$7.27	$4.47
Net income per share (diluted)	$1.74	$1.64	$7.34	$6.45

Comparison of Results

In the discussion that follows, the financial effects of certain transactions are disclosed on an after-tax basis. Management reviews segment earnings on an after-tax basis and uses after-tax amounts in its analysis of variances in segment earnings. Management believes that after-tax amounts are a preferable method of explaining variances in earnings, since they show the entire effect of transactions rather than only the pre-tax amounts. After-tax amounts are determined by applying the appropriate income tax rate in each tax jurisdiction to pre-tax amounts.

Exploration and Production

Exploration and production earnings from continuing operations increased by $31 million in the third quarter and $213 million in the first nine months of 2004 compared with the corresponding periods of 2003. Earnings in the third quarter of 2003 include $30 million of United States income tax benefits relating to foreign exploration activities. Earnings for the first nine months of 2004 and 2003 include after-tax gains on asset sales of $33 million ($23 million before income taxes) and $31 million ($47 million before income taxes), respectively. Earnings for the first nine months of 2004 and 2003 also include after-tax charges of $9 million and $23 million ($15 million and $38 million before income taxes), respectively, for accrued severance and a reduction in leased office space in London.

After considering the gains on asset sales and other items described above, the remaining changes in exploration and production earnings are primarily attributable to changes in selling prices, sales volumes and operating costs and exploration expenses, as discussed below.

PART I - FINANCIAL INFORMATION (CONT'D.)

Results of Operations (Continued)

Selling prices: Higher average selling prices of crude oil and natural gas increased exploration and production revenues by approximately $142 million in the third quarter and $295 million in the first nine months of 2004 compared with the same periods of 2003. The Corporation's average selling prices, including the effects of hedging, were as follows:

	Three months ended September 30		Nine months ended September 30	
	2004	2003	2004	2003
Crude oil (per barrel)				
United States	$28.26	$24.33	$26.41	$23.97
Foreign	26.16	24.72	26.41	24.79
Natural gas liquids (per barrel)				
United States	$31.73	$22.00	$28.03	$23.64
Foreign	29.04	23.33	26.98	22.95
Natural gas (per Mcf)				
United States	$ 4.40	$ 3.53	$ 4.95	$ 4.03
Foreign	3.65	2.54	3.80	2.73

The after-tax impacts of crude oil and U.S. natural gas hedges were opportunity costs of $180 million in the third quarter and $377 million in the first nine months of 2004 compared with opportunity costs of $54 million and $201 million in the same periods of the prior year.

The Corporation has after-tax deferred hedge losses of $1,047 million recorded in accumulated other comprehensive income. Of this amount, $842 million is unrealized and relates to open hedge positions. The remaining $205 million deferred loss is realized and relates to closed hedge positions. The deferred realized loss will be recognized in earnings as the underlying barrels are sold.

The Corporation has open hedge positions equal to 70% of its estimated worldwide crude oil production for the fourth quarter of 2004 and 60% of its estimated worldwide crude oil production for 2005. The average price for United States crude oil open hedge positions is $37.12 in 2004 and $31.24 in 2005. The average price for foreign crude oil open hedge positions is $32.14 in 2004 and $29.49 in 2005. In addition to the gains or losses on these open hedge positions, approximately $80 million of the $205 million deferred realized loss will reduce fourth quarter earnings and the remaining deferred realized loss will be recognized in 2005.

Production and sales volumes: The Corporation's oil and gas production, on a barrel of oil equivalent basis, was 323,000 barrels per day in the third quarter of 2004 compared with 339,000 barrels per day in the third quarter of 2003. The decrease results primarily from natural field decline and increased maintenance. The Corporation's oil and gas production in the first nine months of 2004 decreased to

PART I - FINANCIAL INFORMATION (CONT'D.)

Results of Operations (Continued)

340,000 barrels per day from 378,000 barrels per day in 2003. This decline was primarily due to asset sales and exchanges in 2003 and natural field decline. The Corporation anticipates that its average production for the full year of 2004 will be approximately 340,000 barrels of oil equivalent per day. The Corporation's net daily worldwide production was as follows (in thousands):

	Three months ended September 30		Nine months ended September 30	
	2004	2003	2004	2003
Crude oil (barrels per day)				
United States	44	41	41	45
United Kingdom	66	78	74	92
Equatorial Guinea	28	21	26	24
Norway	23	22	26	23
Algeria	22	23	22	19
Denmark	20	24	22	24
Gabon	12	11	12	10
Azerbaijan	2	2	2	2
Indonesia	—	—	—	2
Colombia	—	—	—	4
Total	217	222	225	245
Natural gas liquids (barrels per day)				
United States	12	12	12	11
Foreign	8	7	8	9
Total	20	19	20	20
Natural gas (Mcf per day)				
United States	164	216	169	266
United Kingdom	224	262	271	303
Norway	25	24	27	26
Denmark	21	30	23	31
Indonesia and Thailand	82	59	85	54
Total	516	591	575	680
Barrels of oil equivalent (per day) (*)	323	339	340	378
Barrels of oil equivalent production included above related to discontinued operations	—	—	—	17

(*) Reflects natural gas production converted based on relative energy content (six Mcf equals one barrel).

The changes in crude oil and natural gas sales volumes in 2004 compared to the same periods of 2003 resulted in lower income before income taxes of approximately $85 million for the third quarter and $105 million for the first nine months of 2004 compared with the corresponding periods of 2003.

PART I - FINANCIAL INFORMATION (CONT'D.)

Results of Operations (Continued)

Operating costs and exploration expenses: Operating costs and exploration expenses from continuing operations decreased by approximately $18 million in the third quarter of 2004 compared with the corresponding period in the prior year. Depreciation, depletion and amortization charges were lower in the third quarter of 2004 compared with 2003, reflecting lower production volumes and lower unit cost per barrel. Production expenses decreased slightly in the third quarter of 2004; however, on a barrel of oil equivalent basis, unit lifting costs per barrel increased.

For the first nine months of 2004 compared with the same period of 2003, operating costs and exploration expenses from continuing operations decreased by approximately $130 million. Exploratory drilling was lower in the first nine months of 2004; however, a larger portion of the annual drilling program is scheduled for the fourth quarter. Depreciation, depletion and amortization charges were also lower in the first nine months of 2004 compared with 2003, reflecting lower production volumes and lower unit cost per barrel from changes in the mix of producing fields.

Other: Foreign currency translation resulted in pre-tax gains of $9 million in the third quarter of 2004 and $11 million in the first nine months of 2004 compared with gains of $2 million and losses of $15 million in the corresponding periods of 2003. Foreign currency gains or losses are included in non-operating income (expense) in the income statement.

The effective income tax rate for exploration and production operations in the first nine months of 2004 was 46% compared to 52% in the first nine months of 2003.

The Corporation's future exploration and production earnings may be impacted by external factors, such as volatility in the selling prices of crude oil and natural gas, reserve and production changes and changes in tax rates.

Refining and Marketing

Earnings from refining and marketing activities amounted to $85 million in the third quarter of 2004 compared with $89 million in the corresponding period of 2003. For the first nine months of 2004, refining and marketing operations earned $358 million compared with $272 million in 2003. The first nine months of 2003 includes an after-tax loss on the sale of the Corporation's interest in a shipping joint venture of $20 million ($9 million before income taxes).

