

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2000

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)

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:

TITLE OF EACH CLASS	NAME OF EACH EXCHANGE ON WHICH REGISTERED
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Common Stock (par value \$1.00)	New York Stock Exchange
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SECURITIES REGISTERED PURSUANT TO SECTION 12(g) OF THE ACT: None

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 preceding 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 No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

The aggregate market value of voting stock held by non-affiliates of the Registrant amounted to \$5,396,000,000 as of February 28, 2001.

At February 28, 2001, 88,853,955 shares of Common Stock were outstanding.

Certain items in Parts I and II incorporate information by reference from the 2000 Annual Report to Stockholders and Part III is incorporated by reference from the Proxy Statement for the annual meeting of stockholders to be held on May 2, 2001.

PART I

ITEM 1. BUSINESS

Amerada Hess Corporation (the "Registrant") is a Delaware corporation, incorporated in 1920. The Registrant and its subsidiaries (collectively referred to as the "Corporation") explore for, produce, purchase, transport and sell crude oil and natural gas. These exploration and production activities take place in the United States, United Kingdom, Norway, Denmark, Gabon, Algeria, Azerbaijan, Indonesia, Thailand, Malaysia, Brazil and other countries. The Corporation also manufactures, purchases, transports, trades and markets refined petroleum and other energy products. The Corporation owns 50% of a refinery joint venture in the United States Virgin Islands, and another refining facility, terminals and retail outlets located on the East Coast of the United States.

EXPLORATION AND PRODUCTION

At December 31, 2000, the Corporation had 755 million barrels of proved crude oil and natural gas liquids reserves compared with 698 million barrels at the end of 1999. Proved natural gas reserves were 1,807 million Mcf at December 31, 2000 compared with 1,904 million Mcf at December 31, 1999. Of the Corporation's proved reserves (on a barrel of oil equivalent basis), 23% are located in the United States, 55% are located in the United Kingdom, Norwegian and Danish sectors of the North Sea and the remainder are located in Algeria, Azerbaijan, Gabon, Indonesia and Thailand.

Worldwide crude oil and natural gas liquids production amounted to 261,000 barrels per day in 2000 compared with 232,000 barrels per day in 1999. Worldwide natural gas production was 679,000 Mcf per day in 2000 compared with 643,000 Mcf per day in 1999. The Corporation has a number of oil and gas developments in progress and it also has an inventory of domestic and foreign drillable prospects.

UNITED STATES. Amerada Hess Corporation operates mainly offshore in the Gulf of Mexico and onshore in Texas, Louisiana and North Dakota. During 2000, 26% of the Corporation's crude oil and natural gas liquids production and 42% of its natural gas production were from United States operations.

The table below sets forth the Corporation's average daily net production by area in the United States:

	2000	1999
	----	----
CRUDE OIL, INCLUDING CONDENSATE AND		
NATURAL GAS LIQUIDS (THOUSANDS OF BARRELS PER DAY)		
Gulf of Mexico.....	35	32
Texas.....	14	15
North Dakota.....	14	13
Louisiana.....	1	2
Other.....	3	3
	---	---
Total.....	67	65
	===	===
NATURAL GAS (THOUSANDS OF MCF PER DAY)		
Gulf of Mexico.....	160	191
North Dakota.....	55	59
Louisiana.....	40	52
Texas.....	19	22
New Mexico.....	13	12
Other.....	1	2
	---	---
Total.....	288	338
	===	===
BARRELS OF OIL EQUIVALENT (THOUSANDS OF BARRELS PER DAY)....	115	121
	===	===

At December 31, 2000, the Corporation has an interest in 151 exploration blocks in the Gulf of Mexico of which it operates 101. The Corporation has 514,000 net undeveloped acres in the Gulf of Mexico.

In the first quarter of 2001, the Corporation reached agreement to purchase natural gas properties onshore and offshore Louisiana for approximately \$750 million. Production from these properties is averaging

about 200,000 Mcf of natural gas equivalent per day in 2001 and will peak at about 250,000 Mcf per day in 2003. In addition, the Corporation acquired Gulf of Mexico properties that will produce about 30,000 Mcf of natural gas equivalent per day in 2001.

UNITED KINGDOM. The Corporation's activities in the United Kingdom are conducted by its wholly-owned subsidiary, Amerada Hess Limited. During 2000, 48% of the Corporation's crude oil and natural gas liquids production and 44% of its natural gas production were from United Kingdom operations.

The table below sets forth the Corporation's average daily net production in the United Kingdom by field and the Corporation's interest in each at December 31, 2000:

PRODUCING FIELD	INTEREST -----	2000 ----	1999 ----
CRUDE OIL, INCLUDING CONDENSATE AND NATURAL GAS LIQUIDS (THOUSANDS OF BARRELS PER DAY)			
Scott/Telford.....	34.95/31.42%	28	36
Beryl/Ness/Nevis/Buckland.....	22.22/22.22/37.35/14.07	26	25
Fife/Fergus/Flora.....	85.00/65.00/85.00	20	17
Schiehallion.....	15.67	15	12
Arbroath/Montrose/Arkwright.....	28.21	7	9
Hudson.....	28.00	7	7
Ivanhoe/Rob Roy/Hamish.....	76.56	7	4
Bittern.....	28.28	7	--
Other.....	Various	8	7
Total.....		125	117
		===	===
NATURAL GAS (THOUSANDS OF MCF PER DAY)			
Beryl/Ness/Nevis/Buckland.....	22.22/22.22/37.35/14.07%	72	82
Everest/Lomond.....	18.67/16.67	58	57
Davy/Bessemer.....	27.78/23.08	45	42
Easington Catchment Area.....	23.84	39	--
Indefatigable.....	23.08	21	26
Scott/Telford.....	34.95/31.42	19	26
Other.....	Various	43	25
Total.....		297	258
		===	===
BARRELS OF OIL EQUIVALENT (THOUSANDS OF BARRELS PER DAY).....			
		174	161
		===	===

The Corporation is developing several oil and gas fields in the United Kingdom North Sea and is evaluating other discoveries. Amerada Hess Limited owns 25% of the shares of Premier Oil plc, a United Kingdom company with international exploration and production interests.

NORWAY. The Corporation's activities in Norway are conducted through its wholly-owned Norwegian subsidiary, Amerada Hess Norge A/S. Norwegian operations accounted for crude oil and natural gas liquids production of 27,000 barrels per day in 2000 and 1999. Natural gas production averaged 24,000 Mcf and 31,000 Mcf per day in 2000 and 1999, respectively. Substantially all of the 2000 Norwegian production is from the Corporation's 28.09% interest in the Valhall Field. An enhanced-recovery waterflood project for the Valhall Field has been approved and initial water injection is scheduled for 2003.

DENMARK. Amerada Hess ApS, the Corporation's Danish subsidiary, operates the South Arne Field, which completed its first full year of production in 2000. Net production from the Corporation's 57.48% interest in the South Arne Field was 25,000 barrels of oil per day and 37,000 Mcf of natural gas per day in 2000.

GABON. Amerada Hess Production Gabon (AHPG), the Corporation's 77.5% Gabonese subsidiary, has a 10% interest in the Rabi Kounga Field in Gabon. The Corporation's share of production averaged 7,000 net

barrels of crude oil per day in 2000 and 10,000 net barrels per day in 1999. AHPG has a 40% interest in the onshore Atora Field, which began producing in 2001. Net production in 2001 is expected to be approximately 9,000 barrels of crude oil per day from the Corporation's interests in Gabon.

INDONESIA. The Corporation has a 30% interest in the Jabung Production Sharing Contract, which contains the North Geragai and Makmur fields. Net production from these fields averaged 4,000 barrels of oil per day in 2000. The Jabung production sharing contract area contains additional discoveries for which development plans are either underway or being considered. In addition, the Corporation has interests in other production sharing contracts in Indonesia on which discoveries have been made.

THAILAND. The Corporation has a 15% interest in the Pailin gas field offshore Thailand. Net production from the Corporation's interest in 2000 averaged 23,000 Mcf of natural gas per day.

ALGERIA. In 2000, the Corporation acquired a 49% interest in a joint venture with the Algerian national oil company, which will redevelop three Algerian oil fields. The Corporation will invest up to \$500 million over the next five years for new wells, workovers of existing wells and water injection and gas compression facilities. The Corporation expects net production of 14,000 barrels of crude oil per day in 2001.

AZERBAIJAN. The Corporation has a 2.72% equity interest in the AIOC Consortium in the Caspian Sea. Net production from its interest averaged 3,000 barrels of oil per day in 2000 and is expected to average in excess of 5,000 barrels per day late in 2001.

BRAZIL. The Corporation has varying interests in six exploration blocks offshore Brazil. Seismic acquisitions and initial drilling have taken place. Additional seismic activity and two exploration wells are planned in 2001.

REFINING AND MARKETING

REFINING. The Corporation owns a 50% interest in the HOVENSA refining joint venture in the United States Virgin Islands. In addition, it owns and operates a refining facility in Port Reading, New Jersey.

HOVENSA. In 2000, the Corporation's share of refinery crude runs averaged 211,000 barrels per day compared with 209,000 barrels per day in 1999. The refinery joint venture with a subsidiary of Petroleos de Venezuela S.A. was formed on October 30, 1998. Petroleos de Venezuela supplies 155,000 barrels per day of Venezuelan Mesa crude oil to HOVENSA under a long-term crude oil supply contract. The remaining crude oil is purchased mainly under contracts of one year or less from third parties and through spot purchases on the open market. After sales of refined products by HOVENSA to third parties, the Corporation purchases 50% of HOVENSA's remaining production at market prices. Construction is in process on a 58,000 barrel per day delayed coking unit and related facilities, which are anticipated to be completed in the second quarter of 2002. HOVENSA has a long-term supply contract with Petroleos de Venezuela to purchase 115,000 barrels per day of heavy Venezuelan Merey crude oil commencing on completion of the coker.

Port Reading Facility. The Corporation owns and operates a fluid catalytic cracking facility in Port Reading, New Jersey. This facility processes vacuum gas oil and residual fuel oil. It currently operates at a rate of approximately 60,000 barrels per day and produces substantially all gasoline and heating oil.

MARKETING. The Corporation markets refined petroleum products on the East Coast of the United States to the motoring public, wholesale distributors, industrial and commercial users, other petroleum companies, commercial airlines, governmental agencies and public utilities. It also markets natural gas to utilities and other industrial and commercial customers. The Corporation has expanded its energy marketing activities to include electricity.

Including gasoline stations acquired from the Meadville Corporation in 2000, the Corporation has 929 HESS(R) gasoline stations at December 31, 2000, of which approximately 75% are company operated. Most of the gasoline stations are concentrated in densely populated areas, principally in New York, New Jersey, Pennsylvania and Florida, and approximately 540 have convenience stores. The Corporation owns approximately 70% of the properties on which the stations are located.

In late 2000, the Corporation announced that it plans to invest approximately \$90 million in a 50% joint venture which will own and operate 120 gasoline stations and 21 travel centers, located primarily in North Carolina, South Carolina and Virginia. Gasoline and diesel fuel will be sold under the Hess brand. The Corporation also reached agreement to purchase 53 retail outlets located in Boston and southern New Hampshire. The Corporation expects these transactions to close early in the second quarter of 2001.

During 2000, the Corporation's energy marketing activities included the sale and distribution of distillate and fuel oil to customers in its East Coast market area and the continued expansion of its natural gas marketing activities to industrial and commercial customers, principally through acquisitions. In addition, the Corporation has a wholly-owned subsidiary which provides distributed electric generation to industrial and commercial customers as an alternative to purchasing electric from local utilities. The Corporation also has invested in long-term technology to develop fuel cells for electricity generation through a joint venture with two other parties.

The Corporation has 23 terminals with an aggregate storage capacity of 22 million barrels concentrated in its East Coast marketing areas. Refined product sales averaged 366,000 barrels per day in 2000 and 344,000 barrels per day in 1999. Of total refined products sold in 2000, approximately 60% was obtained from HOVENSA and Port Reading. The Corporation purchased the balance from others under short-term supply contracts and by spot purchases from various sources.

COMPETITION AND MARKET CONDITIONS

The petroleum industry is highly competitive. The Corporation encounters competition from numerous companies in each of its activities, particularly in acquiring rights to explore for crude oil and natural gas and in the purchasing and marketing of refined products. Many competitors are larger and have substantially greater resources than the Corporation. The Corporation is also in competition with producers and marketers of other forms of energy.

The petroleum business involves large-scale capital expenditures and risk-taking. In the search for new oil and gas reserves, long lead times are often required from successful exploration to subsequent production. Operations in the petroleum industry depend on a depleting natural resource. The number of areas where it can be expected that hydrocarbons will be discovered in commercial quantities is constantly diminishing and exploration risks are high. Areas where hydrocarbons may be found are often in remote locations or offshore where exploration and development activities are capital intensive and operating costs are high.

The major foreign oil producing countries, including members of the Organization of Petroleum Exporting Countries ("OPEC"), exert considerable influence over the supply and price of crude oil and refined petroleum products. Their ability or inability to agree on a common policy on rates of production and other matters has a significant impact on oil markets and the Corporation. The derivatives markets are also important in influencing the selling prices of crude oil, natural gas and refined products. The Corporation cannot predict the extent to which future market conditions may be affected by foreign oil producing countries, the derivatives markets or other external influences.

OTHER ITEMS

The Corporation's operations may be affected by federal, state, local, territorial and foreign laws and regulations relating to tax increases and retroactive tax claims, expropriation of property, cancellation of contract rights, and changes in import regulations, as well as other political developments. The Corporation has been affected by certain of these events in various countries in which it operates. The Corporation markets motor fuels through lessee-dealers and wholesalers in certain states where legislation prohibits producers or refiners of crude oil from directly engaging in retail marketing of motor fuels. Similar legislation has been periodically proposed in the U.S. Congress and in various other states. The Corporation, at this time, cannot predict the effect of any of the foregoing on its future operations.

Compliance with various environmental and pollution control regulations imposed by federal, state and local governments is not expected to have a materially adverse effect on the Corporation's earnings and competitive position within the industry. The Corporation expended \$7 million in 2000 for environmental

remediation, with a comparable amount anticipated for 2001. Capital expenditures for facilities, primarily to comply with federal, state and local environmental standards, were \$5 million in 2000 and the Corporation anticipates comparable capital expenditures in 2001. Regulatory changes already made or anticipated in the United States will alter the composition and emissions characteristics of motor fuels. Future capital expenditures necessary to comply with these regulations may be substantial.

The number of persons employed by the Corporation averaged 9,891 in 2000 and 8,485 in 1999.

Additional operating and financial information relating to the business and properties of the Corporation appears in the text on pages 6 through 12 under the heading "Exploration and Production," on pages 15 and 16 under the heading "Refining and Marketing," on pages 19 through 26 under the heading "Financial Review" and on pages 27 through 57 of the accompanying 2000 Annual Report to Stockholders, which information is incorporated herein by reference.*

ITEM 2. PROPERTIES

Reference is made to Item 1 and the operating and financial information relating to the business and properties of the Corporation which is incorporated in Item 1 by reference.

Additional information relating to the Corporation's oil and gas operations follows:

1. OIL AND GAS RESERVES

The Corporation's net proved oil and gas reserves at the end of 2000, 1999 and 1998 are presented under Supplementary Oil and Gas Data in the accompanying 2000 Annual Report to Stockholders, which has been incorporated herein by reference.

During 2000, the Corporation provided oil and gas reserve estimates for 1999 to the Department of Energy. Such estimates are compatible with the information furnished to the SEC on Form 10-K, although not necessarily directly comparable due to the requirements of the individual requests. There were no differences in excess of 5%.

The Corporation has no contracts or agreements to sell fixed quantities of its crude oil production, although derivative instruments are used to reduce the effects of changes in selling prices. In the United States, natural gas is sold through the Company's marketing division to local distribution companies, and commercial, industrial, and other purchasers, on a spot basis and under contracts for varying periods. The Corporation's United States production is expected to approximate 40% of its 2001 commitments under these contracts which total approximately 1,100,000 Mcf per day. Third party purchases will be used to supplement the Corporation's production in fulfilling its sales commitments and in making spot sales. In the United Kingdom, approximately 25% of annual natural gas production is sold under field specific take or pay contracts. Additionally, approximately 300,000 Mcf per day of natural gas is sold by the Corporation's United Kingdom marketing subsidiary to commercial and industrial companies, generally under one year contracts, and to residential customers. After take or pay sales, the Company can supply approximately 70% of United Kingdom marketing sales commitments from its own production. The remainder will be supplied by purchases of natural gas from third parties. The Corporation attempts to minimize price and supply risks associated with its United States and United Kingdom natural gas supply commitments by entering into purchase contracts with third parties having adequate sources of supply, on terms substantially similar to those under its commitments.

* Except as to information specifically incorporated herein by reference under Items 1, 2, 5, 6, 7, 7A and 8, no other information or data appearing in the 2000 Annual Report to Stockholders is deemed to be filed with the Securities and Exchange Commission (SEC) as part of this Annual Report on Form 10-K, or otherwise subject to the SEC's regulations or the liabilities of Section 18 of the Securities Exchange Act of 1934, as amended.

2. AVERAGE SELLING PRICES AND AVERAGE PRODUCTION COSTS

	2000	1999	1998

Average selling prices (Note A)			
Crude oil, including condensate and natural gas liquids (per barrel)			
United States	\$23.66	\$16.23	\$12.02
Europe	25.28	17.85	13.15
Africa, Asia and other	27.06	18.38	12.35
Average	24.99	17.44	12.83
Natural gas (per Mcf)			
United States	\$ 3.74	\$ 2.14	\$ 2.08
Europe	2.18	1.77	2.28
Africa, Asia and other	2.45	2.24	1.10
Average	2.82	1.96	2.18

Average production (lifting) costs per barrel of production (Note B)			
United States	\$ 3.52	\$ 2.86	\$ 3.76
Europe	4.17	4.58	5.14
Africa, Asia and other (Note C)	5.78	3.87	4.87
Average	4.07	3.93	4.70

Note A: Includes inter-company transfers valued at approximate market prices and the effect of the Corporation's hedging activities.

Note B: Production (lifting) costs consist of amounts incurred to operate and maintain the Corporation's producing oil and gas wells, related equipment and facilities (including lease costs of floating production and storage facilities) and production and severance taxes. The average production costs per barrel reflect the crude oil equivalent of natural gas production converted on the basis of relative energy content (6 Mcf equals one barrel).

Note C: Variations in production costs reflect changes in the mix of the Corporation's producing fields in Africa and Asia, including fields under production sharing contracts.

The foregoing tabulation does not include substantial costs and charges applicable to finding and developing proved oil and gas reserves, nor does it reflect significant outlays for related general and administrative expenses, interest expense and income taxes.

3. GROSS AND NET UNDEVELOPED ACREAGE AT DECEMBER 31, 2000

	UNDEVELOPED ACREAGE*	
	(IN THOUSANDS)	
	GROSS	NET

United States.....	1,002	616
Europe.....	8,531	2,916
Africa, Asia and other.....	23,740	11,503
	-----	-----
Total.....	33,273	15,035
	=====	=====

* Includes acreage held under production sharing contracts.