The Corporation's downstream operations include HOVENSA L.L.C. (HOVENSA), a 50% owned refining joint venture with a subsidiary of Petroleos de Venezuela S.A. (PDVSA), accounted for on the equity method. Additional refining and marketing activities include a fluid catalytic cracking facility in Port Reading, New Jersey, as well as retail gasoline stations, energy marketing and trading

PART I - FINANCIAL INFORMATION (CONT'D.)

Results of Operations (Continued)

operations. In the second quarter of 2004, the Corporation invested in a joint venture, Hess LNG L.L.C., to pursue investments in liquified natural gas terminals and related supply, trading and marketing opportunities.

HOVENSA: The Corporation's share of HOVENSA's income, before income taxes, was $75 million in the third quarter of 2004 compared with $43 million in the third quarter of 2003. For the first nine months of 2004, the Corporation's share of HOVENSA's income was $223 million compared with $108 million for the first nine months of 2003. HOVENSA's total crude runs amounted to 488,000 barrels per day in the first nine months of 2004 and 436,000 barrels per day in the first nine months of 2003. In the early part of 2003, crude runs were reduced reflecting interruptions in crude oil deliveries from Venezuela. During the third quarter of 2004, the Corporation received a cash distribution of $88 million from HOVENSA.

In the third quarter and first nine months of 2004, the Corporation recorded deferred income tax expense in refining and marketing results of $18 million and $29 million, respectively, relating to HOVENSA's earnings. The Corporation anticipates that for the remainder of the year deferred taxes will be provided on HOVENSA earnings at a rate of approximately 20% to 25%. In 2005, the Corporation expects that deferred taxes will be recorded at the Virgin Islands statutory rate of 38.5%. As of September 30, the Corporation has approximately $200 million of net operating loss carryforwards available to offset its share of future HOVENSA taxable income.

Earnings from refining and marketing activities also include interest income on the note received from PDVSA at the formation of the joint venture. Interest on the PDVSA note amounted to $19 million in the first nine months of 2004 and $23 million in the same period of 2003. Interest income is recorded in non-operating income in the income statement.

Retail, Energy Marketing and Other: Results of retail gasoline operations were lower in the third quarter and first nine months of 2004 compared with the corresponding periods of 2003 reflecting lower gasoline margins, although sales volumes increased. Energy marketing earnings were also lower in the third quarter and first nine months of 2004 due to decreased margins compared with 2003. Results of the Port Reading refining facility were lower in the third quarter of 2004 than in the same period of the prior year, but higher in the first nine months of 2004 reflecting changes in margins in each period and a storm related shutdown for 25 days in the third quarter of 2004. Refined product sales volumes were 394,000 barrels per day in the third quarter of 2004 and 427,000 barrels per day in the first nine months of 2004, compared with 390,000 and 417,000 barrels per day in the corresponding periods of 2003.

The Corporation has a 50% voting interest in a consolidated partnership that trades energy commodities and derivatives. The Corporation also takes trading positions for its own account. The Corporation's after-tax results from trading

PART I - FINANCIAL INFORMATION (CONT'D.)

Results of Operations (Continued)

activities, including its share of the earnings of the trading partnership amounted to income of $11 million ($18 million before income taxes) in the third quarter and $44 million ($75 million before income taxes) in the first nine months of 2004. Trading activities resulted in income of $3 million ($8 million before income taxes) in the third quarter and $15 million ($26 million before income taxes) in the first nine months of 2003.

Marketing expenses increased in the third quarter and first nine months of 2004, compared with the corresponding periods of the prior year. The increases include employee costs relating to new convenience stores, repairs of storm related damage and increased compensation costs resulting from higher earnings of the trading partnership.

Refining and marketing earnings will likely continue to be volatile reflecting competitive industry conditions and supply and demand factors, including the effects of weather.

Corporate

After-tax corporate expenses amounted to $23 million in the third quarter and $49 million in the first nine months of 2004 compared with $25 million and $73 million in the same periods of 2003. The third quarter 2004 amount includes $7 million after tax ($10 million before tax) from incremental pension and benefit costs. The results for the first nine months of 2004 include a non-cash income tax benefit of $13 million resulting from the completion of a prior year United States income tax audit. Corporate expenses in the first nine months of 2003 include after-tax charges of $15 million ($27 million before income taxes) from early repayment of debt.

Interest Expense

After-tax interest totaled $39 million in the third quarter of 2004 compared with $42 million in the third quarter of 2003. In the first nine months of 2004, after-tax interest amounted to $112 million compared with $132 million in the first nine months of 2003. The corresponding amounts before income taxes were $62 million in the third quarter of 2004, $73 million in the third quarter of 2003, $179 million in the first nine months of 2004 and $224 million in the first nine months of 2003. Interest expense in 2004 was lower than in 2003 due to lower average outstanding debt and higher capitalized interest. Capitalized interest was $41 million in the first nine months of 2004 and $31 million in the first nine months of 2003.

Discontinued Operations

Income from discontinued operations of $7 million in the first nine months of 2004 reflects the settlement of a previously accrued contingency relating to a foreign exploration and production operation that was disposed of in 2003.

PART I - FINANCIAL INFORMATION (CONT'D.)

Results of Operations (Continued)

In the first quarter of 2003, the Corporation exchanged its crude oil producing properties in Colombia (acquired in 2001 as part of the Triton acquisition), plus $10 million in cash, for an additional 25% interest in Block A-18 in the joint development area of Malaysia and Thailand (JDA). The exchange resulted in an after-tax charge to income of $59 million in discontinued operations in the first quarter of 2003. In the second quarter of 2003, the Corporation sold Gulf of Mexico Shelf properties, the Jabung Field in Indonesia and several small United Kingdom fields for $445 million. An after-tax gain from these asset sales of $175 million was included in discontinued operations. Discontinued operations in first nine months of 2003 also include $53 million of income from operations prior to the sales of these assets.

Sales and Other Operating Revenues

Sales and other operating revenues increased by 19% in the third quarter and 13% in the first nine months of 2004 compared with the corresponding periods of 2003. This increase principally reflects higher selling prices and sales volumes of refined products, partially offset by decreased sales of purchased natural gas in energy marketing. The increase in cost of goods sold also reflects the change in sales volumes of refined products.

Liquidity and Capital Resources

Overview: Cash flows from operating activities in the first nine months of 2004 totaled $1,649 million, including changes in operating assets and liabilities of $377 million. Cash and short-term investments at September 30, 2004 totaled $1,056 million, an increase of $538 million from year-end. At September 30, 2004, the Corporation's debt to capitalization ratio was 42.2% compared to 42.5% at December 31, 2003. Total debt was $3,836 million at September 30, 2004 and $3,941 million at December 31, 2003.

Cash Flows from Operating Activities: Net cash provided by operating activities, including changes in operating assets and liabilities, totaled $1,649 million in the first nine months of 2004 compared with $1,159 million in the first nine months of 2003. This change is primarily due to higher earnings and the timing of cash flows associated with changes in operating assets and liabilities, principally working capital accounts. Operating assets and liabilities increased $377 million in 2004 and decreased $232 million in 2003. During the third quarter of 2004, the Corporation received a cash distribution of $88 million from HOVENSA.

Cash Flows from Investing Activities: Capital expenditures in the first nine months of 2004 were $1,092 million of which $1,047 million related to exploration and production activities. Capital expenditures in the same period of 2003 were $1,015 million, including $958 million for exploration and production. Proceeds from asset and investment sales totaled $53 million in 2004 and $525 million in 2003.

PART I - FINANCIAL INFORMATION (CONT'D.)

Liquidity and Capital Resources (Continued)

Cash Flows from Financing Activities: The Corporation reduced debt by $106 million during the first nine months of 2004. Debt reduction in the first nine months of 2003 was $502 million. Dividends paid were $145 million in the first nine months of 2004 compared with $108 million in the same period of the prior year. The increase was due to dividends on the 7% preferred stock issued in the fourth quarter of 2003. During the first nine months of 2004, the Corporation received proceeds from the exercise of stock options totaling $85 million.

Future Capital Requirements and Resources: Capital expenditures excluding acquisitions, if any, for the remainder of 2004 are currently estimated to be approximately $450 million. The Corporation anticipates that available cash and cash flow from operations will fund these expenditures.

At September 30, 2004, the Corporation had a $1.5 billion credit facility under its committed revolving credit agreement. During the third quarter, the Corporation entered into an amendment of this agreement that permits the Corporation to request the issuance of letters of credit up to $1.5 billion. The Corporation's revolving credit agreement expires in 2006; however, the Corporation anticipates that it will enter into a new committed facility before the existing facility expires. The Corporation also has a shelf registration under which it may issue $825 million of additional debt securities, warrants, common stock or preferred stock.

With higher crude oil prices, the Corporation's collateral requirements under certain contracts with hedging and trading counterparties have increased. The Corporation used letters of credit from the credit facility and uncommitted lines to meet these collateral requirements. Outstanding letters of credit increased to $1,627 million at September 30, 2004 compared with $229 million at December 31, 2003. At September 30, the Corporation has used $762 million of the $1.5 billion facility for letters of credit. The amount of the credit line remaining is $738 million.

Loan agreement covenants allow the Corporation to borrow an additional $4.9 billion for the construction or acquisition of assets at September 30, 2004. At September 30, 2004, the maximum amount of dividends that can be paid from borrowings under the loan agreements is $1.8 billion.

Prior to June 30, 1986, the Corporation had extensive exploration and production operations in Libya; however, U.S. Government sanctions required suspension of participation in these operations. The Corporation wrote off the book value of its Libyan assets in connection with the cessation of operations. On February 24, 2004, the Corporation received U.S. Government authorization to negotiate and enter into an executory agreement with the government of Libya that would define the terms for resuming active participation in the Libyan properties. On April 29, 2004, the U.S. Government lifted most of the sanctions imposed on Libya. It has also taken the necessary steps to have the Iran-Libya Sanctions Act of 1976 terminated by Congress with respect to Libya. As a result, the Corporation

PART I - FINANCIAL INFORMATION (CONT'D.)

Liquidity and Capital Resources (Continued)

and its partners will be able to resume operations in Libya if they are able to reach a successful conclusion to ongoing commercial negotiations. If these negotiations are successful, management anticipates capital expenditures will likely increase over the current plan.

In the fourth quarter of 2004, the President signed the American Jobs Creation Act (the Act), which will allow corporations to repatriate foreign earnings at an effective income tax rate of 5.25%. The Corporation is evaluating the repatriation provisions of the Act. The maximum amount that the Corporation could repatriate under the Act is $1.9 billion. The Corporation has not determined the amount, if any, of such repatriation. A repatriation of earnings would result in an additional income tax charge on the amount remitted.

Credit Ratings: In the first quarter of 2004, two credit rating agencies downgraded their ratings of the Corporation's debt. One of the revised ratings was below investment grade. If an additional rating agency were to reduce its credit rating below investment grade, the incremental margin requirements at September 30, 2004 would be approximately $30 million.

Other: In connection with the sale of six vessels in 2002, the Corporation agreed to support the buyer's charter rate on these vessels for up to five years. The support agreement requires that if the actual contracted rate for the charter of a vessel is less than the stipulated support rate in the agreement, the Corporation will pay to the buyer the difference between the contracted rate and the stipulated rate. The balance in the charter support reserve at January 1, 2004 was $32 million. During the first nine months of 2004, the Corporation made net payments of $3 million for charter support, reducing the reserve to $29 million.

At December 31, 2003, the Corporation had an accrual of $38 million for severance and leased office space in London. During the first nine months of 2004, $15 million of additional pre-tax costs were accrued and $16 million of payments were made. The September 30, 2004 accrual for severance and office lease costs is $37 million. Additional accruals for lease costs of approximately $20 million before income taxes are anticipated in 2005.

Off-Balance Sheet Arrangements: The Corporation has leveraged leases not included in its balance sheet, primarily related to retail gasoline stations that the Corporation operates. The net present value of these leases is $464 million at September 30, 2004. The Corporation's September 30, 2004 debt to capitalization ratio would increase from 42.2% to 45.0% if the leases were included as debt.

The Corporation guarantees the payment of up to 50% of HOVENSA's crude oil and feedstock purchases from suppliers other than PDVSA. The amount of the Corporation's guarantee fluctuates based on the volume of crude oil purchased and related prices. At September 30, 2004, the guarantee totaled $220 million. In addition, the Corporation has agreed to provide funding up to a maximum of $40

PART I - FINANCIAL INFORMATION (CONT'D.)

Liquidity and Capital Resources (Continued)

million to the extent HOVENSA does not have funds to meet its senior debt obligations.

In the first quarter of 2004, the Corporation guaranteed its share of an investee's borrowings to finance construction of an oil pipeline. The amount guaranteed is approximately $43 million. The guarantee will be in place through the end of the pipeline's construction, which the Corporation expects to be in 2006.

Market Risk Disclosure

In the normal course of its business, the Corporation is exposed to commodity risks related to changes in the price of crude oil, natural gas, refined products and electricity, as well as to changes in interest rates and foreign currency values. In the disclosures that follow, these operations are referred to as non-trading activities. The Corporation also has trading operations, principally through a 50% voting interest in a trading partnership. These activities are also exposed to commodity risks primarily related to the prices of crude oil, natural gas and refined products.

Instruments: The Corporation uses forward commodity contracts, foreign exchange forward contracts, futures, swaps and options in the Corporation's non-trading and trading activities. These contracts are widely traded instruments mainly with standardized terms.

Quantitative Measures: The Corporation uses value-at-risk and other limits to monitor and control commodity risk within its trading and non-trading activities. The value-at-risk model uses historical simulation and the results represent the potential loss in fair value over one day at a 95% confidence level. The model captures both first and second order sensitivities for options. The potential change in fair value based on commodity price risk is presented in the non-trading and trading sections below.

Non-Trading: The Corporation's non-trading activities include hedging of crude oil and natural gas production. Futures and swaps are used to fix the selling prices of a portion of the Corporation's future production and the related gains or losses are an integral part of the Corporation's selling prices. As of September 30, the Corporation has open hedge positions equal to 70% of its estimated worldwide crude oil production for the period from October 1 to December 31, 2004 and 60% of its estimated 2005 worldwide crude oil production. The average price for West Texas Intermediate crude oil (WTI) related open hedge positions is $37.12 in 2004 and $31.24 in 2005. The average price for Brent crude oil related open hedge positions is $32.14 in 2004 and $29.49 in 2005. Approximately 20% of the Corporation's hedges are WTI related and the remainder is Brent. In addition, the Corporation has 24,000 barrels per day of Brent related crude oil production hedged from 2006 through 2012 at an average price of $26.20 per barrel. As market conditions change, the Corporation may adjust its hedge percentages.