4. GROSS AND NET DEVELOPED ACREAGE AND PRODUCTIVE WELLS AT DECEMBER 31, 2000

	DEVELOPED ACREAGE APPLICABLE TO PRODUCTIVE WELLS (IN THOUSANDS)		PRODUCTIVE WELLS (NOTE A)			
	GROSS	NET	OIL		GAS	
			GROSS	NET	GROSS	NET
United States.....	1,834	508	2,185	598	224	144
Europe.....	728	193	308	83	158	33
Africa, Asia and other.....	1,246	393	495	93	60	11
Total.....	3,808	1,094	2,988	774	442	188

Note A: Includes multiple completion wells (wells producing from different formations in the same bore hole) totaling 44 gross wells and 18 net wells.

5. NUMBER OF NET EXPLORATORY AND DEVELOPMENT WELLS DRILLED

	NET EXPLORATORY WELLS			NET DEVELOPMENT WELLS		
	2000	1999	1998	2000	1999	1998
Productive wells						
United States.....	2	4	3	19	19	22
Europe.....	1	-	2	6	10	9
Africa, Asia and other.....	1	2	4	11	4	8
Total.....	4	6	9	36	33	39
Dry holes						
United States.....	9	4	11	3	-	6
Europe.....	3	4	4	-	-	-
Africa, Asia and other.....	3	1	4	-	-	-
Total.....	15	9	19	3	-	6
Total.....	19	15	28	39	33	45

6. NUMBER OF WELLS IN PROCESS OF DRILLING AT DECEMBER 31, 2000

	GROSS WELLS	NET WELLS
United States.....	16	12
Europe.....	12	2
Africa, Asia and other.....	8	3
Total.....	36	17

7. NUMBER OF WATERFLOODS AND PRESSURE MAINTENANCE PROJECTS IN PROCESS OF INSTALLATION AT DECEMBER 31, 2000 -- 4

ITEM 3. LEGAL PROCEEDINGS

As reported in Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 1998, allegations were made to the Registrant's internal reporting hotline concerning noncompliance at the Corpus Christi terminal, formerly owned by Registrant, with federal and state environmental regulations and its investigation of this noncompliance. These allegations and the subsequent investigations were voluntarily disclosed to the Texas Natural Resource Conservation Commission ("TNRCC") and related to (i) onsite disposal of wastes and whether or not such wastes should have been managed as hazardous wastes under the Resource Conservation and Recovery Act; and (ii) nonreporting or misreporting of the results of wastewater

discharge samples required to be obtained by the Corpus Christi wastewater discharge permit. The Registrant settled all civil liabilities to TNRCC that might have attached as a result of the alleged discharge of hydrocarbons and certain specified waste disposal and wastewater discharge allegations. Investigations by TNRCC and the United States Environmental Protection Agency ("EPA") relating to waste disposal practices and wastewater discharge reporting at Corpus Christi may be continuing. It is not possible at this time for Registrant to state whether any additional proceedings arising out of the investigations will be commenced against the Registrant, or what claims would be asserted or what relief would be sought.

The Registrant investigated and disclosed to TNRCC allegations made to the Registrant's internal reporting hotline of noncompliance at the Galena Park, Texas terminal, formerly owned by Registrant, with state environmental regulations. The Registrant's investigation focused on whether (i) the vapor control system at Galena Park met applicable regulatory requirements during loading of marine vessels; and (ii) Galena Park implemented required controls on air emissions resulting from tank cleaning operations. The Registrant settled all civil liabilities relating to air emissions from tank cleaning by payment of a fine of \$47,600 on September 22, 2000. On December 22, 2000, TNRCC issued a proposed Appeal Order assessing a fine of \$103,125 relating to control of emissions from loading of marine vessels. The Registrant and the current owner of the Galena Park terminal, Williams Terminals Holdings, LLC are engaging in discussion with TNRCC and anticipate resolution of this matter.

On February 16, 1999, the Florida Department of Environmental Protection ("FLDEP") mailed the Registrant a proposed consent order relating to alleged violations of the Industrial Wastewater Discharge Permit limits for the Tampa, Florida terminal. The consent order proposes a fine of \$1,060,000. The Registrant has previously undertaken a program of corrective measures and other appropriate responses to these alleged permit violations. The Registrant is engaging in discussions with the FLDEP to resolve this matter and expects that the amount, if any, ultimately paid by the Registrant will be substantially less than the proposed fine.

The Corporation periodically receives notices from EPA that the Corporation is a "potentially responsible party" under the Superfund legislation with respect to various waste disposal sites. Under this legislation, all potentially responsible parties are jointly and severally liable. For certain sites, EPA's claims or assertions of liability against the Corporation relating to these sites have not been fully developed. With respect to the remaining sites, EPA's claims have been settled, or a proposed settlement is under consideration, in all cases for amounts which are not material. The ultimate impact of these proceedings, and of any related proceedings by private parties, on the business or accounts of the Corporation cannot be predicted at this time due to the large number of other potentially responsible parties and the speculative nature of clean-up cost estimates, but is not expected to be material.

The Corporation is from time to time involved in other judicial and administrative proceedings, including proceedings relating to other environmental matters. Although the ultimate outcome of these proceedings cannot be ascertained at this time and some of them may be resolved adversely to the Corporation, no such proceeding is required to be disclosed under applicable rules of the Securities and Exchange Commission. In management's opinion, based upon currently known facts and circumstances, such proceedings in the aggregate will not have a material adverse effect on the financial condition of the Corporation.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

During the fourth quarter of 2000, no matter was submitted to a vote of security holders through the solicitation of proxies or otherwise.

EXECUTIVE OFFICERS OF THE REGISTRANT

The following table presents information as of February 1, 2001 regarding executive officers of the Registrant:

NAME	AGE	OFFICE HELD*	YEAR INDIVIDUAL BECAME AN EXECUTIVE OFFICER
John B. Hess.....	46	Chairman of the Board, Chief Executive Officer and Director	1983
W. S. H. Laidlaw.....	45	President, Chief Operating Officer and Director	1986
J. Barclay Collins II...	56	Executive Vice President, General Counsel and Director	1986
John Y. Schreyer.....	61	Executive Vice President, Chief Financial Officer and Director	1990
Alan A. Bernstein.....	56	Senior Vice President	1987
F. Lamar Clark.....	67	Senior Vice President	1990
John A. Gartman.....	53	Senior Vice President	1997
Neal Gelfand.....	56	Senior Vice President	1980
Gerald A. Jamin.....	59	Senior Vice President and Treasurer	1985
Lawrence H. Ornstein...	49	Senior Vice President	1995
Robert P. Strode.....	44	Senior Vice President	2000
F. Borden Walker.....	47	Senior Vice President	1996

* All officers referred to herein hold office in accordance with the By-Laws until the first meeting of the Directors following the annual meeting of stockholders of the Registrant, and until their successors shall have been duly chosen and qualified. Each of said officers was elected to the office set forth opposite his name on May 3, 2000. The first meeting of Directors following the next annual meeting of stockholders of the Registrant is scheduled to be held May 2, 2001.

Except for Messrs. Strode, Gartman and Walker, each of the above officers has been employed by the Registrant or its subsidiaries in various managerial and executive capacities for more than five years. Mr. Strode had served in senior executive positions in the area of exploration at Vastar Resources, Inc. and Atlantic Richfield Company prior to his employment with Registrant in April 2000. Prior to his employment with the Registrant in August 1996, Mr. Walker had been a general manager in the areas of gasoline marketing, convenience store development and advertising at Mobil Corporation. Mr. Gartman had been a vice president of Public Service Electric and Gas Company in the area of energy marketing prior to his employment with the Registrant in October 1997.

PART II

ITEM 5. MARKET FOR THE REGISTRANT'S COMMON STOCK AND RELATED STOCKHOLDER MATTERS

Information pertaining to the market for the Registrant's Common Stock, high and low sales prices of the Common Stock in 2000 and 1999, dividend payments and restrictions thereon and the number of holders of Common Stock is presented on page 26 (Financial Review), pages 36 and 37 (Long-Term Debt) and on page 54 (Ten-Year Summary of Financial Data) of the accompanying 2000 Annual Report to Stockholders, which has been incorporated herein by reference.

ITEM 6. SELECTED FINANCIAL DATA

A Ten-Year Summary of Financial Data is presented on pages 52 through 55 of the accompanying 2000 Annual Report to Stockholders, which has been incorporated herein by reference.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The information required by this item is presented on pages 19 through 26 of the accompanying 2000 Annual Report to Stockholders, which has been incorporated herein by reference.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The information required by this item is presented under "Derivative Instruments" on pages 24 and 25 and in Footnote 14 on pages 42 and 43 of the accompanying 2000 Annual Report to Stockholders, which has been incorporated herein by reference.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The consolidated financial statements, including the Report of Ernst & Young LLP, Independent Auditors, the Supplementary Oil and Gas Data (unaudited) and the Quarterly Financial Data (unaudited) are presented on pages 26 through 51 of the accompanying 2000 Annual Report to Stockholders, which has been incorporated herein by reference.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

Information relating to Directors is incorporated herein by reference to "Election of Directors" from the Registrant's definitive proxy statement for the annual meeting of stockholders to be held on May 2, 2001.

Information regarding executive officers is included in Part I hereof.

ITEM 11. EXECUTIVE COMPENSATION

Information relating to executive compensation is incorporated herein by reference to "Election of Directors-Executive Compensation and Other Information," other than information under "Compensation Committee Report on Executive Compensation" and "Performance Graph" included therein, from the Registrant's definitive proxy statement for the annual meeting of stockholders to be held on May 2, 2001.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

Information pertaining to security ownership of certain beneficial owners and management is incorporated herein by reference to "Election of Directors-Ownership of Voting Securities by Certain Beneficial Owners" and "Election of Directors-Ownership of Equity Securities by Management" from the Registrant's definitive proxy statement for the annual meeting of stockholders to be held on May 2, 2001.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Information relating to this item is incorporated herein by reference to "Election of Directors" from the Registrant's definitive proxy statement for the annual meeting of stockholders to be held on May 2, 2001.

PART IV

ITEM 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES, AND REPORTS ON FORM 8-K

(a) 1. AND 2. FINANCIAL STATEMENTS AND FINANCIAL STATEMENT SCHEDULES

The financial statements filed as part of this Annual Report on Form 10-K are listed in the accompanying index to financial statements and schedules.

3. EXHIBITS

- 3 (1) -Restated Certificate of Incorporation of Registrant incorporated by reference to Exhibit 19 of Form 10-Q of Registrant for the three months ended September 30, 1988.
- 3 (2) -By-Laws of Registrant incorporated by reference to Exhibit 3(2) of Form 10-K of Registrant for the fiscal year ended December 31, 1985.
- 4 (1) -Certificate of designations, preferences and rights of 3% cumulative convertible preferred stock of Registrant incorporated by reference to Exhibit 4 of Form 10-Q of Registrant for the three months ended June 30, 2000.
- 4 (2) -Note and Warrant Purchase Agreement, dated June 27, 1991 (including the form of the Common Stock Purchase Warrant expiring June 27, 2001, included as Exhibit B thereof) incorporated by reference to Exhibit 4 of Form 10-Q of Registrant for the three months ended June 30, 1991.
- 4 (3) -Amendment, dated as of May 15, 1992 to the Note and Warrant Purchase Agreement, dated June 27, 1991 (including the form of the common stock purchase warrant expiring June 27, 2001, included as Exhibit B thereof), incorporated by reference to Exhibit 19 of Form 10-Q of Registrant for the three months ended June 30, 1992.
- 4 (4) -Third Amended and Restated Credit Agreement ("Facility A") dated as of January 23, 2001 among Amerada Hess Corporation, the lenders party thereto and The Chase Manhattan Bank, as Administrative Agent.
- 4 (5) -Third Amended and Restated Credit Agreement ("Facility B") dated as of January 23, 2001 among Amerada Hess Corporation, the lenders party thereto and The Chase Manhattan Bank, as Administrative Agent.
- 4 (6) -Indenture dated as of October 1, 1999 between Registrant and The Chase Manhattan Bank, as Trustee, incorporated by reference to Exhibit 4(1) of Form 10-Q of Registrant for the three months ended September 30, 1999.
- 4 (7) -First Supplemental Indenture dated as of October 1, 1999 between Registrant and The Chase Manhattan Bank, as Trustee, relating to Registrant's 7 3/8% Notes due 2009 and 7 7/8% Notes due 2029, incorporated by reference to Exhibit 4(2) to Form 10-Q of Registrant for the three months ended September 30, 1999.
-Other instruments defining the rights of holders of long-term debt of Registrant and its consolidated subsidiaries are not being filed since the total amount of securities authorized under each such instrument does not exceed 10 percent of the total assets of Registrant and its subsidiaries on a consolidated basis. Registrant agrees to furnish to the Commission a copy of any instruments defining the rights of holders of long-term debt of Registrant and its subsidiaries upon request.
- 10 (1) -Extension and Amendment Agreement between the Government of the Virgin Islands and Hess Oil Virgin Islands Corp. incorporated by reference to Exhibit 10(4) of Form 10-Q of Registrant for the three months ended June 30, 1981.
- 10 (2) -Restated Second Extension and Amendment Agreement dated July 27, 1990 between Hess Oil Virgin Islands Corp. and the Government of the Virgin Islands incorporated by reference to Exhibit 19 of Form 10-Q of Registrant for the three months ended September 30, 1990.

3. EXHIBITS (continued)

- 10 (3) -Technical Clarifying Amendment dated as of November 17, 1993 to Restated Second Extension and Amendment Agreement between the Government of the Virgin Islands and Hess Oil Virgin Islands Corp. incorporated by reference to Exhibit 10(3) of Form 10-K of Registrant for the fiscal year ended December 31, 1993.
- 10 (4) -Third Extension and Amendment Agreement dated April 15, 1998 and effective October 30, 1998 among Hess Oil Virgin Islands Corp., PDVSA V.I., Inc., HOVENSA L.L.C. and the Government of the Virgin Islands incorporated by reference to Exhibit 10(4) of Form 10-K of Registrant for the fiscal year ended December 31, 1998.
- 10 (5)* -Incentive Compensation Award Plan for Key Employees of Amerada Hess Corporation and its subsidiaries incorporated by reference to Exhibit 10(2) of Form 10-K of Registrant for the fiscal year ended December 31, 1980.
- 10 (6)* -Financial Counseling Program description incorporated by reference to Exhibit 10(3) of Form 10-K of Registrant for the fiscal year ended December 31, 1980.
- 10 (7)* -Executive Long-Term Incentive Compensation and Stock Ownership Plan of Registrant dated June 3, 1981 incorporated by reference to Exhibit 10(5) of Form 10-Q of Registrant for the three months ended June 30, 1981.
- 10 (8)* -Amendment dated as of December 5, 1990 to the Executive Long-Term Incentive Compensation and Stock Ownership Plan of Registrant incorporated by reference to Exhibit 10(9) of Form 10-K of Registrant for the fiscal year ended December 31, 1990.
- 10 (9)* -Amerada Hess Corporation Pension Restoration Plan dated January 19, 1990 incorporated by reference to Exhibit 10(9) of Form 10-K of Registrant for the fiscal year ended December 31, 1989.
- 10 (10)* -Letter Agreement dated August 8, 1990 between Registrant and Mr. John Y. Schreyer relating to Mr. Schreyer's participation in the Amerada Hess Corporation Pension Restoration Plan incorporated by reference to Exhibit 10(11) of Form 10-K of Registrant for the fiscal year ended December 31, 1991.
- 10 (11)* -Amended and Restated 1995 Long-Term Incentive Plan incorporated by reference to Form 10-Q of Registrant for the three months ended June 30, 2000.
- 10 (12)* -Stock Award Program for non-employee directors dated August 6, 1997 incorporated by reference to Exhibit 10(11) of Form 10-K of Registrant for the fiscal year ended December 31, 1997.
- 10 (13)* -Change of Control Termination Benefits Agreement dated as of September 1, 1999 between Registrant and John B. Hess, incorporated by reference to Exhibit 10(1) of Form 10-Q of Registrant for the three months ended September 30, 1999. Substantially identical agreements (differing only in the signatories thereto) were entered into between Registrant and W. S. H. Laidlaw, J. Barclay Collins and John Y. Schreyer.
- 10 (14)* -Change of Control Termination Benefits Agreement dated as of September 1, 1999 between Registrant and F. Borden Walker incorporated by reference to Exhibit 10(15) of Form 10-K of Registrant for the fiscal year ended December 31, 1999. Substantially identical agreements (differing only in the signatories thereto) were entered into between Registrant and other executive officers (other than the named executive officers referred to in Exhibit 10(14)).

3. EXHIBITS (continued)

- 10 (15)* -Deferred Compensation Plan of Registrant dated December 1, 1999 incorporated by reference to Exhibit 10(16) of Form 10-K of Registrant for the fiscal year ended December 31, 1999.
- 10 (16) -Asset Purchase and Contribution Agreement dated as of October 26, 1998, among PDVSA V.I., Inc., Hess Oil Virgin Islands Corp. and HOVENSA L.L.C. (including Glossary of definitions) incorporated by reference to Exhibit 2.1 of Form 8-K of Registrant dated October 30, 1998.
- 10 (17) -Amended and Restated Limited Liability Company Agreement of HOVENSA L.L.C. dated as of October 30, 1998 incorporated by reference to Exhibit 10.1 of Form 8-K of Registrant dated October 30, 1998.
- 13 -2000 Annual Report to Stockholders of Registrant.
- 18 -Letter from Ernst & Young LLP dated May 14, 1999 relating to preferability of last-in, first-out (LIFO) inventory method, adopted January 1, 1999, incorporated by reference to Exhibit 18 to Form 10-Q of Registrant for the three months ended March 31, 1999.
- 21 -Subsidiaries of Registrant.
- 23 -Consent of Ernst & Young LLP, Independent Auditors, dated March 21, 2001, to the incorporation by reference in Registrant's Registration Statements on Form S-3 (No. 333-79317) and Form S-8 (Nos. 333-94851, 333-43569, 333-43571 and 33-65115) of its report relating to Registrant's financial statements, which consent appears on page F-2 herein.

 * These exhibits relate to executive compensation plans and arrangements.

(b) REPORTS ON FORM 8-K

A current report on Form 8-K dated November 6, 2000 was filed in the last quarter of Registrant's fiscal year ended December 31, 2000 relating to Registrant's announcement of a recommended cash and share offer for the entire issued share capital of Lasmo plc, a public company incorporated under the laws of England and Wales. This offer subsequently lapsed. A current report on Form 8-K dated October 25, 2000 was filed in the last quarter of Registrant's fiscal year ended December 31, 2000 setting forth certain information discussed in a teleconference relating to Registrant's operating results for the third quarter of 2000.

SIGNATURES

PURSUANT TO THE REQUIREMENTS OF SECTION 13 OR 15(d) 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, ON THE 21ST DAY OF MARCH 2001.

AMERADA HESS CORPORATION
(REGISTRANT)

By /s/ JOHN Y. SCHREYER

.....
(JOHN Y. SCHREYER)
EXECUTIVE VICE PRESIDENT AND
CHIEF FINANCIAL OFFICER

PURSUANT TO THE REQUIREMENTS OF THE SECURITIES EXCHANGE ACT OF 1934, THIS REPORT HAS BEEN SIGNED BELOW BY THE FOLLOWING PERSONS ON BEHALF OF THE REGISTRANT AND IN THE CAPACITIES AND ON THE DATES INDICATED.