Market Risk Disclosure (Continued)

Because the selling price of crude oil has increased since the beginning of the year, accumulated other comprehensive income (loss) at September 30, 2004 includes after-tax deferred losses of $1,047 million ($205 million of realized losses and $842 million of unrealized losses) related to crude oil and natural gas contracts used as hedges of exploration and production sales. Realized losses in accumulated other comprehensive income represent losses on closed contracts that are deferred until the underlying barrels are sold. Approximately $80 million of the realized loss will reduce fourth quarter earnings and the remainder will be recognized in 2005. The pre-tax amount of all deferred hedge losses is reflected in accounts payable and the related income tax benefits are recorded as deferred tax assets on the balance sheet.

The Corporation also markets energy commodities including refined petroleum products, natural gas and electricity. The Corporation uses futures and swaps to fix the purchase prices of commodities to be sold under fixed-price sales contracts.

The Corporation estimates that at September 30, 2004, the value-at-risk for commodity related derivatives that are settled in cash and used in non-trading activities was $111 million ($44 million at December 31, 2003). The results may vary from time to time as hedge levels and oil and gas prices change.

Trading and Risk Management: The trading partnership in which the Corporation has a 50% voting interest trades energy commodities and derivatives. The accounts of the partnership are consolidated with those of the Corporation. The Corporation also takes trading positions for its own account. These strategies are primarily proprietary position management. The information that follows represents 100% of the trading partnership and the Corporation's proprietary trading accounts.

In trading activities, the Corporation is exposed to changes in crude oil, natural gas and refined product prices, primarily in North America and Europe. Trading positions may include futures, forwards, swaps and options. In some cases, physical purchase and sale contracts are used as trading instruments and are included in the trading results.

Gains or losses from sales of physical products are recorded at the time of sale. Derivative trading transactions are marked-to-market and are reflected in income currently. Total realized gains for the first nine months of 2004 amounted to $112 million ($35 million of realized gains for the first nine months of 2003). The following table provides an assessment of the factors affecting the changes in fair value of trading activities and represents 100% of the trading partnership and other trading activities (in millions):

PART I - FINANCIAL INFORMATION (CONT'D.)

Market Risk Disclosure (Continued)

	2004	2003
Fair value of contracts outstanding at January 1	$ 67	$ 36
Change in fair value of contracts outstanding at the beginning of the year and still outstanding at September 30	76	32
Reversal of fair value for contracts closed during the period	(15)	(20)
Fair value of contracts entered into during the period	65	56
Fair value of contracts outstanding at September 30	$193	$104

The Corporation uses observable market values for determining the fair value of its trading instruments. In cases where actively quoted prices are not available, other external sources are used which incorporate information about commodity prices in actively quoted markets, quoted prices in less active markets and other market fundamental analysis. Internal estimates are based on internal models incorporating underlying market information such as commodity volatilities and correlations. The Corporation's risk management department regularly compares valuations to independent sources and models. The sources of fair value at September 30, 2004 follow (in millions):

		Instruments Maturing			
	Total	2004	2005	2006	2007 and 2008
Prices actively quoted	$ 59	$ (3)	$22	$37	$ 3
Other external sources	137	23	52	41	21
Internal estimates	(3)	—	(3)	—	—
Total	$193	$20	$71	$78	$24

The Corporation estimates that at September 30, 2004, the value-at-risk for trading activities, including commodities, was $14 million ($7 million at December 31, 2003). The results may change from time to time.

The following table summarizes the fair values of net receivables relating to the Corporation's trading activities and the credit rating of counterparties at September 30 (in millions):

Investment grade determined by outside sources	$411
Investment grade determined internally*	152
Less than investment grade	61
Total	$624

*Based on information provided by counterparties and other available sources.

PART I - FINANCIAL INFORMATION (CONT'D.)

Forward-Looking Information

Certain sections of Management's Discussion and Analysis of Results of Operations and Financial Condition, including references to the Corporation's future results of operations and financial position, liquidity and capital resources, capital expenditures, oil and gas production, tax rates, debt repayment, hedging, derivative and market risk disclosures and off-balance sheet arrangements include forward-looking information. Forward-looking disclosures are based on the Corporation's current understanding and assessment of these activities and reasonable assumptions about the future. Actual results may differ from these disclosures because of changes in market conditions, government actions and other factors.

PART I - FINANCIAL INFORMATION (CONT'D.)

Item 3. Quantitative and Qualitative Disclosures about Market Risk

The information required by this item is presented under Item 2, "Management's Discussion and Analysis of Results of Operations and Financial Condition – Market Risk Disclosure."

Item 4. Controls and Procedures

Based upon their evaluation of the Corporation's disclosure controls and procedures (as defined in Exchange Act Rules 13a - 14(c) and 15d - 14(c)) as of September 30, 2004, John B. Hess, Chief Executive Officer, and John P. Rielly, Chief Financial Officer, concluded that these disclosure controls and procedures were effective as of September 30, 2004.

There have been no significant changes in the Corporation's internal controls or in other factors that could significantly affect internal controls after September 30, 2004.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

On or about July 15, 2004, Hess Oil Virgin Islands Corp. (“HOVIC”), a wholly owned subsidiary of Registrant, and HOVENSA L.L.C., in which Registrant owns a 50% interest, each received a letter from the Commissioner of the Virgin Islands Department of Planning and Natural Resources and Natural Resources Trustee, advising of the Trustee’s intention to bring suit against HOVIC and HOVENSA under the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”). The letter alleges that HOVIC and HOVENSA are potentially responsible for damages to natural resources arising from releases of hazardous substances from the “HOVENSA Oil Refinery.” HOVENSA currently owns and operates a petroleum refinery on the south shore of St. Croix, United States Virgin Islands, which had been operated by HOVIC until October 1998. The letter does not specify the basis for the claim or a claimed damage amount. If an action is brought, Registrant and HOVENSA intend to vigorously defend it.

PART II - OTHER INFORMATION (CONT'D.)

Item 6. Exhibits and Reports on Form 8-K

a. Exhibits

4(1) Amendment dated as of August 31, 2004 to the Third Amended and Restated Credit Agreement dated as of January 23, 2001 among Registrant and lenders party thereto.

31(1) Certification required by Rule 13a-14(a) (17 CFR 240.13a-14(a)) or Rule 15d-14(a) (17 CFR 240.15d-14(a))

31(2) Certification required by Rule 13a-14(a) (17 CFR 240.13a-14(a)) or Rule 15d-14(a) (17 CFR 240.15d-14(a))

32(1) Certification required by Rule 13a-14(b) (17 CFR 240.13a-14(b)) or Rule 15d-14(b) (17 CFR 240.15d-14(b)) and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. 1350)

32(2) Certification required by Rule 13a-14(b) (17 CFR 240.13a-14(b)) or Rule 15d-14(b) (17 CFR 240.15d-14(b)) and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. 1350)

b. Reports on Form 8-K

During the three months ended September 30, 2004, Registrant filed two reports on Form 8-K:

(i) a filing dated July 28, 2004 reporting under Items 7 and 12 a news release dated July 28, 2004 reporting results for the second quarter of 2004 and under Items 7 and 9 the prepared remarks of John B. Hess, Chairman of the Board of Directors and Chief Executive Officer of Amerada Hess Corporation at a public conference call held July 28, 2004; and

(ii) a filing dated August 31, 2004 reporting under Item 1.01 that the Corporation entered into an amendment of a credit agreement establishing a letter of credit facility that permits the Corporation to request letters of credit under the agreement.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

AMERADA HESS CORPORATION
(REGISTRANT)

By /s/ John B. Hess
JOHN B. HESS
CHAIRMAN OF THE BOARD AND
CHIEF EXECUTIVE OFFICER

By /s/ John P. Rielly
JOHN P. RIELLY
SENIOR VICE PRESIDENT AND
CHIEF FINANCIAL OFFICER

Date: November 5, 2004

EXHIBIT 4(l)

EXECUTION COPY

AMENDMENT NO. 1 dated as of August 31, 2004 (this “Amendment”), to the Third Amended and Restated Credit Agreement dated as of January 23, 2001 (the “Credit Agreement”), among AMERADA HESS CORPORATION, a Delaware corporation, the LENDERS from time to time party thereto, GOLDMAN SACHS CREDIT PARTNERS L.P., as joint book runner, joint lead arranger and sole syndication agent, J.P. MORGAN SECURITIES INC. (formerly known as Chase Securities Inc.), as joint book runner and joint lead arranger, BANK OF AMERICA, N.A., as co-documentation agent and arranger, CITIBANK, N.A., as co-documentation agent and arranger, BARCLAYS BANK PLC, as co-documentation agent and arranger, and JPMORGAN CHASE BANK (formerly known as The Chase Manhattan Bank), as administrative agent.

A. Pursuant to the Credit Agreement, the Lenders have extended and agreed to extend credit to the Company on to the terms and subject to the conditions set forth therein.

B. The Company has requested an amendment to the Credit Agreement to establish a letter of credit facility in the amount of $1,500,000,000.

C. The Required Lenders are willing to agree to such amendment and the Issuing Banks named herein are willing to act as the Issuing Banks under the Credit Agreement as amended by this Amendment, in each case on the terms and subject to the conditions set forth herein.

D. Each capitalized term used and not otherwise defined herein shall have the meaning assigned to such term in the Credit Agreement.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Amendments. (a) Section 1.01 of the Credit Agreement is hereby amended as follows:

(i) The definition of “Excluded Taxes” is hereby amended to add “, any Issuing Bank” immediately after the first reference therein to “any Lender”.

(ii) The definition of “Material Indebtedness” is hereby amended to add “and Letters of Credit” at the end of the parenthetical set forth therein.

(iii) The definition of “Revolving Credit Exposure” is hereby amended and restated in its entirety to read as follows:

““Revolving Credit Exposure” means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender’s Revolving Loans and its LC Exposure at such time.”

(iv) The following definitions are added in the appropriate alphabetical order:

““Amendment Effective Date” means the date of the First Amendment.

“First Amendment” means Amendment No. 1 to this Agreement, dated as of August 31, 2004.

“Issuing Bank” means JPMorgan Chase Bank, Bank of America, N.A., Citibank, N.A., BNP Paribas, Barclays Bank PLC, The Royal Bank of Scotland plc and The Bank of Nova Scotia, each in its capacity as the issuer of Letters of Credit hereunder, and its successors in such capacity as provided in Section 2.18(i). Each Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term “Issuing Bank” shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

“LC Commitment” means, with respect to any Issuing Bank, the maximum permitted amount of the LC Exposure that may be attributable to Letters of Credit issued by such Issuing Bank, as set forth on Schedule I attached to the First Amendment.

“LC Disbursement” means a payment made by any Issuing Bank pursuant to a Letter of Credit.

“LC Exposure” means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time plus (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Company at such time. The LC Exposure of any Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time.

“LC Participation Fee” has the meaning assigned to such term in Section 2.10(e).

“Letter of Credit” means any letter of credit issued pursuant to this Agreement.”

(b) Section 2.02(c) of the Credit Agreement is hereby amended to add the following clause at the end of the first proviso set forth therein:

“or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.18(e).”

(c) Section 2.05(a) of the Credit Agreement is hereby amended to add the following proviso at the end thereof:

"provided that ABR Revolving Loans made to refinance the reimbursement of an LC Disbursement as provided in Section 2.18(e) shall be remitted by the Administrative Agent to the applicable Issuing Bank"

(d) Section 2.07(a) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"(a) Unless previously terminated, the Commitments and the LC Commitments shall terminate on the Maturity Date."

(e) Section 2.10 of the Credit Agreement is hereby amended as follows:

(i) The first sentence of paragraph (b) of such Section is hereby amended and restated in its entirety as follows:

"For any day that the aggregate Total Exposure for all Lenders exceeds 33% of the aggregate Commitments, Company shall pay to the Administrative Agent for the account of each Lender a utilization fee (the "Utilization Fee") equal to the Applicable Utilization Fee Rate times the aggregate Revolving Credit Exposure on such date."

(ii) The following paragraph (e) is hereby added at the end of such Section:

"(e) The Company agrees to pay (i) to the Administrative Agent for the account of each Lender a participation fee with respect to its participations in Letters of Credit (an "LC Participation Fee"), which shall accrue at the Applicable Margin used to determine interest on Eurodollar Revolving Loans on the average daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Amendment Effective Date to but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure, and (ii) to each Issuing Bank a fronting fee, which shall accrue at the rate of 0.125% per annum on the average daily amount of the LC Exposure attributable to the Letters of Credit issued by such Issuing Bank (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Amendment Effective Date to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any LC Exposure, as well as such Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Participation fees and fronting fees accrued through and including the last day of March, June, September and December of each year shall be payable on the third Business Day following such last day, commencing on the first such date to occur after the Amendment Effective Date; provided that all such fees shall be payable on the date on which the Commitments terminate and any such fees accruing after the date on which the Revolving Commitments terminate shall be payable on demand. Any other fees payable to the Issuing Bank pursuant to this paragraph shall be payable within 10 days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day)."

(f) Section 2.13 of the Credit Agreement is hereby amended (i) to provide that the Issuing Banks (as defined in the Credit Agreement) shall have the rights comparable to the rights of Lenders under such Section and (ii) to cover Letters of Credit and participations therein to the same extent as it covers Eurodollar Loans and Fixed Rate Loans.

(g) Section 2.15 of the Credit Agreement is hereby amended to provide that the Issuing Banks (as defined in the Credit Agreement) shall have rights comparable to the rights of Lenders under such Section.

(h) Section 2.16 of the Credit Agreement is hereby amended as follows:

(i) Paragraph (a) of such Section is hereby amended to provide that payments expressly specified in the Credit Agreement to be made directly to an Issuing Bank shall be so directly made.

(ii) Paragraph (b) of such Section is hereby amended to add a reference to "unreimbursed LC Disbursements" after each reference to "principal" in such paragraph.

(iii) Paragraph (c) of such Section is hereby amended to add a reference to "participations in unreimbursed LC Disbursements" after each reference to "Revolving Loans" in such paragraph.

(iv) Paragraph (e) of such Section is hereby amended by replacing the word "or" with a comma and by adding the words "or 2.18(d) or (e)" after the reference to "2.16(d)".