SIGNATURE

TITLE

DATE

/s/ JOHN B. HESS

.....
(JOHN B. HESS)Director, Chairman of
the Board and
Chief Executive Officer
(Principal Executive Officer)

March 21, 2001

/s/ W.S.H. LAIDLAW

.....
(W.S.H. LAIDLAW)Director, President and Chief
Operating Officer

March 21, 2001

/s/ NICHOLAS F. BRADY

.....
(NICHOLAS F. BRADY)

Director

March 21, 2001

/s/ J. BARCLAY COLLINS II

.....
(J. BARCLAY COLLINS II)

Director

March 21, 2001

/s/ PETER S. HADLEY

.....
(PETER S. HADLEY)

Director

March 21, 2001

/s/ EDITH E. HOLIDAY

.....
(EDITH E. HOLIDAY)

Director

March 21, 2001

/s/ WILLIAM R. JOHNSON

.....
(WILLIAM R. JOHNSON)

Director

March 21, 2001

/s/ THOMAS H. KEAN

.....
(THOMAS H. KEAN)

Director

March 21, 2001

/s/ FRANK A. OLSON

.....
(FRANK A. OLSON)

Director

March 21, 2001

/s/ ROGER B. ORESMAN

.....
(ROGER B. ORESMAN)

Director

March 21, 2001

SIGNATURE

TITLE

DATE

Director, Executive Vice President
and Chief Financial Officer
(Principal Accounting and
Financial Officer)

/s/ JOHN Y. SCHREYER

March 21, 2001

.....
(JOHN Y. SCHREYER)

Director

March 21, 2001

.....
(WILLIAM I. SPENCER)

/s/ ROBERT N. WILSON

Director

March 21, 2001

.....
(ROBERT N. WILSON)

/s/ ROBERT F. WRIGHT

Director

March 21, 2001

.....
(ROBERT F. WRIGHT)

AMERADA HESS CORPORATION AND CONSOLIDATED SUBSIDIARIES

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* The financial statements and notes thereto together with the Report of Ernst & Young LLP, Independent Auditors, on pages 27 through 46, the Quarterly Financial Data (unaudited) on page 26, and the Supplementary Oil and Gas Data (unaudited) on pages 47 through 51 of the accompanying 2000 Annual Report to Stockholders are incorporated herein by reference.

** Schedules other than Schedule II have been omitted because of the absence of the conditions under which they are required or because the required information is presented in the financial statements or the notes thereto.

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in this Annual Report (Form 10-K) of Amerada Hess Corporation of our report dated February 21, 2001, included in the 2000 Annual Report to Stockholders of Amerada Hess Corporation.

Our audits also included the financial statement schedule of Amerada Hess Corporation listed in Item 14(a). This schedule is the responsibility of the Corporation's management. Our responsibility is to express an opinion based on our audits. In our opinion, the financial statement schedule referred to above, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also consent to the incorporation by reference in the Registration Statement (Form S-3 No. 333-79317) and in the related Prospectus, and in the Registration Statements (Form S-8, Nos. 333-94851, 333-43569, 333-43571 and 33-65115) pertaining to the Amerada Hess Corporation Employees' Savings and Stock Bonus Plan, Amerada Hess Corporation Savings and Stock Bonus Plan for Retail Operations Employees and the 1995 Long-Term Incentive Plan, of our report dated February 21, 2001, with respect to the consolidated financial statements incorporated herein by reference.

/s/ ERNST & YOUNG LLP

Ernst & Young LLP

New York, N.Y.
March 21, 2001

SCHEDULE II

AMERADA HESS CORPORATION AND CONSOLIDATED SUBSIDIARIES

VALUATION AND QUALIFYING ACCOUNTS

FOR THE YEARS ENDED DECEMBER 31, 2000, 1999 AND 1998

(IN THOUSANDS)

DESCRIPTION	BALANCE JANUARY 1	ADDITIONS		DEDUCTIONS FROM RESERVES	BALANCE DECEMBER 31
		CHARGED TO COSTS AND EXPENSES	CHARGED TO OTHER ACCOUNTS		
2000					
Losses on receivables.....	\$ 5,716	\$32,927	\$ 286	\$ 4,775	\$ 34,154
Deferred income tax valuation.....	\$182,253	\$ --	\$ --	\$ 71,160 (A)	\$111,093
Major maintenance.....	\$ 36,398	\$13,119	\$ --	\$ 31,007 (B)	\$ 18,510
1999					
Losses on receivables.....	\$ 6,411	\$ 353	\$ 26	\$ 1,074	\$ 5,716
Deferred income tax valuation.....	\$141,113	\$41,140	\$ --	\$ --	\$182,253
Major maintenance.....	\$ 33,210	\$13,304	\$ --	\$ 10,116	\$ 36,398
1998					
Losses on receivables.....	\$ 2,840	\$ 92	\$3,858	\$ 379	\$ 6,411
Deferred income tax valuation.....	\$330,119	\$28,994	\$ --	\$218,000 (C)	\$141,113
Major maintenance.....	\$ 63,427	\$59,109	\$ --	\$ 89,326 (C)	\$ 33,210

(A) Primarily reflects use of tax loss carryforward.

(B) Represents cost of turnaround at refining facility.

(C) Primarily due to formation of refining joint venture.

EXHIBIT INDEX

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	-Other instruments defining the rights of holders of long-term debt of Registrant and its consolidated subsidiaries are not being filed since the total amount of securities authorized under each such instrument does not exceed 10 percent of the total assets of Registrant and its subsidiaries on a consolidated basis. Registrant agrees to furnish to the Commission a copy of any instruments defining the rights of holders of long-term debt of Registrant and its subsidiaries upon request.

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10(15)*	-Deferred Compensation Plan of Registrant dated December 1, 1999 incorporated by reference to Exhibit 10(16) of Form 10-K of Registrant for the fiscal year ended December 31, 1999.
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13	-2000 Annual Report to Stockholders of Registrant.
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* These exhibits relate to executive compensation plans and arrangements.

THIRD AMENDED AND RESTATED
CREDIT AGREEMENT

DATED AS OF

JANUARY 23, 2001

AMONG

AMERADA HESS CORPORATION,

THE LENDERS PARTY HERETO,

AND

GOLDMAN SACHS CREDIT PARTNERS L.P.,
AS JOINT BOOK RUNNER, JOINT LEAD ARRANGER AND SOLE SYNDICATION AGENT

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

THE CHASE MANHATTAN BANK,
AS ADMINISTRATIVE AGENT

\$1,500,000,000 REVOLVING CREDIT FACILITY

"FACILITY A"

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EXHIBITS:

Exhibit A	Form of Assignment and Acceptance
Exhibit B	Form of Notes
Exhibit C	Form of Opinion of Counsel to the Company

THIRD AMENDED AND RESTATED CREDIT AGREEMENT, dated as of January 23, 2001 (the "Agreement"), among AMERADA HESS CORPORATION, a Delaware corporation (the "Company"), the LENDERS party hereto (the "Lenders"), GOLDMAN SACHS CREDIT PARTNERS L.P. ("GSCP"), as Joint Book Runner, Joint Lead Arranger and Sole Syndication Agent, (in such capacity, the "Syndication Agent"), CHASE SECURITIES INC. ("CSI"), as Joint Book Runner and Joint Lead Arranger, BANK OF AMERICA, N.A. ("Bank of America"), as Co-Documentation Agent and Arranger, CITIBANK, N.A. ("Citibank"), as Co-Documentation Agent and Arranger, BARCLAYS BANK PLC ("Barclays"), as Co-Documentation Agent and Arranger (together with Bank of America and Citibank, the "Documentation Agents") and THE CHASE MANHATTAN BANK ("Chase"), as Administrative Agent (in such capacity the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Company made an offer (the "Offer") to acquire the whole of the ordinary share capital of LASMO Plc (the "Target") on November 6, 2000;

WHEREAS, the Company, GSCP as Joint Book Runner, Joint Lead Arranger and sole Syndication Agent, CSI as Joint Book Runner and Joint Lead Arranger, Bank of America as Co-Documentation Agent and Arranger, Citibank as Co-Documentation Agent and Arranger, Barclays as Co-Documentation Agent and Arranger and Chase as Administrative Agent, entered into a Second Amended and Restated Credit Agreement dated as of November 29, 2000 (the "Second Amended and Restated Facility A Credit Agreement");

WHEREAS, the Company entered into a Credit Agreement, dated as of November 6, 2000 with the lenders and agents party thereto (the "Initial Facility A Credit Agreement"), as amended by the Amended and Restated Credit Agreement, dated as of November 14, 2000 with the lenders and agents party thereto (the "First Amended and Restated Facility A Credit Agreement" and together with the Initial Facility A Credit Agreement and the Second Amended and Restated Facility A Credit Agreement, the "Prior Credit Agreements"). The Prior Credit Agreements were entered into to provide liquidity support for the Company's commercial paper program and/or for financing for the cash purchase price of the Offer and otherwise for general corporate purposes;

WHEREAS, the Offer made by the Company to acquire the Target has lapsed, and the Company no longer intends or has any obligation to acquire the Target or any securities thereof;

WHEREAS, the Company has requested that GSCP, CSI, Bank of America, Citibank, Barclays and Chase amend and restate the Second Amended and Restated Facility A Credit Agreement to (i) acknowledge that the Offer has lapsed, and therefore, change the use of proceeds of the Loans to solely provide for liquidity support for the Company's commercial

paper program and otherwise for general corporate purposes and (ii) to add the Lenders as parties to this Agreement;

WHEREAS, the Lenders are willing to establish such credit facilities on and subject to the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth, the parties hereto agree to amend and restate the Second Amended and Restated Facility A Credit Agreement in its entirety as follows:

ARTICLE I

Definitions

SECTION I.1. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"ABR", when used in reference to any Loan or Borrowing, means that such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"Accommodation Guaranty Indebtedness" shall have the meaning ascribed to it in Article VII(e).

"Adjusted LIBO Rate" means, with respect to any Eurodollar Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

"Administrative Agent" has the meaning ascribed to it in the Preamble.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agents" means the Syndication Agent, the Administrative Agent and the Documentation Agents.

"Alternate Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Base CD Rate in effect on such day plus 1% and (c) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1%. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Base CD Rate or the Federal Funds Effective Rate shall be effective from and including the effective date of such change in the Prime Rate, the Base CD Rate or the Federal Funds Effective Rate, respectively.

"Applicable Percentage" means, with respect to any Lender, the percentage of the total Commitments represented by such Lender's Commitment. If the Commitments have terminated or expired, the Applicable Percentages shall be determined based upon the Commitments most recently in effect, giving effect to any assignments.

"Applicable Facility Fee Rate" means, for any day, with respect to Facility Fees payable hereunder, the applicable rate per annum set forth below based upon reference to the Public Debt Rating as set forth below:

```

=====
Public Debt Rating      Applicable Facility
  S&P/Moody's           Fee Rate
  -----
-----
      Level I             0.075%
      -----
      > A- or A3
      -
-----
      Level II            0.100%
      -----
      BBB+ or Baa1
-----
      Level III           0.125%
      -----
      BBB or Baa2
-----
      Level IV            0.175%
      -----
      BBB- or Baa3
-----
      Level V             0.350%
      -----
      < BBB- or Baa3
=====
  
```

"Applicable Margin" means, for any day, with respect to any Eurodollar Revolving Loan, the applicable rate per annum set forth below under the caption "Eurodollar Spread" based upon reference to the Public Debt Rating as set forth below:

```

=====
Public Debt Rating      Eurodollar Spread
  S&P/Moody's           -----
  -----
-----
      Level I             0.425%
      -----
      > A- or A3
      -
-----
  
```

```

=====
Public Debt Rating
S&P/Moody's      Eurodollar Spread
-----
Level II          0.525%
-----
BBB+ or Baa1
-----
Level III         0.750%
-----
BBB or Baa2
-----
Level IV          0.825%
-----
BBB- or Baa3
-----
Level V           1.150%
-----
< BBB- or Baa3
=====

```

"Applicable Utilization Fee Rate" means, for any day, with respect to Utilization Fees payable hereunder, the applicable rate per annum set forth below based upon reference to the Public Debt Rating as set forth below:

```

=====
Public Debt Rating      Applicable Utilization
S&P/Moody's            Fee Rate
-----
Level I                 0.050%
-----
> A- or A3
-----
Level II                0.075%
-----
BBB+ or Baa1
-----
Level III               0.125%
-----
BBB or Baa2
-----
Level IV                0.125%
-----
BBB- or Baa3
-----
Level V                 0.250%
-----
< BBB- or Baa3
=====

```

"Assessment Rate" means, for any day, the annual assessment rate in effect on such day that is payable by a member of the Bank Insurance Fund classified as "well-capitalized" and within supervisory subgroup "B" (or a comparable successor risk classification) within the meaning of 12 C.F.R. Part 327 (or any successor provision) to the Federal Deposit Insurance Corporation for insurance by such Corporation of time deposits made in dollars at the offices of such member in the United States; provided that if, as a result of any change in any law, rule or

regulation, it is no longer possible to determine the Assessment Rate as aforesaid, then the Assessment Rate shall be such annual rate as shall be determined by the Administrative Agent to be representative of the cost of such insurance to the Lenders.

"Assignment and Acceptance" means an assignment and acceptance entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent.

"Availability Period" means the period from and including the Third Amended and Restated Effective Date to but excluding the earlier of the Initial Maturity Date and the date of termination of the Commitments.

"Base CD Rate" means the sum of (a) the Three-Month Secondary CD Rate multiplied by the Statutory Reserve Rate plus (b) the Assessment Rate.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Borrowing" means (a) Revolving Loans of the same Type, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect or (b) a Competitive Loan or group of Competitive Loans of the same Type made on the same date and as to which a single Interest Period is in effect.

"Borrowing Request" means a request by the Company for Revolving Loans in accordance with Section 2.03.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that the term "Business Day" shall also exclude when used in connection with a Eurodollar Loan, any day on which banks are not open for dealings in dollar deposits in the London interbank market.

"Capital Lease" means, with respect to any Person which is the lessee thereunder, any lease or charter of property, real or personal, which would, in accordance with GAAP, be recorded as an asset under a capital lease on a balance sheet of such Person.

"Capitalized Lease Obligation" means, with respect to any Person on any date, the amount which would, in accordance with GAAP, be recorded as an obligation under a Capital Lease on a balance sheet of such Person as lessee under such Capital Lease as at such date. For all purposes of this Agreement, Capitalized Lease Obligations shall be deemed to be Debt secured by a Lien.

"Change in Law" means (a) the adoption of any law, rule or regulation after the date of this Agreement, (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or (c) compliance by any Lender (or, for purposes of Section 2.13(b), by any lending office of such Lender or by such Lender's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement.

"Class", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans or Competitive Loans.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Commitment" means, with respect to each Lender, the commitment of such Lender to make Revolving Loans, as such commitment may be (a) reduced from time to time pursuant to Section 2.07 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04. The initial amount of each Lender's Commitment is set forth on Schedule 2.01, or in the Assignment and Acceptance pursuant to which such Lender shall have assumed its Commitment, as applicable.

"Company" has the meaning ascribed to it in the Preamble.

"Company Capitalization Ratio" means, on any date, the ratio, expressed as a percentage, of (i) Total Consolidated Debt of the Company and its Consolidated Subsidiaries on such date to (ii) Total Capitalization of the Company and its Consolidated Subsidiaries on such date.

"Competitive", when used in reference to any Loan or Borrowing, means that such Loan, or the Loans comprising such Borrowing, are being made in accordance with Section 2.04.

"Competitive Bid" means an offer by a Competitive Loan Lender to make a Competitive Loan in accordance with Section 2.04.

"Competitive Bid Rate" means, with respect to any Competitive Bid, the Margin or the Fixed Rate, as applicable, offered by the Competitive Loan Lender making such Competitive Bid.

"Competitive Bid Request" means a request by the Company for Competitive Bids in accordance with Section 2.04.

"Competitive Loan Lenders" means Lenders from time to time designated as Competitive Loan Lenders by the Company by written notice to the Administrative Agent (which notice the Administrative Agent shall transmit to each such Competitive Lender).

"Consolidated Current Liabilities" means, with respect to any Person on any date, all amounts which, in conformity with GAAP, would be classified as current liabilities on a consolidated balance sheet of such Person and its Consolidated Subsidiaries as at such date.

"Consolidated Intangibles" means, with respect to any Person on any date, all assets of such Person and its Consolidated Subsidiaries, determined on a consolidated basis, that would, in conformity with GAAP, be classified as intangible assets on a consolidated balance sheet of such Person and its Consolidated Subsidiaries as at such date, including, without limitation, unamortized debt discount and expense, unamortized organization and reorganization expense, costs in excess of the fair market value of acquired companies, patents, trade or service marks, franchises, trade names, goodwill and the amount of all write-ups in the book value of assets resulting from any revaluation thereof (other than revaluations arising out of foreign currency valuations in conformity with GAAP).

"Consolidated Net Tangible Assets" means, with respect to any Person on any date, the amount equal to (a) the amount that would, in conformity with GAAP, be included as assets on the consolidated balance sheet of such Person and its Consolidated Subsidiaries as at such date minus (b) the sum of (i) Consolidated Intangibles of such Person at such date and (ii) Consolidated Current Liabilities of such Person at such date.

"Consolidated Subsidiaries" means, with respect to any Person on any date, all Subsidiaries and other entities whose accounts are consolidated with the accounts of such Person as of such date in accordance with the principles of consolidation reflected in the audited financial statements of such Person as of such date delivered in accordance with Section 5.01.

"Continuing Directors" has the meaning ascribed to it in Article VII.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Debt" means with respect to any Person (i) indebtedness for borrowed money (including, without limitation, indebtedness evidenced by debt securities); (ii) obligations to pay the deferred purchase price of property or services, except trade accounts payable in the ordinary

course of business; (iii) Capitalized Lease Obligations, in the case of each of the foregoing clauses (i) through (iii), for which such Person or any of its Consolidated Subsidiaries shall be liable as primary obligor or under any Guaranty of any such indebtedness or other such obligations of an entity not included in such Person's consolidated financial statements and (iv) any such indebtedness or other such obligations of any entity not included in such Person's consolidated financial statements secured in any manner by any Lien upon any assets of such Person or any of its Consolidated Subsidiaries; provided that for purposes of the computation of any Debt under this Agreement there shall be no duplication of any item of primary or other indebtedness or other obligation referred to herein above, whether such item reflects the indebtedness or other obligation of such Person or any of its Consolidated Subsidiaries or of any entity not included in such Person's consolidated financial statements; and provided, further, that when computing Debt of the Company under this Agreement the first \$100,000,000 in the aggregate for which the Company and its Consolidated Subsidiaries shall be liable under any Guaranty of any such indebtedness or other such obligations of an entity not included in the Company's consolidated financial statements shall be excluded from the computation of Debt of the Company.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Documentation Agents" shall have the meaning ascribed to it in the Preamble.

"dollars" or "\$" refers to lawful money of the United States of America.