(i) Section 2.17(b) of the Credit Agreement is hereby amended to provide that the consent of each Issuing Bank is required for any assignment by a Lender under such Section.

(j) Article II of the Credit Agreement is hereby further amended to add the following Section 2.18 at the end thereof:

"SECTION 2.18. Letters of Credit. (a) General. Subject to the terms and conditions set forth herein, the Company, at its option, may request any Issuing Bank or Issuing Banks to issue for the Company's account Letters of Credit denominated in dollars, in form reasonably acceptable to the Administrative Agent and the applicable Issuing Banks, at any time and from time to time during the Availability Period. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the Company to, or entered into by the Company with, any Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control. An Issuing Bank shall not be under any obligation to issue any Letter of Credit if any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the Issuing Bank from issuing such Letter of Credit, or any law, rule, regulation or orders of any Governmental Authority applicable to the Issuing Bank or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the Issuing Bank shall prohibit, or request that the Issuing Bank refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon the Issuing Bank with respect to such Letter of Credit any restriction, reserve or capital requirement (for which the Issuing Bank is not otherwise compensated hereunder) not in effect on the Amendment Effective Date, or shall impose upon the Issuing Bank any unreimbursed loss, cost or expense which was not applicable on the Amendment Effective Date and which the Issuing Bank in good faith deems material to it.

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Company shall hand deliver or telecopy (or transmit by electronic communication, if arrangements for doing so have been approved by the applicable Issuing Bank) to an Issuing Bank and the Administrative Agent (reasonably in advance of the requested date of issuance, amendment, renewal or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the amount of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by the Issuing Bank, the Company also shall submit a letter of credit application on the Issuing Bank's standard form in connection with any request for a Letter of Credit. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit the Company shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the aggregate LC Exposure shall not exceed $1,500,000,000, (ii) the portion of the LC Exposure attributable to Letters of Credit issued by any Issuing

Bank shall not exceed the LC Commitment of such Issuing Bank and (iii) the total Revolving Credit Exposures shall not exceed the total Commitments. Each Issuing Bank shall promptly notify the Administrative Agent of each issuance, amendment, renewal, extension or expiry of, and of each drawing under, each Letter of Credit issued by it, and shall provide to the Administrative Agent such other information as the Administrative Agent shall reasonably request as to the Letters of Credit issued by such Issuing Bank.

(c) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (ii) the date that is five Business Days prior to the Maturity Date.

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the Issuing Bank or the Lenders, each Issuing Bank hereby grants to each Lender, and each Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of such Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by such Issuing Bank and not reimbursed by the Company on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to the Company for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Reimbursement. If an Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the Company shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement not later than 12:00 noon, New York City time, not later than the next Business Day following the date that such LC Disbursement is made, if the Company shall have received notice of such LC Disbursement prior to 2:00 p.m., New York City time, on the date such LC Disbursement is made, or, if such notice has not been received by the Company prior to such time on such date, then not later than 12:00 noon, New York City time, on the Business Day next following the date on which the Company receives such notice by such time; provided that the Company may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 that such payment be financed with an ABR Revolving Borrowing in an equivalent amount and, to the extent so financed, the Company's obligation to make such payment shall be discharged and replaced by the resulting ABR Revolving Borrowing. If the Company fails to make such payment when due, the Administrative Agent shall notify each Lender of the applicable LC Disbursement, the payment then due from the Company in respect thereof and such Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Lender shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the Company, in the same manner as provided in Section 2.05 with respect to Loans made by such Lender (and Section 2.05 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the applicable Issuing Bank the amounts so received by it from the Lenders. Promptly following receipt by the Administrative Agent of any payment from the Company pursuant to this paragraph, the Administrative Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Lenders and such Issuing Bank as their interests may appear. Any payment made by a Lender pursuant to this paragraph to reimburse any Issuing Bank for any LC Disbursement (other than the funding of ABR Revolving Loans as contemplated above) shall not constitute a Loan and shall not relieve the Company of its obligation to reimburse such LC Disbursement.

(f) Obligations Absolute. The Company's obligation to reimburse LC Disbursements as provided in paragraph (e) of this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by the Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Company's obligations hereunder. Neither the Administrative Agent, the Lenders nor the Issuing Banks, nor any of their Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the Issuing Banks; provided that the foregoing shall not be construed to excuse any Issuing Bank from liability to the Company to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Company to the extent permitted by applicable law) suffered by the Company that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or wilful misconduct on the part of an Issuing Bank (as finally determined by a court of competent jurisdiction), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, an Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. The Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. The Issuing Bank shall promptly notify the Administrative Agent and the Company by telephone (confirmed by telecopy) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Company of its obligation to reimburse such Issuing Bank and the Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If the Issuing Bank shall make any LC Disbursement, then, unless the Company shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Company reimburses such LC Disbursement, at the rate per annum then applicable to ABR Revolving Loans; provided that, if the Company fails to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, then Section 2.11(d) shall apply. Interest accrued pursuant to this paragraph shall be for the account of the applicable Issuing Bank, except that interest accrued on and after the date of payment by any Lender pursuant to paragraph (e) of this Section to reimburse the Issuing Bank shall be for the account of such Lender to the extent of such payment.

(i) Replacement of the Issuing Bank. Any Issuing Bank may be replaced at any time by written agreement among the Company, the Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank. The Administrative Agent shall notify the Lenders of any such replacement of an Issuing Bank. At the time any such replacement shall become effective, the Company shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.10(e). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of the Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(j) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that the Company receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Loans has been accelerated, Revolving Lenders with LC Exposure representing greater than 50% of the total LC Exposure) demanding the deposit of cash collateral pursuant to this paragraph, the Company shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders, an amount in cash equal to the LC Exposure as of such date plus any accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Company described in clause (g) or (h) of Article VII. Each such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the obligations of the Company under this Agreement. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Company's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Company for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Revolving Lenders with LC Exposure representing greater than 50% of the total LC Exposure), be applied to satisfy other obligations of the Company under this Agreement. If the Company is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Company within three Business Days after all Events of Default have been cured or waived.

(k) The preamble to Article III of the Credit Agreement is hereby amended to provide that the representations and warranties of the Company set forth in such Article (i) are made to the Issuing Banks, as well as to the Lenders, and (ii) will be deemed to be made by the Company on each date of issuance, renewal, extension or increase of a Letter of Credit, as well as on the occasion of each other event described in such preamble.

(l) Section 4.02 of the Credit Agreement is hereby amended to apply to the obligation of each Issuing Bank to issue, renew, extend or increase the amount of any Letter of Credit, as well as to the obligation of each Lender to make a Loan.

(m) The preambles to Articles V and VI of the Credit Agreement are hereby amended to provide that the covenants and agreements set forth in such Articles (i) shall be for the benefit of the Issuing Banks, as well as for the benefit of the Lenders, and (ii) shall remain in effect, in addition to being in effect until the occurrence of the other events described in such preamble, until all Letters of Credit shall have expired or terminated and all LC Disbursements shall have been reimbursed.

(n) Section 5.07 of the Credit Agreement is hereby amended to provide that Letters of Credit will be used for general corporate requirements of the Company.

(o) Paragraph (a) of Article VII of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

> "(a) the Company shall be in default in the payment when due of any principal of any Loan on the maturity date thereof or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due;"

(p) Article VIII of the Credit Agreement is hereby amended to provide that each Issuing Bank irrevocably appoints the Administrative Agent as its agent and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms of the Credit Agreement, together with such actions and powers as are reasonably incidental thereto.

(q) Section 9.01 of the Credit Agreement is hereby amended to add the following paragraph (e) at the end thereof:

> "(e) if to an Issuing Bank, to it at the address most recently specified by it in a notice delivered to the Administrative Agent and the Company."

(r) The following Section 9.02A is hereby inserted immediately after Section 9.02 of the Credit Agreement:

> (i) "Section 9.02A. Provisions Related to Letters of Credit. No amendment, modification or waiver of this Agreement or any provision hereof that would decrease the amount of any LC Disbursement or the rate of interest thereon shall be effective without the written consent of each Lender and Issuing Bank. No amendment, modification or waiver of this Agreement or any provision hereof that would postpone the required date of reimbursement of any LC Disbursement shall be effective without the written consent of each affected

Lender. No amendment, modification or waiver of this Agreement or any provision hereof that would alter the rights or duties of any Issuing Bank hereunder shall be effective without the written consent of such Issuing Bank. After the termination or expiration of Commitments, if no Loans shall be outstanding, all actions hereunder that would theretofore have required the consent of the Required Lenders shall require the consent of Lenders having Revolving Credit Exposures representing at least 51% of the aggregate Revolving Credit Exposure at such time."

(s) Section 9.03 of the Credit Agreement is hereby amended as follows:

(i) Paragraph (b) of such Section is hereby amended to provide that the Issuing Banks (as defined in the Credit Agreement) shall have rights comparable to the rights of Lenders under such paragraph.

(ii) Paragraph (c) of such Section is hereby amended to provide that the Issuing Banks (as defined in the Credit Agreement) shall have rights comparable to the rights of the Administrative Agent under such paragraph.

(t) Section 9.04(b) of the Credit Agreement is hereby amended to provide that consent of each Issuing Bank shall be required for any assignment by a Lender thereunder.

SECTION 2. Representations and Warranties. The Company represents and warrants to each other party hereto that (a) the execution, delivery and performance by the Company of this Amendment have been duly authorized by all necessary corporate action and are within the Company's corporate power and that this Amendment has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms, except as enforceability may be limited by general principles of equity and bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by moratorium laws from time to time in effect, and (b) after giving effect to this Amendment (i) the representations and warranties set forth in Article III of the Credit Agreement are true and correct on and as of the date hereof, and (ii) no Default has occurred and is continuing.

SECTION 3. Effectiveness. This Amendment shall become effective as of the date set forth above on the date that the Administrative Agent or its counsel shall have received counterparts of this Amendment that, when taken together, bear the signatures of the Company, the Required Lenders and the Issuing Banks.

SECTION 4. Effect of Amendment. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Lenders, the Syndication Agent or the Administrative Agent under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other

Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Company to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances.

SECTION 5. Counterparts. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by facsimile shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 6. Governing Law. This Amendment shall be construed in accordance with and governed by the law of the State of New York.

SECTION 7. Headings. The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

AMERADA HESS CORPORATION,

by /s/ G A Jamin

Name: G. A. JAMIN
Title: SENIOR VICE PRESIDENT TREASURER

JPMORGAN CHASE BANK,
as a Lender, as Administrative Agent,
and as an Issuing Bank,

by /s/ Beth Lawrence

Name: BETH LAWRENCE
Title: MANAGING DIRECTOR

BANK OF AMERICA, N.A.,
as an Issuing Bank,

by /s/ Ronald E. Mckaig

Name: RONALD E. MCKAIG
Title: MANAGING DIRECTOR

CITIBANK, N.A.,
as an Issuing Bank,

by /s/ K. Clinton Gerst

Name: K. CLINTON GERST
Title: ATTORNEY -IN- FACT

BNP PARIBAS,
as an Issuing Bank,

by /s/ Brian Malone

Name: Brian Malone
Title: Managine-Director

/s/ Gabe Ellisor

Name: Gabe Ellisor
Title: Vice President

BARCLAY’S BANK PLC,
as an Issuing Bank,

by /s/ Nicholas A. Bell

Name: NICHOLAS A. BELL
Title: DIRECTOR LOAN TRANSACTION MANAGEMENT

THE ROYAL BANK OF SCOTLAND PLC,
as an Issuing Bank,

by /s/ Paul Mcdonagh

Name: PAUL MCDONAGH
Title: SR.VICE PRESIDENT

THE BANK OF NOVA SCOTIA,
as an Issuing Bank,

by /s/ N. Bell

Name: N. Bell
Title: Senior Manager

Name of Lender: BANK OF AMERICA. N.A.

by /s/ Ronald E. McKaig

Name: Ronald E. McKaig
Title: Managing Director

SIGNATURE PAGE T0
AMENDMENT NO. 1 DATED AS OF,
AUGUST 31,2004, TO THE AMERADA,
HESS CORPORATION'S THIRD AMENDED,
AND RESTATED CREDIT AGREEMENT
AS OF JANUARY 23,2001

Name of Lender: BARCLAYS BANK PLC

by /s/ Nicholas A. Bell

Name: Nicholas A. Bell
Title: Director

SIGNATURE PAGE TO
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AUGUST 31, 2004, TO THE AMERADA
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AND RESTATED CREDIT AGREEMENT
DATED AS OF JANUARY 23, 2001

Name of Lender: CITIBANK, NA

by /s/ K. Clinton Gerst

Name: K. CLINTON GERST
Title: Attorney - in - Fact

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AMENDMENT NO. 1 DATED AS OF
AUGUST 31, 2004, TO THE AMERADA
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DATED AS OF JANUARY 23, 2001

Name of Lender: Mizuho Corporate Bank, Ltd.

by /s/ Greg Botshon

Name: Greg Botshon
Title: Senior Vice President

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Name of Lender: BANK OF SCOTLAND

by /s/ Amena Nabi

Name: AMENA NABI
Title: ASSISTANT VICE PRESIDENT

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AND RESTATED CREDIT AGREEMENT
DATED AS OF JANUARY 23, 2001

Name of Lender: THE ROYAL BANK OF SCOTLAND PLC

by /s/ Paul McDonagh

Name: PAUL McDONAGH
Title: SR. VICE PRESIDENT

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Name of Lender: BANK OF TOKYO-MITSUBISHI TRUST COMPANY

by /s/ C. Giordano

Name: C. GIORDANO
Title: VP& TEAM LEADER

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Name of Lender: BNP Paribas

by /s/ Brian Malone

Name: Brian Malone
Title: Managing Director

by /s/ Gabe Ellisor

Name: Gabe Ellisor
Title: Vice President

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Name of Lender: ROYAL BANK OF CANADA

by /s/ David A. McCluskey

Name: David A. McCluskey
Title: Authorized Signatory

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Name of Lender: The Bank of Nova Scotia

by /s/ N . Bell

Name: N . Bell
Title: Senior Manager

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WEST LB AG, New York Branch

By /s/ Walter T. Duffy III

Name: Walter T. Duffy III
Title: Director

By /s/ Paul Verdi

Name: Paul Verdi
Title: Associate Director

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DATED AS OF JANUARY 23, 2001

Name of Lender: _DnB NOR Bank ASA (f/k/a Den norske Bank ASA)____________________

by /s/ Nils Fykse	/s/ Stig Kristiansen
Name: Nils Fykse	Stig Kristiansen
Title: Senior Vice President	Vice President

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Name of Lender: ABN AMRO BANK N.V.

by /s/ Frank R. Russo, Jr.