"Environmental Laws" means any and all federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment or the release of any materials into the environment.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Company or any of its Consolidated Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"Eurodollar", when used in reference to any Loan or Borrowing, means that such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate (or, in the case of a Competitive Loan, the LIBO Rate).

"Event of Default" has the meaning assigned to such term in Article VII.

"Excluded Taxes" means, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Company hereunder, (a) income or franchise taxes imposed on (or measured by) its net income by the United States of America, or by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the Company is located and (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Company under Section 2.17(b)) or any foreign branch or Affiliate of a Lender caused by such Lender to make a Loan under Section 2.02(b), any withholding tax that is imposed by the United States of America on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party to this Agreement or such foreign branch or Affiliate is caused to make such a Loan or is attributable to such Foreign Lender's or such foreign branch's or Affiliate's failure or inability to comply with Section 2.15(e), except to the extent that such Foreign Lender's assignor (if any) was entitled, at the time of assignment, to receive additional amounts from the Company with respect to such withholding tax pursuant to Section 2.15(a).

"Existing Credit Agreement" means the Credit Agreement, dated as of May 20, 1997, among the Company, Amerada Hess Limited, Amerada Hess Norge A/S, Amerada Hess A/S, the other subsidiary borrowers and lenders party thereto, and The Chase Manhattan Bank, as administrative agent thereunder.

"Facility B Credit Agreement" means the \$1,500,000,000 Third Amended and Restated Revolving Credit Facility, dated as of the date hereof, among the Company, the lenders party thereto, Goldman Sachs Credit Partners L.P., as joint book runner, joint lead arranger and sole syndication agent, 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 The Chase Manhattan Bank, as administrative agent.

"Facility Fee" has meaning ascribed to it in Section 2.10(a).

"Federal Funds Effective Rate" means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if

necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"Financial Officer" means, with respect to the Company, the chief financial officer, principal accounting officer, treasurer or controller of the Company.

"First Amended and Restated Facility A Credit Agreement" has the meaning ascribed to it in the Preamble.

"Fixed Rate" means, with respect to any Competitive Loan (other than a Eurodollar Competitive Loan), the fixed rate of interest per annum specified by the Lender making such Competitive Loan in its related Competitive Bid.

"Fixed Rate Loan" means a Competitive Loan bearing interest at a Fixed Rate.

"Foreign Lender" means any Lender that is organized under the laws of a jurisdiction other than that in which the Company is located. For purposes of this definition, the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"GAAP" means for all purposes hereof generally accepted accounting principles in the United States of America.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Guaranty" by any Person means any direct or indirect undertaking to assume, guaranty, endorse, contingently agree to purchase or to provide funds for the payment of, or otherwise become liable in respect of, any obligation of any other Person, excluding endorsements for collection or deposit in the ordinary course of business.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Indemnitee" shall have the meaning ascribed to it in

Section 9.03.

"Information" shall have the meaning ascribed to it in

Section 9.12.

"Initial Facility A Credit Agreement" has the meaning ascribed to it in the Preamble.

"Interest Election Request" means a request by the Company to convert or continue a Revolving Borrowing in accordance with Section 2.06.

"Interest Payment Date" means (a) with respect to any ABR Loan, the last day of each March, June, September and December, (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than three months' duration, each day during such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period, and (c) with respect to any Fixed Rate Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Fixed Rate Borrowing with an Interest Period of more than 90 days' duration (unless otherwise specified in the applicable Competitive Bid Request), each day prior to the last day of such Interest Period that occurs at intervals of 90 days' duration after the first day of such Interest Period, and any other dates that are specified in the applicable Competitive Bid Request as Interest Payment Dates with respect to such Borrowing.

"Interest Period" means (a) with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is 7 days (if generally available), one, two, three or six months thereafter, as the Company may elect and (b) with respect to any Fixed Rate Borrowing, the period (which shall not be less than 7 days or more than 360 days) commencing on the date of such Borrowing and ending on the date specified in the applicable Competitive Bid Request; provided, that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless, in the case of a Eurodollar Borrowing only, such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (ii) any Interest Period pertaining to a Eurodollar Borrowing that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period and (iii) except with respect to any Competitive Loan Lender which otherwise agrees, any Interest Period that otherwise would extend beyond the Maturity Date applicable to any Lender shall end on the Maturity Date applicable to such Lender. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and, in the case of a Revolving Borrowing, thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Lenders" means the Persons listed on Schedule 2.01 and any other Person that shall have become a party hereto pursuant to an Assignment and Acceptance, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Acceptance.

"LIBO Rate" means, with respect to each Interest Period pertaining to a Eurodollar Loan, the rate per annum determined by the Administrative Agent to be the offered rate for deposits in dollars with a term comparable to such Interest Period that appears on the Telerate Page at approximately 11:00 a.m., London time, two Business Days prior to the beginning of such Interest Period; provided, however, that if at any time for any reason such offered rate does not appear on the Telerate Page, "LIBO Rate" shall mean, with respect to each day during each Interest Period pertaining to a Eurodollar Loan, the rate per annum equal to the average (rounded upward to the nearest 1/100 of 1%) of the respective rates notified to the Administrative Agent by each of the Reference Bank as the rate at which such Reference Lender is offered deposits in dollars at or about 11:00 a.m., London time, two Business Days prior to the beginning of such Interest Period in the London interbank market for delivery on the first day of such Interest Period for the number of days comprised therein.

"Lien" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any agreement to give any of the foregoing), any conditional sale or other title retention agreement, or any lease in the nature thereof.

"Loan Documents" means, collectively, this Agreement and all other agreements, instruments and documents executed in connection herewith and therewith, in each case as the same may be amended, restated, modified or otherwise supplemented from time to time.

"Loans" means the loans made by the Lenders to the Company pursuant to this Agreement.

"Margin" means, with respect to any Competitive Loan bearing interest at a rate based on the LIBO Rate, the marginal rate of interest, if any, to be added to or subtracted from the LIBO Rate to determine the rate of interest applicable to such Loan, as specified by the Lender making such Loan in its related Competitive Bid.

"Margin Stock" shall have the meaning provided in Regulation U of the Board.

"Material Adverse Effect" means (a) when used in any representation and warranty or covenant of the Company on and as of the Third Amended and Restated Effective Date, any event, development or circumstance that has had or could reasonably be expected to have a material adverse effect on (i) the business, assets, property or financial condition of the Company and its Consolidated Subsidiaries taken as a whole, or (ii) the validity or enforceability of this Agreement or the rights and remedies of the Administrative Agent and the Lenders hereunder and (b) when used in any representation and warranty or covenant of the Company on any date after the Third Amended and Restated Effective Date, any change in the consolidated

financial condition or operations of the Company and its Consolidated Subsidiaries from that set forth in the consolidated balance sheet of the Company dated as of December 31, 1999 that is likely to materially and adversely affect the Company's ability to comply with Section 6.01 or to perform its other obligations to the Lenders under this Agreement.

"Material Indebtedness" means Debt (other than the Loans) of the Company in an aggregate principal amount exceeding \$10,000,000.

"Maturity Date" means the date which falls 364 days after the Third Amended and Restated Effective Date (the "Initial Maturity Date"); provided, that if the Company elects to extend the Initial Maturity Date pursuant to Section 2.18 then with respect to such election, the Maturity Date shall be the date which falls 364 days after the date of the Initial Maturity Date.

"Moody's" means Moody's Investors Service, Inc.

"Note" has the meaning ascribed to it in Section 2.08(e).

"Offer" has the meaning ascribed to it in the Preamble.

"Other Taxes" means any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement.

"Participant" has the meaning ascribed to it in Section 9.04.

"Permitted Encumbrances" means with respect to the Company:

LIENS IMPOSED BY LAW FOR TAXES THAT ARE NOT YET DUE OR ARE BEING CONTESTED IN GOOD FAITH BY APPROPRIATE PROCEEDINGS AND AS TO WHICH APPROPRIATE RESERVES HAVE BEEN SET ASIDE IN ACCORDANCE WITH GAAP;

CARRIERS', WAREHOUSEMEN'S, MECHANICS', MATERIALMEN'S, AND REPAIRMEN'S LIENS, LIENS FOR CREW'S WAGES OR SALVAGE (OR MAKING DEPOSITS TO RELEASE SUCH LIENS) AND OTHER LIKE LIENS IMPOSED BY LAW, ARISING IN THE ORDINARY COURSE OF BUSINESS AND SECURING OBLIGATIONS THAT ARE NOT OVERDUE BY MORE THAN 30 DAYS OR ARE BEING CONTESTED IN GOOD FAITH BY APPROPRIATE PROCEEDINGS AND AS TO WHICH APPROPRIATE RESERVES HAVE BEEN SET ASIDE IN ACCORDANCE WITH GAAP;

LIENS ON STANDARD INDUSTRY TERMS IMPOSED BY CHARTER PARTIES OR UNDER CONTRACTS

(a) Liens arising out of judgments or awards against the Company or any of its Consolidated Subsidiaries with respect to which the Company or such Subsidiary at the time shall currently be prosecuting an appeal or proceedings for review and with respect to which it shall have secured a stay of execution pending such appeal or proceedings for review;

(b) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(c) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds or performance bonds, margin posted to secure payment or performance under futures, forwards or Swap Agreements, and other obligations of a like nature, in each case in the ordinary course of business;

(d) easements, zoning restrictions, rights-of-way and similar encumbrances on real property and imperfections of titles imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Company or any of its Consolidated Subsidiaries;

(e) Liens on any oil and/or gas properties or other mineral interests of the Company or any of its Consolidated Subsidiaries, whether developed or undeveloped, arising (i) as security for the Company's or such Subsidiary's costs and expenses incurred by it in connection with the exploration, development or operation of such properties, in favor of a person who is conducting the exploration, development or operation of such properties, or (ii) in connection with farmout, dry hole, bottom hole, communitization, unitization, pooling and operating agreements and/or other agreements of like general nature incident to the acquisition, exploration, development and operation of such properties or as required by regulatory agencies having jurisdiction in the premises; and

(f) overriding royalties, royalties, production payments, net profits interests or like interests to be paid out of production from oil and/or gas properties or other mineral interests of the Company or any of its Consolidated Subsidiaries, or to be paid out of the proceeds from the sale of any such production;

provided that the term "Permitted Encumbrances" shall not include any Lien securing Debt.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Prior Credit Agreements" has the meaning ascribed to it in the Preamble.

"Prime Rate" means the rate of interest per annum publicly announced from time to time by the Reference Bank as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

"Public Debt Rating" means, the ratings (whether explicit or, if not explicit, implied) assigned by S&P and Moody's to Company's senior unsecured non-credit enhanced long term debt. For purposes of the foregoing, (a) if only one of S&P and Moody's shall have in effect a Public Debt Rating, the Applicable Facility Fee Rate, Applicable Margin and the Applicable Utilization Fee Rate shall be determined by reference to the available rating; (b) if neither S&P nor Moody's shall have in effect a Public Debt Rating, the Applicable Facility Fee Rate, Applicable Margin and the Applicable Utilization Fee Rate will be set in accordance with Level V under the definition of "Applicable Facility Fee Rate", "Applicable Margin" or "Applicable Utilization Fee Rate", as the case may be; (c) if the ratings established by S&P and Moody's shall fall within different levels, the Applicable Facility Fee Rate, the Applicable Margin and the Applicable Utilization Fee Rate shall be based upon the higher of such ratings, provided that if the lower of such ratings is more than one level below the higher of such ratings, the Applicable Facility Fee Rate, Applicable Margin and the Applicable Utilization Fee Rate shall be determined by reference to the level that is one level above such lower rating, provided, further, that if either of the ratings established by S&P or Moody's shall fall within Level V, the Applicable Facility Fee Rate, the Applicable Margin and the Applicable Utilization Fee Rate will be set in accordance with Level V under the definition of "Applicable Facility Fee Rate", "Applicable Margin" or "Applicable Utilization Fee Rate", as the case may be; (d) if any rating established by S&P or Moody's shall be changed, such change shall be effective as of the date on which such change is first announced publicly by the rating agency making such change; and (e) if S&P or Moody's shall change the basis on which ratings are established, each reference to the Public Debt Rating announced by S&P or Moody's, as the case may be, shall refer to the then equivalent rating by S&P or Moody's, as the case may be.

"Reference Bank" means The Chase Manhattan Bank, or such other bank or banks as may from time to time be designated by the Company and approved by the Administrative Agent.

"Register" has the meaning ascribed to it in Section 9.04.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person's Affiliates.

"Required Lenders" means, (a) at any time prior to the termination of the Commitments pursuant to Article VII, Lenders having Commitments representing at least 51%

of the aggregate Commitments at such time (provided that, for purposes of declaring the Loans to be due and payable pursuant to Article VII, the outstanding Competitive Loans of the Lenders shall be included in their respective Commitments in determining the Required Lenders) and (b) for all purposes after the termination of the Commitments pursuant to Article VII, Lenders having outstanding Loans representing at least 51% of the aggregate outstanding principal amount of Loans.

"Revolving Credit Exposure" means, with respect to any Lender at any time, the outstanding principal amount of such Lender's Revolving Loans.

"Revolving Loan" means a Loan made pursuant to Section 2.03.

"S&P" means Standard & Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc., or any successor thereto.

"SEC" shall mean the Securities and Exchange Commission.

"Scheduled Debt" has the meaning ascribed to it in Section 3.10.

"Significant Subsidiary" shall mean, with respect to any Person on any date, a Consolidated Subsidiary of such Person that as of such time satisfies the definition of a "significant subsidiary" contained as of the date hereof in Regulation S-X of the SEC.

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Administrative Agent is subject (a) with respect to the Base CD Rate, for new negotiable nonpersonal time deposits in dollars of over \$100,000 with maturities approximately equal to three months and (b) with respect to the Adjusted LIBO Rate, for eurodollar funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date,

otherwise Controlled, by the parent or one or more Subsidiaries of the parent or by the parent and one or more Subsidiaries of the parent.

"Swap Agreement" means any interest rate, currency or commodity swap agreement or other interest rate, currency or commodity price protection agreement capable of financial settlement only.

"Swap Payment Obligation" means, with respect to any Person, an obligation of such Person to pay money, either in respect of a periodic payment or upon termination, to a counterparty under a Swap Agreement, after giving effect to any netting arrangements between such Person and such counterparty and such Person's rights of set-off in respect of such obligation provided for in such Swap Agreement.

"Syndication Agent" has the meaning ascribed to it in the Preamble.

"Target" has the meaning ascribed to it in the Preamble.

"Taxes" means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority.

"Telerate Page" means the display designated as Page 3750 on the Dow Jones Markets System (or such other page as may replace such page on such service for the purpose of displaying the rates at which dollar deposits are offered by leading banks in the London interbank deposit market).

"Third Amended and Restated Effective Date" means the date on which the conditions set forth in Section 4.01 are satisfied.

"Three-Month Secondary CD Rate" means, for any day, the secondary market rate for three-month certificates of deposit reported as being in effect on such day (or, if such day is not a Business Day, the next preceding Business Day) by the Board through the public information telephone line of the Federal Reserve Bank of New York (which rate will, under the current practices of the Board, be published in Federal Reserve Statistical Release H.15(519) during the week following such day) or, if such rate is not so reported on such day or such next preceding Business Day, the average of the secondary market quotations for three-month certificates of deposit of major money center banks in New York City received at approximately 10:00 a.m., New York City time, on such day (or, if such day is not a Business Day, on the next preceding Business Day) by the Administrative Agent from three negotiable certificate of deposit dealers of recognized standing selected by it.

"Total Capitalization", of any Person on any date, means the sum of (i) Total Consolidated Debt of such Person on such date and (ii) shareholders' equity of such Person on such date, determined on a consolidated basis in accordance with GAAP.

"Total Consolidated Debt", of any Person on any date, means all Debt of such Person and its Consolidated Subsidiaries on such date, determined on a consolidated basis in accordance with GAAP.

"Total Exposure" means, with respect to any Lender at any time, the sum of (i) the Revolving Credit Exposure of such Lender and (ii) the aggregate outstanding principal amount of such Lender's Competitive Loans.

"Transactions" means each of the execution, delivery and performance by the Company of this Agreement and the borrowing of Loans hereunder.

"Type", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate, the Alternate Base Rate or, in the case of a Competitive Loan or Borrowing, the LIBO Rate or a Fixed Rate.

"Utilization Fee" has the meaning ascribed to it in Section 2.10(b).

SECTION I.2. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a "Revolving Loan") or by Type (e.g., a "Eurodollar Loan") or by Class and Type (e.g., a "Eurodollar Revolving Loan"). Borrowings also may be classified and referred to by Class (e.g., a "Revolving Borrowing") or by Type (e.g., a "Eurodollar Borrowing") or by Class and Type (e.g., a "Eurodollar Revolving Borrowing").

SECTION I.3. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's permitted successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION I.4. Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Company notifies the Administrative Agent that the Company requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Company that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such amendment is rejected or such provision is amended in accordance herewith.

ARTICLE II

The Credits

SECTION II.1. Commitments. Subject to the terms and conditions set forth herein, each Lender agrees to make Revolving Loans to the Company from time to time during the Availability Period in an aggregate principal amount not exceeding the amount of such Lender's Commitment; provided, that after giving effect to each Revolving Credit Loan (a) no Lender's Revolving Credit Exposure shall exceed such Lender's Commitment, and (b) the sum of the Total Exposures of all the Lenders shall not exceed the sum of the Commitments of all Lenders. Within the foregoing limits and subject to the terms and conditions set forth herein, the Company may borrow, prepay and reborrow Revolving Loans.

SECTION II.2. Loans and Borrowings. (a) Each Revolving Loan shall be made as part of a Borrowing consisting of Revolving Loans made by the Lenders, ratably in accordance with their respective Commitments. Each Competitive Loan shall be made in accordance with the procedures set forth in Section 2.04. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments and Competitive Bids of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

SUBJECT TO SECTION 2.12, (i) EACH REVOLVING BORROWING SHALL BE COMPRISED ENTIRELY OF ABR LOANS OR EURODOLLAR LOANS AS THE COMPANY MAY REQUEST IN ACCORDANCE HEREWITH AND SHALL BE IN DOLLARS AND (ii) EACH COMPETITIVE BORROWING SHALL BE COMPRISED ENTIRELY OF EURODOLLAR LOANS OR FIXED RATE LOANS AS THE COMPANY MAY REQUEST IN ACCORDANCE HEREWITH AND SHALL BE IN DOLLARS. EACH LENDER AT ITS OPTION MAY MAKE ANY LOAN BY CAUSING ANY DOMESTIC OR FOREIGN BRANCH OR AFFILIATE OF

SUCH LENDER TO MAKE SUCH LOAN; PROVIDED THAT ANY EXERCISE OF SUCH OPTION SHALL NOT AFFECT THE OBLIGATION OF THE COMPANY TO REPAY SUCH LOAN IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

AT THE COMMENCEMENT OF EACH INTEREST PERIOD FOR ANY EURODOLLAR REVOLVING BORROWING, SUCH BORROWING SHALL BE IN AN AGGREGATE AMOUNT THAT IS AN INTEGRAL MULTIPLE OF \$1,000,000 AND NOT LESS THAN \$10,000,000. AT THE TIME THAT EACH ABR REVOLVING BORROWING IS MADE, SUCH BORROWING SHALL BE IN AN AGGREGATE AMOUNT THAT IS AN INTEGRAL MULTIPLE OF \$1,000,000 AND NOT LESS THAN \$10,000,000; PROVIDED THAT AN ABR REVOLVING BORROWING MAY BE IN AN AGGREGATE AMOUNT THAT IS EQUAL TO THE ENTIRE UNUSED BALANCE OF THE TOTAL COMMITMENTS. EACH COMPETITIVE BORROWING SHALL BE IN AN AGGREGATE AMOUNT THAT IS AN INTEGRAL MULTIPLE OF \$1,000,000 AND NOT LESS THAN \$10,000,000. BORROWINGS OF MORE THAN ONE TYPE AND CLASS MAY BE OUTSTANDING AT THE SAME TIME; PROVIDED THAT THERE SHALL NOT AT ANY TIME BE MORE THAN A TOTAL OF 10 OUTSTANDING EURODOLLAR REVOLVING BORROWINGS.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE COMPANY SHALL NOT BE ENTITLED TO REQUEST, OR TO ELECT TO CONVERT OR CONTINUE, ANY BORROWING IF THE INTEREST PERIOD REQUESTED WITH RESPECT THERETO WOULD END AFTER THE MATURITY DATE.