Name: Frank R. Russo, Jr.
Title: Vice President

by /s/ John D. Reed

Name: John D. Reed
Title: Vice President

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Name of Lender: THE BANK OF NEW YORK

by /s/ John N. Watt

Name: John N. Watt
Title: Vice President

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AND RESTATED CREDIT AGREEMENT
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Name of Lender: Sumitomo Mitsui Banking Corporation

by /s/ Yoshihiro Hyakutome

Name: Yoshihiro Hyakutome
Title: Deputy General Manager

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AND RESTATED CREDIT AGREEMENT
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Name of Lender: Bayerische Landesbank

by	/s/ W. Kottmann	/s/ James M. Boyle
	Name: W. Kottmann Title: Senior Vice President	James M. Boyle Vice President

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HESS CORPORATION'S THIRD AMENDED
AND RESTATED CREDIT AGREEMENT
DATED AS OF JANUARY 23, 2001

Name of Lender:

Nordea Bank Danmark A/S
("Nordea")

by:

Name: /s/ Uffe Jensen Hou

Uffe Jensen Hou

Name: /s/ Torben Axel Rolver

Torben Axel Rolver

SIGNATURE PAGE TO
AMENDMENT NO. 1 DATED AS OF
AUGUST 31, 2004, TO THE AMERADA
HESS CORPORATION'S THIRD AMENDED
AND RESTATED CREDIT AGREEMENT
DATED AS OF JANUARY 23, 2001

Name of Lender: SUNTRUST BANK

by /s/ David Edge

Name: David Edge
Title: Director

SIGNATURE PAGE TO
AMENDMENT NO. 1 DATED AS OF
AUGUST 31, 2004, TO THE AMERADA
HESS CORPORATION'S THIRD AMENDED
AND RESTATED CREDIT AGREEMENT
DATED AS OF JANUARY 23, 2001

Name of Lender: UFJ BANK LIMITED, NEW YORK BRANCH

by /s/ L.J. Perenyi

Name: L.J. Perenyi
Title: Vice President

SIGNATURE PAGE TO
AMENDMENT NO. 1 DATED AS OF
AUGUST 31, 2004, TO THE AMERADA
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DATED AS OF JANUARY 23, 2001

Name of Lender: The Northern Trust Company

by /s/ Lisa M. McDermott

Name: Lisa M. McDermott
Title: Vice President

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DATED AS OF JANUARY 23, 2001

Name of Lender: SunAmerica Life Insurance Company

By: AIG Global Investment Corp.,

Its Investment Adviser

by /s/ Steven S. Oh

Name: Steven S. Oh
Title: Managing Director

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DATED AS OF JANUARY 23, 2001

Name of Lender: Banca Popolare di Milano, NY Branch

by /s/ Robert P. DeSantes

Name: Robert P. DeSantes
Title: First Vice President
Head of Corporate Banking

by: /s/ Marc Cohen

Name: MARC COHEN
Title: ASSISTANT VICE PRESIDENT

SIGNATURE PAGE TO
AMENDMENT NO. 1 DATED AS OF
AUGUST 31, 2004, TO THE AMERADA
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AND RESTATED CREDIT AGREEMENT
DATED AS OF JANUARY 23, 2001

Name of Lender: Chiao Tung Bank Co., Ltd. New York Agency

by /s/ Chun-Kai Hu

Name: Chun-Kai Hu
Title: VP & Deputy General Manager

SCHEDULE I

LC Commitments

JPMorgan Chase Bank	$215,000,000
Bank of America, N.A.	$215,000,000
Citibank, N.A.	$215,000,000
BNP Paribas	$215,000,000
Barclays Bank PLC	$215,000,000
The Royal Bank of Scotland plc	$215,000,000
The Bank of Nova Scotia	$215,000,000

ANNEX I

Issuing Bank Contact Information

JPMorgan Chase Bank
James E. Alonzo
10420 Highland Mn Drive
Building 2, Floor 4
Tampa, FL 33610
(813) 432-6339 Phone
(813) 432-5161 Fax
james.alonzo@chase.com

Bank of America, N.A.
Sam Perez
231 South LaSalle Street
Chicago, IL 60604
(312) 923-5933 Phone
(312) 974-0142 Fax
samuel.perez@bankofamerica.com

Citibank, N.A.
Hilda Munoz
Citicorp North America Inc.
333 Clay Street Suite 3700
Houston, TX 77002
(713) 654-2827 Phone
(713) 654-2849 Fax

BNP Paribas
Phil Desimone / Lucrece Francois
919 Third Avenue, 3rd Floor
New York, NY 10022
(212) 471-6907/6906 Phone
(212) 471-6996 Fax
phil.desimone@americas.bnpparibas.com
lucrece.francois@americas.bnpparibas.com

Barclays Bank PLC
Dawn Townsend
222 Broadway
New York, NY 10038
(212) 412-5142 Phone
(212) 412-5111 Fax
dawn.townsend@barcap.com

The Royal Bank of Scotland plc
Sheila Shaw/Juanita Baird
101 Park Avenue, 12th floor
New York, NY 10178
(212) 401-1406/1420 Phone
(212) 401-1494 Fax

The Bank of Nova Scotia
Donna Gardner
600 Peachtree, Suite 2700
Atlanta, GA 30308
(404) 877-1559 Phone
(404) 888-8998 Fax
donna_gardner@scotiacapital.com

Exhibit 31(1)

CERTIFICATIONS

I, John B. Hess, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Amerada Hess Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

By /s/ John B. Hess
JOHN B. HESS
CHAIRMAN OF THE BOARD AND
CHIEF EXECUTIVE OFFICER

Date: November 5, 2004

Exhibit 31(2)

I, John P. Rielly, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Amerada Hess Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By /s/ John P. Rielly
JOHN P. RIELLY
SENIOR VICE PRESIDENT AND
CHIEF FINANCIAL OFFICER

Date: November 5, 2004

Exhibit 32(1)

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Amerada Hess Corporation (the "Corporation") on Form 10-Q for the period ending September 30, 2004 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, John B. Hess, Chairman of the Board and Chief Executive Officer of the Corporation, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Corporation.

By /s/ John B. Hess
JOHN B. HESS
CHAIRMAN OF THE BOARD AND
CHIEF EXECUTIVE OFFICER
Date: November 5, 2004

A signed original of this written statement required by Section 906 has been provided to Amerada Hess Corporation and will be retained by Amerada Hess Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32(2)

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Amerada Hess Corporation (the “Corporation”) on Form 10-Q for the period ending September 30, 2004 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, John P. Rielly, Senior Vice President and Chief Financial Officer of the Corporation, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Corporation.

By /s/ John P. Rielly
JOHN P. RIELLY
SENIOR VICE PRESIDENT AND
CHIEF FINANCIAL OFFICER
Date: November 5, 2004

A signed original of this written statement required by Section 906 has been provided to Amerada Hess Corporation and will be retained by Amerada Hess Corporation and furnished to the Securities and Exchange Commission or its staff upon request.