SECTION II.3. Requests for Revolving Borrowings. To request a Revolving Borrowing, the Company shall notify the Administrative Agent of such request by telephone (a) in the case of a Eurodollar Borrowing, not later than 11:00 a.m., New York City time, three Business Days before the date of the proposed Borrowing or (b) in the case of any ABR Borrowing, not later than 11:00 a.m., New York City time, on the Business Day of the proposed Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent at its office set forth in Section 9.01 of a written Borrowing Request in a form approved by the Administrative Agent and signed by the Company. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

THE AGGREGATE AMOUNT OF THE REQUESTED BORROWING;

THE DATE OF SUCH BORROWING, WHICH SHALL BE A BUSINESS DAY;

WHETHER SUCH BORROWING IS TO BE AN ABR BORROWING OR A EURODOLLAR BORROWING;

IN THE CASE OF A EURODOLLAR BORROWING, THE INITIAL INTEREST PERIOD TO BE APPLICABLE THERETO, WHICH SHALL BE A PERIOD CONTEMPLATED BY THE DEFINITION OF THE TERM "INTEREST PERIOD"; AND

THE LOCATION AND NUMBER OF THE COMPANY'S ACCOUNT TO WHICH FUNDS ARE TO BE DISBURSED, WHICH SHALL COMPLY WITH THE REQUIREMENTS OF SECTION 2.05.

If no election as to the Type of Revolving Borrowing is specified, then the requested Revolving Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Eurodollar Revolving Borrowing, then the Company shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

SECTION II.4 Bid Procedure for Competitive Loans. (a) Subject to the terms and conditions set forth herein, from time to time during the Availability Period the Company may request Competitive Bids and may (but shall not have any obligation to) accept Competitive Bids and borrow Competitive Loans; provided, that after giving effect to each Competitive Loan the sum of the Total Exposures of all the Lenders shall not exceed the sum of the Commitments of all Lenders. To request Competitive Bids, the Company shall notify the Administrative Agent at its office set forth in Section 9.01 of such request by telephone, (i) in the case of a Eurodollar Competitive Borrowing, not later than 11:00 a.m., New York City time, four Business Days before the date of the proposed Borrowing and (ii) in the case of a Fixed Rate Borrowing, not later than 10:00 a.m., New York City time, one Business Day before the date of the proposed Borrowing. Each such telephonic Competitive Bid Request shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written Competitive Bid Request in a form approved by the Administrative Agent and signed by the Company. Each such telephonic and written Competitive Bid Request shall specify the following information in compliance with Section 2.02:

THE AGGREGATE AMOUNT OF THE REQUESTED BORROWING;

THE DATE OF SUCH BORROWING, WHICH SHALL BE A BUSINESS DAY;

WHETHER SUCH BORROWING IS TO BE A EURODOLLAR BORROWING OR A FIXED RATE BORROWING;

THE INTEREST PERIOD TO BE APPLICABLE TO SUCH BORROWING, WHICH SHALL BE A PERIOD CONTEMPLATED BY THE DEFINITION OF THE TERM "INTEREST PERIOD";

THE MATURITY DATE OF SUCH BORROWING, WHICH SHALL BE NO LESS THAN SEVEN AND NO MORE THAN 360 DAYS FROM THE REQUESTED DRAWDOWN DATE OF SUCH BORROWING; AND

THE LOCATION AND NUMBER OF THE COMPANY'S ACCOUNT TO WHICH FUNDS ARE TO BE DISBURSED, WHICH SHALL COMPLY WITH THE REQUIREMENTS OF SECTION 2.05.

Promptly following receipt of a Competitive Bid Request in accordance with this Section, the Administrative Agent shall notify the Competitive Loan Lenders of the details thereof by telecopy, inviting the Competitive Loan Lenders to submit Competitive Bids.

EACH COMPETITIVE LOAN LENDER MAY (BUT SHALL NOT HAVE ANY OBLIGATION TO) MAKE ONE OR MORE COMPETITIVE BIDS TO THE COMPANY IN RESPONSE TO A COMPETITIVE BID REQUEST. EACH COMPETITIVE BID BY A COMPETITIVE LOAN LENDER MUST BE IN A FORM APPROVED BY THE ADMINISTRATIVE AGENT AND MUST BE RECEIVED BY THE ADMINISTRATIVE AGENT AT ITS OFFICE SET FORTH IN SECTION 9.01 BY TELECOPY, (i) IN THE CASE OF A EURODOLLAR COMPETITIVE BORROWING, NOT LATER THAN 9:30 A.M., NEW YORK CITY TIME, THREE BUSINESS DAYS BEFORE THE DATE OF THE PROPOSED BORROWING AND (ii) IN THE CASE OF A FIXED RATE BORROWING, NOT LATER THAN 9:30 A.M., NEW YORK CITY TIME, ON THE PROPOSED DATE OF SUCH COMPETITIVE BORROWING. COMPETITIVE BIDS THAT DO NOT CONFORM SUBSTANTIALLY TO THE FORM APPROVED BY THE ADMINISTRATIVE AGENT MAY BE REJECTED BY THE ADMINISTRATIVE AGENT, AND THE ADMINISTRATIVE AGENT SHALL NOTIFY THE APPLICABLE COMPETITIVE LOAN LENDER OF SUCH REJECTION AS PROMPTLY AS PRACTICABLE. EACH COMPETITIVE BID SHALL SPECIFY (i) THE PRINCIPAL AMOUNT (WHICH SHALL BE A MINIMUM OF \$5,000,000 AND AN INTEGRAL MULTIPLE OF \$1,000,000 AND WHICH MAY EQUAL THE ENTIRE PRINCIPAL AMOUNT OF THE COMPETITIVE BORROWING REQUESTED BY THE COMPANY) OF THE COMPETITIVE LOAN OR LOANS THAT THE COMPETITIVE LOAN LENDER IS WILLING TO MAKE, (ii) THE COMPETITIVE BID RATE OR RATES AT WHICH THE COMPETITIVE LOAN LENDER IS PREPARED TO MAKE SUCH LOAN OR LOANS (EXPRESSED AS A PERCENTAGE RATE PER ANNUM IN THE FORM OF A DECIMAL TO NO MORE THAN FOUR DECIMAL PLACES) AND (iii) THE INTEREST PERIOD APPLICABLE TO EACH SUCH LOAN AND THE LAST DAY THEREOF.

THE ADMINISTRATIVE AGENT SHALL PROMPTLY NOTIFY THE COMPANY BY TELECOPY OF THE COMPETITIVE BID RATE AND THE PRINCIPAL AMOUNT SPECIFIED IN EACH COMPETITIVE BID AND THE IDENTITY OF THE LENDER THAT SHALL HAVE MADE SUCH COMPETITIVE BID.

SUBJECT ONLY TO THE PROVISIONS OF THIS PARAGRAPH, THE COMPANY MAY ACCEPT OR REJECT ANY COMPETITIVE BID. THE COMPANY SHALL NOTIFY THE ADMINISTRATIVE AGENT BY TELEPHONE, CONFIRMED BY TELECOPY IN A FORM APPROVED BY THE ADMINISTRATIVE AGENT, WHETHER AND TO WHAT EXTENT IT HAS DECIDED TO ACCEPT OR REJECT EACH COMPETITIVE BID, (i) IN THE CASE OF A EURODOLLAR COMPETITIVE BORROWING, NOT LATER THAN 10:30 A.M., NEW YORK CITY TIME, THREE BUSINESS DAYS BEFORE THE DATE OF THE PROPOSED BORROWING AND (ii) IN THE CASE OF A FIXED RATE BORROWING, NOT LATER THAN 10:30 A.M., NEW YORK CITY TIME, ON THE PROPOSED DATE OF SUCH COMPETITIVE BORROWING; PROVIDED THAT (i) THE FAILURE OF THE COMPANY TO GIVE SUCH NOTICE SHALL BE DEEMED TO BE A REJECTION OF EACH COMPETITIVE BID, (ii) THE COMPANY SHALL NOT ACCEPT A COMPETITIVE BID MADE AT A PARTICULAR COMPETITIVE BID RATE IF THE COMPANY REJECTS A COMPETITIVE BID MADE AT A LOWER COMPETITIVE BID RATE, (iii) THE AGGREGATE AMOUNT OF THE COMPETITIVE BIDS ACCEPTED BY THE COMPANY SHALL NOT EXCEED THE AGGREGATE AMOUNT OF THE REQUESTED COMPETITIVE BORROWING SPECIFIED IN THE RELATED COMPETITIVE BID REQUEST, (iv) TO THE EXTENT NECESSARY TO COMPLY WITH CLAUSE (iii) OF THIS PROVISIO, THE COMPANY MAY ACCEPT COMPETITIVE BIDS AT THE SAME COMPETITIVE BID RATE IN PART, WHICH ACCEPTANCE, IN THE CASE OF MULTIPLE COMPETITIVE BIDS AT SUCH COMPETITIVE BID RATE, SHALL BE MADE PRO RATA IN ACCORDANCE WITH THE AMOUNT OF EACH SUCH COMPETITIVE BID, AND (v) EXCEPT PURSUANT TO CLAUSE (iv) ABOVE, NO COMPETITIVE BID SHALL BE ACCEPTED FOR A COMPETITIVE LOAN UNLESS SUCH COMPETITIVE LOAN IS IN A MINIMUM PRINCIPAL AMOUNT OF \$5,000,000 AND AN INTEGRAL MULTIPLE OF \$1,000,000; PROVIDED FURTHER THAT IF A COMPETITIVE LOAN MUST BE IN AN AMOUNT LESS THAN \$5,000,000 BECAUSE OF THE PROVISIONS OF CLAUSE (iv) ABOVE, SUCH COMPETITIVE LOAN MAY BE FOR A MINIMUM OF \$1,000,000 OR ANY INTEGRAL MULTIPLE THEREOF, AND IN CALCULATING THE PRO RATA ALLOCATION OF ACCEPTANCES OF PORTIONS OF MULTIPLE COMPETITIVE BIDS AT A PARTICULAR COMPETITIVE BID RATE PURSUANT TO CLAUSE (iv) THE AMOUNTS SHALL BE ROUNDED TO INTEGRAL MULTIPLES OF \$1,000,000 IN A MANNER DETERMINED BY THE COMPANY. A NOTICE GIVEN BY THE COMPANY PURSUANT TO THIS PARAGRAPH SHALL BE IRREVOCABLE.

THE ADMINISTRATIVE AGENT SHALL PROMPTLY NOTIFY EACH BIDDING LENDER BY TELECOPY WHETHER OR NOT ITS COMPETITIVE BID HAS BEEN ACCEPTED (AND, IF SO, THE AMOUNT AND COMPETITIVE BID RATE SO ACCEPTED), AND EACH SUCCESSFUL BIDDER WILL THEREUPON BECOME BOUND, SUBJECT TO THE TERMS AND CONDITIONS HEREOF, TO MAKE THE COMPETITIVE LOAN IN RESPECT OF WHICH ITS COMPETITIVE BID HAS BEEN ACCEPTED.

IF THE ADMINISTRATIVE AGENT SHALL ELECT TO SUBMIT A COMPETITIVE BID IN ITS CAPACITY AS A LENDER, IT SHALL SUBMIT SUCH COMPETITIVE BID DIRECTLY TO THE COMPANY AT LEAST ONE QUARTER OF AN HOUR EARLIER THAN THE TIME BY WHICH THE OTHER COMPETITIVE LOAN LENDERS ARE REQUIRED TO SUBMIT THEIR COMPETITIVE BIDS TO THE ADMINISTRATIVE AGENT PURSUANT TO PARAGRAPH (b) OF THIS SECTION.

SECTION II.5. Funding of Borrowings. (a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders; such transfers shall be made by (x) 12:00 Noon, New York City time in the case of Borrowings other than ABR Borrowings and (y) 2:00 PM, New York City time in the case of ABR Borrowings on the date such Loan is made. The Administrative Agent will make such amounts available to the Company by promptly crediting the amounts so received, in like funds, to an account of the Company designated by the Company in the applicable Borrowing Request or Competitive Bid Request.

UNLESS THE ADMINISTRATIVE AGENT SHALL HAVE RECEIVED NOTICE FROM A LENDER PRIOR TO THE PROPOSED DATE OF ANY BORROWING THAT SUCH LENDER WILL NOT MAKE AVAILABLE TO THE ADMINISTRATIVE AGENT SUCH LENDER'S SHARE OF SUCH BORROWING, THE ADMINISTRATIVE AGENT MAY ASSUME THAT SUCH LENDER HAS MADE SUCH SHARE AVAILABLE ON SUCH DATE IN ACCORDANCE WITH PARAGRAPH (a) OF THIS SECTION AND MAY, IN RELIANCE UPON SUCH ASSUMPTION, MAKE AVAILABLE TO THE COMPANY A CORRESPONDING AMOUNT. IN SUCH EVENT, IF A LENDER HAS NOT IN FACT MADE ITS SHARE OF THE APPLICABLE BORROWING AVAILABLE TO THE ADMINISTRATIVE AGENT, THEN THE APPLICABLE LENDER AND THE COMPANY SEVERALLY AGREE TO PAY TO THE ADMINISTRATIVE AGENT FORTHWITH ON DEMAND SUCH CORRESPONDING AMOUNT WITH INTEREST THEREON, FOR EACH DAY FROM AND INCLUDING THE DATE SUCH AMOUNT IS MADE AVAILABLE TO THE COMPANY TO BUT EXCLUDING THE DATE OF PAYMENT TO THE ADMINISTRATIVE AGENT, AT (i) IN THE CASE OF SUCH LENDER, THE FEDERAL FUNDS EFFECTIVE RATE OR (ii) IN THE CASE OF THE COMPANY, THE INTEREST RATE APPLICABLE TO ABR LOANS. IF SUCH LENDER PAYS SUCH AMOUNT TO THE ADMINISTRATIVE AGENT, THEN SUCH AMOUNT SHALL CONSTITUTE SUCH LENDER'S LOAN INCLUDED IN SUCH BORROWING.

SECTION II.6. Interest Elections. (a) Each Revolving Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurodollar Revolving Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Company may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Revolving Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Company may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate

Borrowing. This Section shall not apply to Competitive Borrowings, which may not be converted or continued.

TO MAKE AN ELECTION PURSUANT TO THIS SECTION, THE COMPANY SHALL NOTIFY THE ADMINISTRATIVE AGENT OF SUCH ELECTION BY TELEPHONE BY THE TIME THAT A BORROWING REQUEST WOULD BE REQUIRED UNDER SECTION 2.03 IF THE COMPANY WERE REQUESTING A REVOLVING BORROWING OF THE TYPE RESULTING FROM SUCH ELECTION TO BE MADE ON THE EFFECTIVE DATE OF SUCH ELECTION. EACH SUCH TELEPHONIC INTEREST ELECTION REQUEST SHALL BE IRREVOCABLE AND SHALL BE CONFIRMED PROMPTLY BY HAND DELIVERY OR TELECOPY TO THE ADMINISTRATIVE AGENT OF A WRITTEN INTEREST ELECTION REQUEST IN A FORM APPROVED BY THE ADMINISTRATIVE AGENT AND SIGNED BY THE COMPANY.

EACH TELEPHONIC AND WRITTEN INTEREST ELECTION REQUEST SHALL SPECIFY THE FOLLOWING INFORMATION IN COMPLIANCE WITH SECTION 2.02:

THE BORROWING TO WHICH SUCH INTEREST ELECTION REQUEST APPLIES AND, IF DIFFERENT OPTIONS ARE BEING ELECTED WITH RESPECT TO DIFFERENT PORTIONS THEREOF, THE PORTIONS THEREOF TO BE ALLOCATED TO EACH RESULTING BORROWING (IN WHICH CASE THE INFORMATION TO BE SPECIFIED PURSUANT TO CLAUSES (iii) AND (iv) BELOW SHALL BE SPECIFIED FOR EACH RESULTING BORROWING);

THE EFFECTIVE DATE OF THE ELECTION MADE PURSUANT TO SUCH INTEREST ELECTION REQUEST, WHICH SHALL BE A BUSINESS DAY;

WHETHER THE RESULTING BORROWING IS TO BE AN ABR BORROWING OR A EURODOLLAR BORROWING; AND

IF THE RESULTING BORROWING IS A EURODOLLAR BORROWING, THE INTEREST PERIOD TO BE APPLICABLE THERETO AFTER GIVING EFFECT TO SUCH ELECTION, WHICH SHALL BE A PERIOD CONTEMPLATED BY THE DEFINITION OF THE TERM "INTEREST PERIOD".

If any such Interest Election Request requests a Eurodollar Borrowing but does not specify an Interest Period, then the Company shall be deemed to have selected an Interest Period of one month's duration.

PROMPTLY FOLLOWING RECEIPT OF AN INTEREST ELECTION REQUEST, THE ADMINISTRATIVE AGENT SHALL ADVISE EACH LENDER OF THE DETAILS THEREOF AND OF SUCH LENDER'S

PORTION OF EACH RESULTING BORROWING.

IF THE COMPANY FAILS TO DELIVER A TIMELY INTEREST ELECTION REQUEST WITH RESPECT TO A EURODOLLAR REVOLVING BORROWING PRIOR TO THE END OF THE INTEREST PERIOD APPLICABLE THERETO, THEN, UNLESS SUCH BORROWING IS REPAYED AS PROVIDED HEREIN, AT THE END OF SUCH INTEREST PERIOD SUCH BORROWING SHALL BE CONVERTED TO AN ABR BORROWING. NOTWITHSTANDING ANY CONTRARY PROVISION HEREOF, IF AN EVENT OF DEFAULT HAS OCCURRED AND IS CONTINUING AND THE ADMINISTRATIVE AGENT, AT THE REQUEST OF THE REQUIRED LENDERS, SO NOTIFIES THE COMPANY, THEN, SO LONG AS AN EVENT OF DEFAULT IS CONTINUING (i) NO OUTSTANDING REVOLVING BORROWING MAY BE CONVERTED TO OR CONTINUED AS A EURODOLLAR BORROWING AND (ii) UNLESS REPAYED, EACH EURODOLLAR REVOLVING BORROWING SHALL BE CONVERTED TO AN ABR BORROWING AT THE END OF THE INTEREST PERIOD APPLICABLE THERETO.

SECTION II.7. Termination and Reduction of Commitments.

(a) Unless previously terminated, the Commitments shall terminate on the Initial Maturity Date.

THE COMPANY MAY AT ANY TIME TERMINATE, OR FROM TIME TO TIME REDUCE, THE AGGREGATE AMOUNT OF THE COMMITMENTS; PROVIDED THAT (i) EACH REDUCTION OF THE COMMITMENTS SHALL BE IN AN AMOUNT THAT IS AN INTEGRAL MULTIPLE OF \$10,000,000 AND NOT LESS THAN \$50,000,000 AND (ii) THE COMPANY SHALL NOT TERMINATE OR REDUCE THE COMMITMENTS IF, AFTER GIVING EFFECT TO ANY CONCURRENT PREPAYMENT OF THE LOANS IN ACCORDANCE WITH SECTION 2.09, THE SUM OF THE TOTAL EXPOSURES OF ALL THE LENDERS WOULD EXCEED THE TOTAL COMMITMENTS.

THE COMPANY SHALL NOTIFY THE ADMINISTRATIVE AGENT OF ANY ELECTION TO TERMINATE OR REDUCE THE COMMITMENTS UNDER PARAGRAPH (b) OF THIS SECTION AT LEAST THREE BUSINESS DAYS PRIOR TO THE EFFECTIVE DATE OF SUCH TERMINATION OR REDUCTION, SPECIFYING SUCH ELECTION AND THE EFFECTIVE DATE THEREOF. PROMPTLY FOLLOWING RECEIPT OF ANY NOTICE, THE ADMINISTRATIVE AGENT SHALL ADVISE THE LENDERS OF THE CONTENTS THEREOF. EACH NOTICE DELIVERED BY THE COMPANY PURSUANT TO THIS SECTION SHALL BE IRREVOCABLE; PROVIDED THAT A NOTICE OF TERMINATION OF THE COMMITMENTS DELIVERED BY THE COMPANY MAY STATE THAT SUCH NOTICE IS CONDITIONED UPON THE EFFECTIVENESS OF OTHER CREDIT FACILITIES, IN WHICH CASE SUCH NOTICE MAY BE REVOKED BY THE COMPANY (BY NOTICE TO THE ADMINISTRATIVE AGENT ON OR PRIOR TO THE SPECIFIED EFFECTIVE DATE) IF SUCH CONDITION IS NOT SATISFIED. ANY TERMINATION OR REDUCTION OF THE COMMITMENTS SHALL BE PERMANENT. EACH REDUCTION OF THE COMMITMENTS SHALL BE MADE RATABLY AMONG THE LENDERS BASED ON THEIR RESPECTIVE COMMITMENTS.

SECTION II.8. Repayment of Loans; Evidence of Debt. (a) The Company hereby unconditionally promises to pay (i) to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Revolving Loan made to the Company on the Maturity Date applicable to each Loan and (ii) to the Administrative Agent for the account of each Competitive Loan Lender the then unpaid principal amount of each Competitive Loan made by such Competitive Loan Lender to the Company on the last day of the Interest Period applicable to such Loan.

EACH LENDER SHALL MAINTAIN IN ACCORDANCE WITH ITS USUAL PRACTICE AN ACCOUNT OR ACCOUNTS EVIDENCING THE INDEBTEDNESS OF THE COMPANY TO SUCH LENDER RESULTING FROM EACH LOAN MADE BY SUCH LENDER TO THE COMPANY, INCLUDING THE AMOUNTS OF PRINCIPAL AND INTEREST PAYABLE AND PAID TO SUCH LENDER BY THE COMPANY FROM TIME TO TIME HEREUNDER.

THE ADMINISTRATIVE AGENT SHALL MAINTAIN ACCOUNTS IN WHICH IT SHALL RECORD (i) THE AMOUNT OF EACH LOAN MADE HEREUNDER, THE CLASS AND TYPE THEREOF AND THE INTEREST PERIOD APPLICABLE THERETO, (ii) THE AMOUNT OF ANY PRINCIPAL OR INTEREST DUE AND PAYABLE OR TO BECOME DUE AND PAYABLE FROM THE COMPANY TO EACH LENDER HEREUNDER AND (iii) THE AMOUNT OF ANY SUM RECEIVED BY THE ADMINISTRATIVE AGENT HEREUNDER FOR THE ACCOUNT OF THE LENDERS AND EACH LENDER'S SHARE THEREOF.

THE ENTRIES MADE IN THE ACCOUNTS MAINTAINED PURSUANT TO PARAGRAPH (b) OR (c) OF THIS SECTION SHALL, ABSENT MANIFEST ERROR, BE PRIMA FACIE EVIDENCE OF THE EXISTENCE AND AMOUNTS OF THE OBLIGATIONS RECORDED THEREIN; PROVIDED THAT THE FAILURE OF ANY LENDER OR THE ADMINISTRATIVE AGENT TO MAINTAIN SUCH ACCOUNTS OR ANY ERROR

THEREIN SHALL NOT IN ANY MANNER AFFECT THE OBLIGATION OF THE COMPANY TO REPAY THE LOANS IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

ANY LENDER MAY REQUEST THAT LOANS MADE BY IT BE EVIDENCED BY A PROMISSORY NOTE. IN SUCH EVENT, THE COMPANY SHALL PREPARE, EXECUTE AND DELIVER TO SUCH LENDER A NON-NEGOTIABLE PROMISSORY NOTE SUBSTANTIALLY IN THE FORM ATTACHED AS EXHIBIT B (A "NOTE") PAYABLE TO THE ORDER OF SUCH LENDER (OR, IF REQUESTED BY SUCH LENDER, TO SUCH LENDER AND ITS PERMITTED REGISTERED ASSIGNS). THEREAFTER, THE LOANS EVIDENCED BY SUCH NOTE AND INTEREST THEREON SHALL AT ALL TIMES (INCLUDING AFTER ASSIGNMENT PURSUANT TO SECTION 9.04) BE REPRESENTED BY ONE OR MORE NOTES PAYABLE TO THE ORDER OF THE PAYEE NAMED THEREIN (OR, IF SUCH NOTE IS A REGISTERED NOTE, TO SUCH PAYEE AND ITS PERMITTED REGISTERED ASSIGNS).

SECTION II.9. Prepayment of Loans. (a) The Company shall have the right at any time and from time to time to prepay any Borrowing made by it in whole or in part, subject to prior notice in accordance with paragraph (b) of this Section; provided that the Company shall not have the right to prepay any Competitive Loan without the prior consent of the Lender thereof.

THE COMPANY SHALL NOTIFY THE ADMINISTRATIVE AGENT BY TELEPHONE (CONFIRMED BY TELECOPY) OF ANY PREPAYMENT HEREUNDER (i) IN THE CASE OF PREPAYMENT OF A EURODOLLAR REVOLVING BORROWING, NOT LATER THAN 11:00 A.M., NEW YORK CITY TIME, THREE BUSINESS DAYS BEFORE THE DATE OF PREPAYMENT AND (ii) IN THE CASE OF PREPAYMENT OF AN ABR REVOLVING BORROWING, NOT LATER THAN 11:00 A.M., NEW YORK CITY TIME, ONE BUSINESS DAY BEFORE THE DATE OF PREPAYMENT. EACH SUCH NOTICE SHALL BE IRREVOCABLE AND SHALL SPECIFY THE PREPAYMENT DATE AND THE PRINCIPAL AMOUNT OF EACH BORROWING OR PORTION THEREOF TO BE PREPAID; PROVIDED THAT, IF A NOTICE OF PREPAYMENT IS GIVEN IN CONNECTION WITH A CONDITIONAL NOTICE OF TERMINATION OF THE COMMITMENTS AS CONTEMPLATED BY SECTION 2.07, THEN SUCH NOTICE OF PREPAYMENT MAY BE REVOKED IF SUCH NOTICE OF TERMINATION IS REVOKED IN ACCORDANCE WITH SECTION 2.07. PROMPTLY FOLLOWING RECEIPT OF ANY SUCH NOTICE RELATING TO A REVOLVING BORROWING, THE ADMINISTRATIVE AGENT SHALL ADVISE THE LENDERS OF THE CONTENTS THEREOF. EACH PARTIAL PREPAYMENT OF ANY REVOLVING BORROWING SHALL BE IN AN AMOUNT THAT WOULD BE PERMITTED IN THE CASE OF AN ADVANCE OF A REVOLVING BORROWING OF THE SAME TYPE AS PROVIDED IN SECTION 2.02. EACH PREPAYMENT OF A REVOLVING BORROWING SHALL BE APPLIED RATABLY TO THE LOANS INCLUDED IN THE PREPAID BORROWING. PREPAYMENTS SHALL BE ACCOMPANIED BY ACCRUED INTEREST TO THE EXTENT REQUIRED BY SECTION 2.11.

SECTION II.10. Fees. (a) The Company agrees to pay to the Administrative Agent for the account of each Lender a facility fee, (the "Facility Fee") which shall accrue at the Applicable Facility Fee Rate on the daily amount of the Commitment of such Lender (whether used or unused) during the period from and including the date hereof to but excluding the date on which such Commitment terminates; provided that, if such Lender continues to have any Revolving Credit Exposure after its Commitment terminates, then such Facility Fee shall continue to accrue on the daily amount of such Lender's Revolving Credit Exposure from and including the date on which its Commitment terminates to but excluding the date on which such Lender ceases to have any Revolving Credit Exposure. Accrued Facility Fees shall be payable in arrears on the last day of March, June, September and December of each year and on the date on which the Commitments terminate, commencing on the first such date to occur after the date hereof; provided that any Facility Fees accruing after the date on which the Commitments terminate shall be payable on demand. All Facility 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).

FOR ANY DAY THAT THE AGGREGATE PRINCIPAL AMOUNT OF THE LOANS OUTSTANDING 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 OUTSTANDING REVOLVING LOANS ON SUCH DATE. THE UTILIZATION FEE SHALL ACCRUE, TO THE EXTENT APPLICABLE, AT ALL TIMES FROM THE THIRD AMENDED AND RESTATED EFFECTIVE DATE UNTIL THE MATURITY DATE AND SHALL BE PAYABLE IN ARREARS ON THE LAST DAY OF MARCH, JUNE, SEPTEMBER AND DECEMBER OF EACH YEAR AND ON THE MATURITY DATE APPLICABLE TO EACH LOAN, COMMENCING ON THE FIRST SUCH DATE TO OCCUR AFTER THE DATE HEREOF. ALL UTILIZATION 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).

THE COMPANY AGREES TO PAY TO THE ADMINISTRATIVE AGENT AND EACH OF THE LENDERS, FOR THEIR OWN ACCOUNTS, FEES PAYABLE IN THE AMOUNTS AND AT THE TIMES SEPARATELY AGREED UPON BETWEEN THE COMPANY AND SUCH OTHER PARTIES.

ALL FEES PAYABLE HEREUNDER SHALL BE PAID ON THE DATES DUE, IN IMMEDIATELY AVAILABLE FUNDS, TO THE ADMINISTRATIVE AGENT (OR TO EACH OF THE LENDERS, IN THE CASE OF FEES PAYABLE TO IT) FOR DISTRIBUTION, IN THE CASE OF FACILITY FEES AND/OR UTILIZATION FEES, TO THE LENDERS; PROVIDED, THAT WITH RESPECT TO ALLOCATING FACILITY FEES, THE ADMINISTRATIVE AGENT WILL TAKE INTO ACCOUNT THE CHANGES IN THE COMMITMENTS AND ADJUSTMENTS TO PRO RATA SHARES OF THE LENDERS MADE HEREIN AND IN THE PRIOR CREDIT AGREEMENTS. ABSENT MANIFEST ERROR, FEES PAID SHALL NOT BE REFUNDABLE UNDER ANY CIRCUMSTANCES.

SECTION II.11. Interest. (a) The Loans comprising each ABR Borrowing shall bear interest at a rate per annum equal to the Alternate Base Rate.

THE LOANS COMPRISING EACH EURODOLLAR BORROWING SHALL BEAR INTEREST AT A RATE PER ANNUM EQUAL TO (i) IN THE CASE OF A EURODOLLAR REVOLVING LOAN, THE ADJUSTED LIBO RATE FOR THE INTEREST PERIOD IN EFFECT FOR SUCH BORROWING PLUS THE APPLICABLE MARGIN OR (ii) IN THE CASE OF A EURODOLLAR COMPETITIVE LOAN, THE LIBO RATE FOR THE INTEREST PERIOD IN EFFECT FOR SUCH BORROWING PLUS (OR MINUS, AS APPLICABLE) THE MARGIN APPLICABLE TO SUCH LOAN.

(b) Each Fixed Rate Loan shall bear interest at a rate per annum equal to the Fixed Rate applicable to such Loan.

NOTWITHSTANDING THE FOREGOING, IF ANY PRINCIPAL OF OR INTEREST ON ANY LOAN OR ANY FEE OR OTHER AMOUNT PAYABLE BY THE COMPANY HEREUNDER IS NOT PAID WHEN DUE, WHETHER AT STATED MATURITY, UPON ACCELERATION OR OTHERWISE, SUCH OVERDUE AMOUNT SHALL BEAR INTEREST, AFTER AS WELL AS BEFORE JUDGMENT, AT A RATE PER ANNUM EQUAL TO (i) IN THE CASE OF OVERDUE PRINCIPAL OF ANY LOAN, 2% PLUS THE RATE OTHERWISE APPLICABLE TO SUCH LOAN AS PROVIDED ABOVE OR (ii) IN THE CASE OF ANY OTHER AMOUNT, 2% PLUS THE RATE APPLICABLE TO ABR LOANS AS PROVIDED ABOVE.

ACCRUED INTEREST ON EACH LOAN SHALL BE PAYABLE IN ARREARS ON EACH INTEREST PAYMENT DATE FOR SUCH LOAN; PROVIDED THAT (i) INTEREST ACCRUED PURSUANT TO PARAGRAPH (d) OF THIS SECTION SHALL BE PAYABLE ON DEMAND, (ii) IN THE EVENT OF ANY REPAYMENT OR PREPAYMENT OF ANY LOAN (OTHER THAN A PREPAYMENT OF AN ABR REVOLVING LOAN PRIOR TO THE END OF THE AVAILABILITY PERIOD), ACCRUED INTEREST ON THE PRINCIPAL AMOUNT repaid OR PREPAID SHALL BE PAYABLE ON THE DATE OF SUCH REPAYMENT OR PREPAYMENT, (iii) IN THE EVENT OF ANY CONVERSION OF ANY EURODOLLAR REVOLVING LOAN PRIOR TO THE END OF THE CURRENT INTEREST PERIOD THEREFOR, ACCRUED INTEREST ON SUCH LOAN SHALL BE PAYABLE ON THE EFFECTIVE DATE OF SUCH CONVERSION AND (iv) ALL ACCRUED INTEREST ON SUCH LOAN SHALL BE PAYABLE ON THE MATURITY DATE

APPLICABLE TO SUCH LOAN.

ALL INTEREST HEREUNDER SHALL BE COMPUTED ON THE BASIS OF A YEAR OF 360 DAYS, EXCEPT THAT INTEREST COMPUTED BY REFERENCE TO THE ALTERNATE BASE RATE AT TIMES WHEN THE ALTERNATE BASE RATE IS BASED ON THE PRIME RATE, SHALL BE COMPUTED ON THE BASIS OF A YEAR OF 365 DAYS (OR 366 DAYS IN A LEAP YEAR), AND SHALL BE PAYABLE FOR THE ACTUAL NUMBER OF DAYS ELAPSED (INCLUDING THE FIRST DAY BUT EXCLUDING THE LAST DAY). THE APPLICABLE ALTERNATE BASE RATE, ADJUSTED LIBO RATE OR LIBO RATE SHALL BE DETERMINED BY THE ADMINISTRATIVE AGENT, AND SUCH DETERMINATION SHALL BE CONCLUSIVE ABSENT MANIFEST ERROR.

SECTION II.12. Alternate Rate of Interest. If prior to the commencement of any Interest Period for a Eurodollar Borrowing:

(a) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate or the LIBO Rate, as applicable, for such Interest Period; or

(b) the Administrative Agent is advised by the Required Lenders (or, in the case of a Eurodollar Competitive Loan, the Lender that is required to make such Loan) that because of a change in circumstances affecting the eurodollar market generally the Adjusted LIBO Rate or the LIBO Rate, as applicable, for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Company and the Lenders by telephone or telecopy as promptly as practicable thereafter and, until the Administrative Agent notifies the Company and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Revolving Borrowing to, or continuation of any Revolving Borrowing as, a Eurodollar Borrowing shall be ineffective, (ii) if any Borrowing Request requests a Eurodollar Revolving Borrowing, such Borrowing shall be made as an ABR Borrowing and (iii) any request by the Company for a Eurodollar Competitive Borrowing shall be ineffective; provided that (A) if the circumstances giving rise to such notice do not affect all the Lenders, then requests by the Company for Eurodollar Competitive Borrowings may be made to Lenders that are not affected thereby and (B) if the circumstances giving rise to such notice affect only one Type of Borrowings, then the other Type of Borrowings shall be permitted.

SECTION II.13. Increased Costs. (a) If any Change in Law shall:

IMPOSE, MODIFY OR DEEM APPLICABLE ANY RESERVE, SPECIAL DEPOSIT OR SIMILAR REQUIREMENT AGAINST ASSETS OF, DEPOSITS WITH OR FOR THE ACCOUNT OF, OR CREDIT EXTENDED BY, ANY LENDER (EXCEPT ANY SUCH RESERVE REQUIREMENT REFLECTED IN THE ADJUSTED LIBO RATE); OR

IMPOSE ON ANY LENDER OR THE LONDON INTERBANK MARKET ANY OTHER CONDITION AFFECTING THIS AGREEMENT OR EURODOLLAR LOANS OR FIXED RATE LOANS MADE BY SUCH LENDER;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Eurodollar Loan or Fixed Rate Loan (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or otherwise), then the Company will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

IF ANY LENDER DETERMINES THAT ANY CHANGE IN LAW REGARDING CAPITAL REQUIREMENTS HAS OR WOULD HAVE THE EFFECT OF REDUCING THE RATE OF RETURN ON SUCH LENDER'S CAPITAL OR ON THE CAPITAL OF SUCH LENDER'S HOLDING COMPANY, IF ANY, AS A CONSEQUENCE OF THIS AGREEMENT OR THE LOANS MADE BY, SUCH LENDER, TO A LEVEL BELOW THAT WHICH SUCH LENDER OR SUCH LENDER'S HOLDING COMPANY COULD HAVE ACHIEVED BUT FOR SUCH CHANGE IN LAW (TAKING INTO CONSIDERATION SUCH LENDER'S POLICIES AND THE POLICIES OF SUCH LENDER'S HOLDING COMPANY WITH RESPECT TO CAPITAL ADEQUACY), THEN FROM TIME TO TIME THE COMPANY WILL PAY TO SUCH LENDER SUCH ADDITIONAL AMOUNT OR AMOUNTS AS WILL COMPENSATE SUCH LENDER OR SUCH LENDER'S HOLDING COMPANY FOR ANY SUCH REDUCTION SUFFERED.

A CERTIFICATE OF A LENDER SETTING FORTH THE AMOUNT OR AMOUNTS NECESSARY TO COMPENSATE SUCH LENDER OR ITS HOLDING COMPANY, AS THE CASE MAY BE, AS SPECIFIED IN PARAGRAPH (a) OR (b) OF THIS SECTION SHALL BE DELIVERED TO THE COMPANY AND SHALL BE CONCLUSIVE ABSENT MANIFEST ERROR. THE COMPANY SHALL PAY SUCH LENDER THE AMOUNT SHOWN AS DUE ON ANY SUCH CERTIFICATE WITHIN 10 DAYS AFTER RECEIPT THEREOF.

FAILURE OR DELAY ON THE PART OF ANY LENDER TO DEMAND COMPENSATION PURSUANT TO THIS SECTION SHALL NOT CONSTITUTE A WAIVER OF SUCH LENDER'S RIGHT TO DEMAND SUCH COMPENSATION; PROVIDED THAT THE COMPANY SHALL NOT BE REQUIRED TO COMPENSATE A LENDER PURSUANT TO THIS SECTION FOR ANY INCREASED COSTS OR REDUCTIONS INCURRED MORE THAN THREE MONTHS PRIOR TO THE DATE THAT SUCH LENDER NOTIFIES THE COMPANY OF THE CHANGE IN LAW GIVING RISE TO SUCH INCREASED COSTS OR REDUCTIONS AND OF

SUCH LENDER'S INTENTION TO CLAIM COMPENSATION THEREFOR; PROVIDED, FURTHER THAT, IF THE CHANGE IN LAW GIVING RISE TO SUCH INCREASED COSTS OR REDUCTIONS IS RETROACTIVE, THEN THE THREE-MONTH PERIOD REFERRED TO ABOVE SHALL BE EXTENDED TO INCLUDE THE PERIOD OF RETROACTIVE EFFECT THEREOF.

(b) Notwithstanding the foregoing provisions of this Section, a Lender shall not be entitled to compensation pursuant to this Section in respect of any Competitive Loan if the Change in Law that would otherwise entitle it to such compensation shall have been publicly announced prior to submission of the Competitive Bid pursuant to which such Loan was made.

SECTION II.14. Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan or Fixed Rate Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Revolving Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice is permitted to be revocable under Section 2.09(b) and is revoked in accordance herewith), (d) the failure to borrow any Competitive Loan after accepting the Competitive Bid to make such Loan, or (e) the assignment of any Eurodollar Loan or Fixed Rate Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Company pursuant to Section 2.17, then, in any such event, the Company shall compensate each Lender for the loss, cost and expense attributable to such event. In the case of a Eurodollar Loan, the loss to any Lender attributable to any such event shall be deemed to include an amount determined by such Lender to be equal to the excess, if any, of (i) the amount of interest that such Lender would pay for a deposit equal to the principal amount of such Loan for the period from the date of such payment, conversion, failure or assignment to the last day of the then current Interest Period for such Loan (or, in the case of a failure to borrow, convert or continue, the duration of the Interest Period that would have resulted from such borrowing, conversion or continuation) if the interest rate payable on such deposit were equal to the Adjusted LIBO Rate for such Interest Period, over (ii) the amount of interest that such Lender would earn on such principal amount for such period if such Lender were to invest such principal amount for such period at the interest rate that would be bid by such Lender (or an affiliate of such Lender) for dollar deposits from other banks in the eurodollar market at the commencement of such period. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Company and shall be conclusive absent manifest error. The Company shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

SECTION II.15. Taxes. (a) Any and all payments by or on account of any obligation of the Company hereunder shall be made free and clear of and without deduction for any Indemnified Taxes or Other Taxes; provided that if the Company shall be required to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions

applicable to additional sums payable under this Section) the Administrative Agent or Lender (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Company shall make such deductions and (iii) the Company shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

IN ADDITION, THE COMPANY SHALL PAY ANY OTHER TAXES TO THE RELEVANT GOVERNMENTAL AUTHORITY IN ACCORDANCE WITH APPLICABLE LAW.

THE COMPANY SHALL INDEMNIFY THE ADMINISTRATIVE AGENT AND EACH LENDER, WITHIN 10 DAYS AFTER WRITTEN DEMAND THEREFOR, FOR THE FULL AMOUNT OF ANY INDEMNIFIED TAXES OR OTHER TAXES (INCLUDING INDEMNIFIED TAXES OR OTHER TAXES IMPOSED OR ASSERTED ON OR ATTRIBUTABLE TO AMOUNTS PAYABLE UNDER THIS SECTION) PAID BY THE ADMINISTRATIVE AGENT OR SUCH LENDER, AS THE CASE MAY BE, AND ANY PENALTIES, INTEREST AND REASONABLE EXPENSES ARISING THEREFROM OR WITH RESPECT THERETO, WHETHER OR NOT SUCH INDEMNIFIED TAXES OR OTHER TAXES WERE CORRECTLY OR LEGALLY IMPOSED OR ASSERTED BY THE RELEVANT GOVERNMENTAL AUTHORITY. A CERTIFICATE AS TO THE AMOUNT OF SUCH PAYMENT OR LIABILITY DELIVERED TO THE COMPANY BY A LENDER, OR BY THE ADMINISTRATIVE AGENT ON ITS OWN BEHALF OR ON BEHALF OF A LENDER, SHALL BE CONCLUSIVE ABSENT MANIFEST ERROR.

AS SOON AS PRACTICABLE AFTER ANY PAYMENT OF INDEMNIFIED TAXES OR OTHER TAXES BY THE COMPANY TO A GOVERNMENTAL AUTHORITY, THE COMPANY SHALL DELIVER TO THE ADMINISTRATIVE AGENT THE ORIGINAL OR A CERTIFIED COPY OF A RECEIPT ISSUED BY SUCH GOVERNMENTAL AUTHORITY EVIDENCING SUCH PAYMENT, A COPY OF THE RETURN REPORTING SUCH PAYMENT OR OTHER EVIDENCE OF SUCH PAYMENT REASONABLY SATISFACTORY TO THE ADMINISTRATIVE AGENT.

ANY FOREIGN LENDER THAT IS ENTITLED TO AN EXEMPTION FROM OR REDUCTION OF WITHHOLDING TAX UNDER THE LAW OF THE JURISDICTION IN WHICH THE COMPANY IS LOCATED, OR ANY TREATY TO WHICH SUCH JURISDICTION IS A PARTY, WITH RESPECT TO PAYMENTS UNDER THIS AGREEMENT SHALL, UPON REQUEST OF THE COMPANY, DELIVER TO THE COMPANY (WITH A COPY TO THE ADMINISTRATIVE AGENT), AT THE TIME OR TIMES PRESCRIBED BY APPLICABLE LAW OR REASONABLY REQUESTED BY THE COMPANY, SUCH PROPERLY COMPLETED AND EXECUTED DOCUMENTATION PRESCRIBED BY APPLICABLE LAW AS WILL PERMIT SUCH PAYMENTS TO BE MADE WITHOUT WITHHOLDING OR AT A REDUCED RATE.

SECTION II.16. Payments Generally; Pro Rata Treatment;

Sharing of Set-offs. (a) The Company shall make each payment required to be made by it hereunder (whether of principal, interest or fees, or under Section 2.13, 2.14 or 2.15, or otherwise) prior to 12:00 Noon, New York City time, on the date when due in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices at One Chase Manhattan Plaza, 8th Floor, New York, New York 10081, except that payments pursuant to Sections 2.13, 2.14, 2.15 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in dollars.

IF AT ANY TIME INSUFFICIENT FUNDS ARE RECEIVED BY AND AVAILABLE TO THE ADMINISTRATIVE AGENT TO PAY FULLY ALL AMOUNTS OF PRINCIPAL, INTEREST AND FEES THEN DUE HEREUNDER, SUCH FUNDS SHALL BE APPLIED (i) FIRST, TO PAY INTEREST AND FEES THEN DUE HEREUNDER, RATABLELY AMONG THE PARTIES ENTITLED THERETO IN ACCORDANCE WITH THE AMOUNTS OF INTEREST AND FEES THEN DUE TO SUCH PARTIES, AND (ii) SECOND, TO PAY PRINCIPAL THEN DUE HEREUNDER, RATABLELY AMONG THE PARTIES ENTITLED THERETO IN ACCORDANCE WITH THE AMOUNTS OF PRINCIPAL THEN DUE TO SUCH PARTIES.

IF ANY LENDER SHALL, BY EXERCISING ANY RIGHT OF SET-OFF OR COUNTERCLAIM OR OTHERWISE, OBTAIN PAYMENT IN RESPECT OF ANY PRINCIPAL OF OR INTEREST ON ANY OF ITS REVOLVING LOANS RESULTING IN SUCH LENDER RECEIVING PAYMENT OF A GREATER PROPORTION OF THE AGGREGATE AMOUNT OF ITS REVOLVING LOANS AND ACCRUED INTEREST THEREON THAN THE PROPORTION RECEIVED BY ANY OTHER LENDER, THEN THE LENDER RECEIVING SUCH GREATER PROPORTION SHALL PURCHASE (FOR CASH AT FACE VALUE) PARTICIPATIONS IN THE REVOLVING LOANS OF OTHER LENDERS TO THE EXTENT NECESSARY SO THAT THE BENEFIT OF ALL SUCH PAYMENTS SHALL BE SHARED BY THE LENDERS RATABLELY IN ACCORDANCE WITH THE AGGREGATE AMOUNT OF PRINCIPAL OF AND ACCRUED INTEREST ON THEIR RESPECTIVE REVOLVING LOANS; PROVIDED THAT (i) IF ANY SUCH PARTICIPATIONS ARE PURCHASED AND ALL OR ANY PORTION OF THE PAYMENT GIVING RISE THERETO IS RECOVERED, SUCH PARTICIPATIONS SHALL BE RESCINDED AND THE PURCHASE PRICE RESTORED TO THE EXTENT OF SUCH RECOVERY, WITHOUT INTEREST, AND (ii) THE PROVISIONS OF THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO ANY PAYMENT MADE BY THE COMPANY PURSUANT TO AND IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT OR ANY PAYMENT OBTAINED BY A LENDER AS CONSIDERATION FOR THE ASSIGNMENT OF OR SALE OF A PARTICIPATION IN ANY OF ITS LOANS TO ANY ASSIGNEE OR PARTICIPANT, OTHER THAN TO THE

COMPANY OR ANY SUBSIDIARY OR AFFILIATE THEREOF (AS TO WHICH THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY). THE COMPANY CONSENTS TO THE FOREGOING AND AGREES, TO THE EXTENT IT MAY EFFECTIVELY DO SO UNDER APPLICABLE LAW, THAT ANY LENDER ACQUIRING A PARTICIPATION PURSUANT TO THE FOREGOING ARRANGEMENTS MAY EXERCISE AGAINST THE COMPANY RIGHTS OF SET-OFF AND COUNTERCLAIM WITH RESPECT TO SUCH PARTICIPATION AS FULLY AS IF SUCH LENDER WERE A DIRECT CREDITOR OF THE COMPANY IN THE AMOUNT OF SUCH PARTICIPATION.

UNLESS THE ADMINISTRATIVE AGENT SHALL HAVE RECEIVED NOTICE FROM THE COMPANY PRIOR TO THE DATE ON WHICH ANY PAYMENT IS DUE TO THE ADMINISTRATIVE AGENT FOR THE ACCOUNT OF THE LENDERS HEREUNDER THAT THE COMPANY WILL NOT MAKE SUCH PAYMENT, THE ADMINISTRATIVE AGENT MAY ASSUME THAT THE COMPANY HAS MADE SUCH PAYMENT ON SUCH DATE IN ACCORDANCE HERewith AND MAY, IN RELIANCE UPON SUCH ASSUMPTION, DISTRIBUTE TO THE LENDERS THE AMOUNT DUE. IN SUCH EVENT, IF THE COMPANY HAS NOT IN FACT MADE SUCH PAYMENT, THEN EACH OF THE LENDERS SEVERALLY AGREES TO REPAY TO THE ADMINISTRATIVE AGENT FORTHWITH ON DEMAND THE AMOUNT SO DISTRIBUTED TO SUCH LENDER WITH INTEREST THEREON, FOR EACH DAY FROM AND INCLUDING THE DATE SUCH AMOUNT IS DISTRIBUTED TO IT TO BUT EXCLUDING THE DATE OF PAYMENT TO THE ADMINISTRATIVE AGENT, AT THE FEDERAL FUNDS EFFECTIVE RATE.

IF ANY LENDER SHALL FAIL TO MAKE ANY PAYMENT REQUIRED TO BE MADE BY IT PURSUANT TO SECTION 2.05(b) OR 2.16(d), THEN THE ADMINISTRATIVE AGENT MAY, IN ITS DISCRETION (NOTWITHSTANDING ANY CONTRARY PROVISION HEREOF), APPLY ANY AMOUNTS THEREAFTER RECEIVED BY THE ADMINISTRATIVE AGENT FOR THE ACCOUNT OF SUCH LENDER TO SATISFY SUCH LENDER'S OBLIGATIONS UNDER SUCH SECTIONS UNTIL ALL SUCH UNSATISFIED OBLIGATIONS ARE FULLY PAID.

SECTION II.17. Mitigation Obligations; Replacement of

Lenders. (a) If any Lender requests compensation under Section 2.13, or if the Company is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.15, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.13 or 2.15, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Company hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

IF ANY LENDER REQUESTS COMPENSATION UNDER SECTION 2.13, OR IF THE COMPANY IS

REQUIRED TO PAY ANY ADDITIONAL AMOUNT TO ANY LENDER OR ANY GOVERNMENTAL AUTHORITY FOR THE ACCOUNT OF ANY LENDER PURSUANT TO SECTION 2.15, OR IF ANY LENDER DEFAULTS IN ITS OBLIGATION TO FUND LOANS HEREUNDER, THEN THE COMPANY MAY, AT ITS SOLE EXPENSE AND EFFORT, UPON NOTICE TO SUCH LENDER AND THE ADMINISTRATIVE AGENT, REQUIRE SUCH LENDER TO ASSIGN AND DELEGATE, WITHOUT RECOURSE (IN ACCORDANCE WITH AND SUBJECT TO THE RESTRICTIONS CONTAINED IN SECTION 9.04), ALL ITS INTERESTS, RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN ANY OUTSTANDING COMPETITIVE LOANS HELD BY IT) TO AN ASSIGNEE THAT SHALL ASSUME SUCH OBLIGATIONS (WHICH ASSIGNEE MAY BE ANOTHER LENDER, IF A LENDER ACCEPTS SUCH ASSIGNMENT); PROVIDED THAT (i) THE COMPANY SHALL HAVE RECEIVED THE PRIOR WRITTEN CONSENT OF THE ADMINISTRATIVE AGENT, WHICH CONSENT SHALL NOT UNREASONABLY BE WITHHELD, (ii) SUCH LENDER SHALL HAVE RECEIVED PAYMENT OF AN AMOUNT EQUAL TO THE OUTSTANDING PRINCIPAL OF ITS LOANS (OTHER THAN COMPETITIVE LOANS), ACCRUED INTEREST THEREON, ACCRUED FEES AND ALL OTHER AMOUNTS PAYABLE TO IT HEREUNDER, FROM THE ASSIGNEE (TO THE EXTENT OF SUCH OUTSTANDING PRINCIPAL AND ACCRUED INTEREST AND FEES) OR THE COMPANY (IN THE CASE OF ALL OTHER AMOUNTS) AND (iii) IN THE CASE OF ANY SUCH ASSIGNMENT RESULTING FROM A CLAIM FOR COMPENSATION UNDER SECTION 2.13 OR PAYMENTS REQUIRED TO BE MADE PURSUANT TO SECTION 2.15, SUCH ASSIGNMENT WILL RESULT IN A REDUCTION IN SUCH COMPENSATION OR PAYMENTS. A LENDER SHALL NOT BE REQUIRED TO MAKE ANY SUCH ASSIGNMENT AND DELEGATION IF, PRIOR THERETO, AS A RESULT OF A WAIVER BY SUCH LENDER OR OTHERWISE, THE CIRCUMSTANCES ENTITLING THE COMPANY TO REQUIRE SUCH ASSIGNMENT AND DELEGATION CEASE TO APPLY.

SECTION II.18. Extension of Initial Maturity Date. The Company may, by written notice to the Administrative Agent no less than 30 days nor more than 40 days prior to the Initial Maturity Date, elect that the Initial Maturity Date for no more than \$500,000,000 of the outstanding amount of Loans drawn hereunder be extended to a date which is 364 days after the Initial Maturity Date. Upon receipt of such notice, the Administrative Agent shall promptly give notice to each Lender of the Company's election to extend the Initial Maturity Date. During the period that the Initial Maturity Date is extended, any Loans repaid or prepaid by the Company may not be reborrowed.

ARTICLE III

Representations and Warranties

The Company represents and warrants to each of the Lenders as follows (which representations and warranties will be deemed made by the Company on the date of each Borrowing by the Company hereunder, the date of conversion or continuation of any Interest Period with respect to any Loan pursuant to Section 2.06 and each Interest Payment Date in respect of any ABR Loan):

SECTION III.1. Corporate Existence and Power; Compliance with Law. The Company is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation. The Company is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except where the failure to do so, individually or in the aggregate, does not constitute a Material Adverse Effect.

SECTION III.2. Corporate Authority. The execution, delivery and performance by the Company of this Agreement and each Note executed by the Company have been duly authorized by all necessary corporate action and are within the Company's corporate power, do not require the approval of the shareholders of the Company, and will not violate any provision of law or of its certificate of incorporation or other constitutive document or by-laws, or result in the breach of or constitute a default or require any consent under, or result in the creation of any lien, charge or encumbrance upon any property or assets of the Company pursuant to, any indenture or other agreement or instrument to which the Company is a party or by which the Company or its property may be bound or affected. The execution, delivery and performance by the Company of this Agreement and each Note executed by the Company do not require any license, consent or approval of or advance notice to or advance filing with any governmental agency or regulatory authority or any other third party, or if required, any such license, consent or approval shall have been obtained and any such notice or filing shall have been made.

SECTION III.3. Enforceability. This Agreement is, and each Note when delivered by the Company hereunder will be, duly executed and delivered by the Company and does or will constitute the legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective 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.

SECTION III.4. Financial Condition. The audited consolidated financial statements of the Company for the fiscal year ended December 31, 1999, reported on by Ernst & Young, LLP, heretofore furnished to the Lenders fairly present in all material respects the consolidated financial condition of the Company and its Consolidated Subsidiaries as at the date thereof and the results of their operations for the period covered thereby. The unaudited interim consolidated financial statements of the Company for the quarterly period ended September 30, 2000, heretofore furnished to the Lenders fairly present in all material respects the consolidated financial condition of the Company and its Consolidated Subsidiaries as at the date thereof and the results of their operations for the period covered thereby (subject to normal year-end audit adjustments). Said financial statements were prepared in accordance with GAAP. Since December 31, 1999, there has been no Material Adverse Effect.

SECTION III.5. Litigation. There are no suits or proceedings (including proceedings by or before any arbitrator, government commission, board, bureau or other

administrative agency) pending or, to the knowledge of the Company, threatened against or affecting the Company or any of its Consolidated Subsidiaries that constitute a Material Adverse Effect.

SECTION III.6. ERISA. The Company has fulfilled its obligations under the minimum funding standards of ERISA and the Code with respect to each employee benefit plan of the Company subject to such standards and is in compliance in all material respects with the applicable provisions of ERISA, and has not incurred any liability to the PBGC or any employee benefit plan of the Company under Title IV of ERISA other than a liability to the PBGC for premiums under Section 4007 of ERISA.

SECTION III.7. Environmental Matters. Each of the Company and its Consolidated Subsidiaries has obtained all permits, licenses and other authorizations which are required under all Environmental Laws, including laws relating to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes into the environment (including, without limitation, ambient air, surface water, ground water or land), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemical, or industrial, toxic or hazardous substances or wastes, except to the extent failure to have any such permit, license or authorization does not constitute a Material Adverse Effect. The Company and its Consolidated Subsidiaries are in compliance with all terms and conditions of all required permits, licenses and authorizations, and are also in compliance with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables, contained in those laws or contained in any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder, except to the extent failure to comply does not constitute a Material Adverse Effect.

SECTION III.8. Federal Regulations. No part of the proceeds of any Loans will be used for any purpose which violates the provisions of the Regulations of the Board including, without limitation, Regulations T, U and X of the Board as in effect from time to time.

SECTION III.9. Investment and Holding Company Status. Neither the Company nor any of its Consolidated Subsidiaries is (a) an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940 or (b) a "holding company" as defined in, or subject to regulation under, the Public Utility Holding Company Act of 1935.

SECTION III.10. Scheduled Debt. Schedule 3.10 sets out all of the Debt for borrowed money of the Consolidated Subsidiaries of Company as of the date hereof which the Company, having made all due inquiry is, at the date hereof, aware (the "Scheduled Debt").

ARTICLE IV

Conditions

CONDITIONS TO THIRD AMENDED AND RESTATED EFFECTIVE DATE. The obligations of the Lenders to make Revolving Loans to the Company shall not become effective until the date on which each of the following conditions are satisfied (or waived in accordance with Section 9.02):

THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT SHALL HAVE RECEIVED AT LEAST ONE EXECUTED COUNTERPART OF THIS AGREEMENT AND THE FACILITY B CREDIT AGREEMENT FROM THE COMPANY, THE AGENTS AND THE LENDERS, TOGETHER WITH ARRANGEMENTS SATISFACTORY TO THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT FOR ADDITIONAL EXECUTED COUNTERPARTS, SUFFICIENT IN NUMBER FOR DISTRIBUTION TO THE LENDERS AND THE COMPANY, TOGETHER WITH ALL EXHIBITS THERETO;

THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT SHALL HAVE RECEIVED A FAVORABLE WRITTEN OPINION (ADDRESSED TO THE SYNDICATION AGENT, THE ADMINISTRATIVE AGENT AND THE LENDERS AND DATED THE THIRD AMENDED AND RESTATED EFFECTIVE DATE) OF J. BARCLAY COLLINS, GENERAL COUNSEL TO THE COMPANY, SUBSTANTIALLY IN THE FORM OF EXHIBIT C;

THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT SHALL HAVE RECEIVED DOCUMENTS AND CERTIFICATES RELATING TO THE ORGANIZATION, EXISTENCE AND GOOD STANDING OF THE COMPANY, THE AUTHORIZATION OF THE TRANSACTIONS, THE INCUMBENCY OF THE PERSONS EXECUTING THIS AGREEMENT ON BEHALF OF THE COMPANY AND ANY OTHER LEGAL MATTERS RELATING TO THE COMPANY, THIS AGREEMENT OR THE TRANSACTIONS AS REASONABLY REQUESTED BY THE LENDERS, ALL IN FORM AND SUBSTANCE SATISFACTORY TO THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT;

THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT SHALL HAVE RECEIVED A CERTIFICATE, DATED THE THIRD AMENDED AND RESTATED EFFECTIVE DATE AND SIGNED BY THE PRESIDENT, A VICE PRESIDENT OR A FINANCIAL OFFICER OF THE COMPANY, CONFIRMING COMPLIANCE WITH THE CONDITIONS SET FORTH IN PARAGRAPHS (a) AND (b) OF SECTION 4.02;

THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT AND EACH LENDER (AND ITS AFFILIATES) SHALL HAVE RECEIVED ALL FEES AND OTHER AMOUNTS DUE AND PAYABLE ON OR

PRIOR TO THE THIRD AMENDED AND RESTATED EFFECTIVE DATE, INCLUDING, TO THE EXTENT INVOICED, REIMBURSEMENT OR PAYMENT OF ALL OUT-OF-POCKET EXPENSES REQUIRED TO BE REIMBURSED OR PAID BY THE COMPANY HEREUNDER;

THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT SHALL HAVE RECEIVED EVIDENCE FROM THE ADMINISTRATIVE AGENT UNDER THE EXISTING CREDIT AGREEMENT THAT ALL LOANS OUTSTANDING UNDER THE EXISTING CREDIT AGREEMENT SHALL HAVE BEEN REPAYED, ALL COMMITMENTS THEREUNDER SHALL HAVE BEEN TERMINATED AND THE EXISTING CREDIT AGREEMENT ITSELF SHALL HAVE BEEN CANCELLED AND COMPANY SHALL DELIVER A TERMINATION NOTICE TO THE ADMINISTRATIVE AGENT UNDER THE EXISTING CREDIT AGREEMENT AT LEAST THREE BUSINESS DAYS PRIOR TO THE THIRD AMENDED AND RESTATED EFFECTIVE DATE NOTIFYING THE ADMINISTRATIVE AGENT THEREUNDER THAT THE EXISTING CREDIT AGREEMENT SHALL BE TERMINATED UPON THE THIRD AMENDED AND RESTATED EFFECTIVE DATE;

THE OFFER SHALL HAVE IRREVOCABLY LAPSED AND THE COMPANY SHALL HAVE NO OBLIGATION TO ACQUIRE THE TARGET OR ANY SECURITIES THEREOF;

THE LENDERS SHALL HAVE RECEIVED COPIES OF AND SHALL BE REASONABLY SATISFIED, IN FORM AND SUBSTANCE, WITH THE FINANCIAL STATEMENTS REFERRED TO IN SECTION 3.04, CERTIFIED BY A FINANCIAL OFFICER OF THE COMPANY; AND

THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT SHALL HAVE RECEIVED, WITH A COPY FOR EACH LENDER, A CERTIFICATE OF AN OFFICER OF THE COMPANY ACCEPTABLE TO THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT STATING THAT ALL CONSENTS, AUTHORIZATIONS, NOTICES AND FILINGS REQUIRED OR ADVISABLE IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS ARE IN FULL FORCE AND EFFECT, EXCEPT FOR SUCH CONSENTS, AUTHORIZATIONS, NOTICES AND FILINGS WHICH IF NOT IN FULL FORCE OR EFFECT WOULD NOT REASONABLY BE EXPECTED TO HAVE A MATERIAL ADVERSE EFFECT, AND THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT SHALL HAVE RECEIVED EVIDENCE THEREOF REASONABLY SATISFACTORY TO IT.

CONDITIONS TO EACH BORROWING. The obligation of each Lender to make a Loan to the Company on the occasion of any Borrowing is subject to the satisfaction of the following conditions:

THE REPRESENTATIONS AND WARRANTIES OF THE COMPANY SET FORTH IN THIS AGREEMENT SHALL BE TRUE AND CORRECT ON AND AS OF THE DATE OF SUCH BORROWING.

AT THE TIME OF AND IMMEDIATELY AFTER GIVING EFFECT TO SUCH BORROWING, NO DEFAULT SHALL HAVE OCCURRED AND BE CONTINUING.

Each Borrowing by the Company shall be deemed to constitute a representation and warranty by the Company on the date thereof as to the matters specified in paragraphs (a) and (b) of this Section.

ARTICLE V

Affirmative Covenants

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full, the Company covenants and agrees with the Lenders that:

SECTION V.1. Financial Statements and Other Information.

The Company will furnish to each Lender:

AS SOON AS AVAILABLE AND IN ANY EVENT WITHIN 100 DAYS AFTER THE END OF EACH OF ITS FISCAL YEARS, A COPY OF THE COMPANY'S FORM 10-K FOR SUCH FISCAL YEAR FILED WITH THE SECURITIES AND EXCHANGE COMMISSION CONTAINING A CONSOLIDATED BALANCE SHEET AS AT THE CLOSE OF SUCH FISCAL YEAR, STATEMENTS OF CONSOLIDATED INCOME AND RETAINED EARNINGS AND A STATEMENT OF CONSOLIDATED CASH FLOWS FOR SUCH YEAR, SETTING FORTH IN COMPARATIVE FORM THE CORRESPONDING FIGURES FOR THE PRECEDING FISCAL YEAR AND CERTIFIED BY ERNST & YOUNG, LLP, OR OTHER INDEPENDENT PUBLIC ACCOUNTANTS SELECTED BY THE COMPANY AND SATISFACTORY TO THE LENDERS (AND, IN THE EVENT ANY SUCH FINANCIAL STATEMENTS SHALL NO LONGER BE REQUIRED TO BE INCLUDED IN THE COMPANY'S FORM 10-K, THE COMPANY SHALL NEVERTHELESS FURNISH SUCH FINANCIAL STATEMENTS);

AS SOON AS AVAILABLE AND IN ANY EVENT WITHIN 60 DAYS AFTER THE END OF EACH OF THE FIRST THREE QUARTERS OF EACH OF ITS FISCAL YEARS, A COPY OF THE COMPANY'S FORM 10-Q FOR EACH SUCH QUARTER FILED WITH THE SECURITIES AND EXCHANGE COMMISSION CONTAINING A CONSOLIDATED BALANCE SHEET AS AT THE END OF SUCH QUARTER, A STATEMENT OF CONSOLIDATED INCOME AND A STATEMENT OF CONSOLIDATED CASH FLOWS FOR SUCH PERIOD, PREPARED ON A BASIS CONSISTENT WITH THE CORRESPONDING PERIOD OF THE

PRECEDING FISCAL YEAR, EXCEPT AS DISCLOSED IN SAID FINANCIAL STATEMENTS OR OTHERWISE DISCLOSED TO THE LENDERS IN WRITING, AND CERTIFIED BY A FINANCIAL OFFICER OF THE COMPANY, SUBJECT HOWEVER, TO YEAR-END AND AUDIT ADJUSTMENTS (AND, IN THE EVENT SUCH FINANCIAL STATEMENTS OF THE COMPANY SHALL NO LONGER BE REQUIRED TO BE INCLUDED IN FORM 10-Q, THE COMPANY SHALL NEVERTHELESS FURNISH SUCH FINANCIAL STATEMENTS);

WITHIN 120 DAYS AFTER THE END OF EACH FISCAL YEAR OF THE COMPANY, A CERTIFICATE OF THE INDEPENDENT PUBLIC ACCOUNTANTS REFERRED TO IN PARAGRAPH (a) ABOVE AS TO WHETHER, DURING THE COURSE OF THEIR EXAMINATION OF THE COMPANY'S FINANCIAL STATEMENTS, THEY OBTAINED ANY KNOWLEDGE OF ANY DEFAULT, INSOFAR AS SUCH DEFAULT INVOLVES ACCOUNTING MATTERS;

WITHIN 120 DAYS AFTER THE END OF EACH FISCAL YEAR OF THE COMPANY AND WITHIN 60 DAYS AFTER THE END OF EACH OF THE FIRST THREE QUARTERS OF EACH FISCAL YEAR OF THE COMPANY, A STATEMENT, SIGNED BY A FINANCIAL OFFICER OF THE COMPANY, SETTING FORTH THE COMPUTATIONS OF THE COMPANY CAPITALIZATION RATIO AND THE COMPANY SUBSIDIARY DEBT RATIO AS OF THE END OF EACH SUCH FISCAL YEAR AND EACH SUCH QUARTER;

PROMPTLY AFTER THE SENDING OR FILING THEREOF, COPIES OF ALL PROXY STATEMENTS, FINANCIAL STATEMENTS AND REGULAR OR SPECIAL REPORTS (OTHER THAN REPORTS ON FORM 10-K AND FORM 10-Q BUT INCLUDING THOSE ON FORM 8-K) AND REGISTRATION STATEMENTS UNDER THE SECURITIES ACT OF 1933, AS AMENDED (OTHER THAN THOSE ON FORM S-8 OR ANY SUCCESSOR FORM RELATING TO THE REGISTRATION OF SECURITIES OFFERED PURSUANT TO ANY EMPLOYEE BENEFIT PLAN) WHICH THE COMPANY SENDS TO ITS STOCKHOLDERS OR FILES WITH THE SECURITIES AND EXCHANGE COMMISSION (OR ANY SUCCESSOR GOVERNMENTAL AUTHORITY);

AS SOON AS AVAILABLE AND IN ANY EVENT WITHIN 120 DAYS AFTER THE END OF EACH FISCAL YEAR OF THE COMPANY, A CONSOLIDATING BALANCE SHEET OF THE COMPANY AND ITS CONSOLIDATED SUBSIDIARIES AS AT THE CLOSE OF SUCH FISCAL YEAR AND CONSOLIDATING STATEMENTS OF INCOME AND RETAINED EARNINGS OF THE COMPANY AND ITS CONSOLIDATED SUBSIDIARIES FOR SUCH YEAR; AND

FROM TIME TO TIME SUCH FURTHER INFORMATION REGARDING THE BUSINESS, AFFAIRS AND

FINANCIAL CONDITION OF THE COMPANY AND ITS SUBSIDIARIES AS THE LENDERS SHALL REASONABLY REQUEST.

SECTION V.2. Notices of Material Events. The Company will furnish to the Administrative Agent and each Lender prompt written notice of the following:

THE OCCURRENCE OF ANY DEFAULT;

THE FILING OR COMMENCEMENT OF ANY ACTION, SUIT OR PROCEEDING BY OR BEFORE ANY ARBITRATOR OR GOVERNMENTAL AUTHORITY AGAINST OR AFFECTING THE COMPANY OR ANY AFFILIATE THEREOF THAT CONSTITUTES A MATERIAL ADVERSE EFFECT; AND

ANY OTHER DEVELOPMENT THAT CONSTITUTES A MATERIAL ADVERSE EFFECT.

Each notice delivered under this Section shall be accompanied by a statement of a Financial Officer or other executive officer of the Company setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION V.3. Existence; Conduct of Business. The Company will, and will cause each of its Consolidated Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises necessary to the conduct of its business, except, in the case of the legal existence of any such Consolidated Subsidiary or any such right, license, permit, privilege or franchise, where the failure to so preserve, renew and keep in full force and effect does not constitute a Material Adverse Effect; provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 6.03.

SECTION V.4. Compliance with Contractual Obligations. The Company will, and will cause each of its Consolidated Subsidiaries to comply with all its Contractual Obligations except to the extent that failure to comply therewith does not, in the aggregate, constitute a Material Adverse Effect.

SECTION V.5. Insurance. The Company will, and will cause each of its Consolidated Subsidiaries to, maintain in full force and effect such policies of insurance in such amounts issued by insurers of recognized responsibility covering the properties and operations of the Company and its Consolidated Subsidiaries as is customarily maintained by corporations engaged in the same or similar business in the localities where the properties and operations are located, including but not limited to insurance in connection with the disposal, handling, storage,

transportation or generation of hazardous materials; provided, however, that nothing shall prevent the Company or any of its Consolidated Subsidiaries from effecting workers' compensation or similar insurance in respect of operations in any state or other jurisdiction through an insurance fund operated by such state or jurisdiction or from maintaining a system or systems of self-insurance covering its properties or operations as provided above to the extent that such self-insurance is customarily effected by corporations engaged in the same or similar businesses similarly situated and is otherwise prudent in the circumstances.

SECTION V.6. Compliance with Laws. The Company will, and will cause each of its Consolidated Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so, individually or in the aggregate, does not constitute a Material Adverse Effect.

SECTION V.7. Use of Proceeds. The proceeds of the Loans will be applied by the Company:

(a) to repay amounts outstanding under the Existing Credit Agreement and to refinance amounts outstanding from time to time under the Company's commercial paper program; and

(b) to meet part of the working capital and general corporate requirements of the Company and its Subsidiaries.

No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X of the Board as in effect from time to time.

ARTICLE VI

Negative Covenants

The Company covenants and agrees with the Lenders that until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder by the Company have been paid in full:

FINANCIAL COVENANT. The Company shall not permit the Company Capitalization Ratio to exceed 62.5%.

LIENS. The Company will not, and will not permit any of its Consolidated Subsidiaries

to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or assign or sell any income or revenues (including accounts receivable) or rights in respect of any thereof, except:

PERMITTED ENCUMBRANCES;

ANY LIEN ON ANY PROPERTY OR ASSET OF THE COMPANY OR ANY OF ITS CONSOLIDATED SUBSIDIARIES EXISTING ON THE DATE HEREOF AND SET FORTH IN SCHEDULE 6.02; PROVIDED THAT (i) SUCH LIEN SHALL NOT APPLY TO ANY OTHER PROPERTY OR ASSET OF THE COMPANY OR ANY OF ITS CONSOLIDATED SUBSIDIARIES AND (ii) SUCH LIEN SHALL SECURE ONLY THOSE OBLIGATIONS WHICH IT SECURES ON THE DATE HEREOF AND EXTENSIONS, RENEWALS AND REPLACEMENTS THEREOF THAT DO NOT INCREASE THE OUTSTANDING PRINCIPAL AMOUNT THEREOF;

ANY LIEN EXISTING ON ANY PROPERTY OR ASSET PRIOR TO THE ACQUISITION THEREOF BY THE COMPANY OR ANY OF ITS CONSOLIDATED SUBSIDIARIES OR EXISTING ON ANY PROPERTY OR ASSET OF ANY PERSON THAT BECOMES A CONSOLIDATED SUBSIDIARY AFTER THE DATE HEREOF PRIOR TO THE TIME SUCH PERSON BECOMES A CONSOLIDATED SUBSIDIARY; PROVIDED THAT (i) SUCH LIEN IS NOT CREATED IN CONTEMPLATION OF OR IN CONNECTION WITH SUCH ACQUISITION OR SUCH PERSON BECOMING A CONSOLIDATED SUBSIDIARY, (ii) SUCH LIEN SHALL NOT APPLY TO ANY OTHER PROPERTY OR ASSETS OF THE COMPANY OR ANY OF ITS CONSOLIDATED SUBSIDIARIES AND (iii) SUCH LIEN SHALL SECURE ONLY THOSE OBLIGATIONS WHICH IT SECURES ON THE DATE OF SUCH ACQUISITION OR THE DATE SUCH PERSON BECOMES A CONSOLIDATED SUBSIDIARY, AND EXTENSIONS, RENEWALS AND REPLACEMENTS THEREOF THAT DO NOT INCREASE THE OUTSTANDING PRINCIPAL AMOUNT THEREOF;

LIENS SECURING OR CONSISTING OF DEBT OF THE COMPANY AND ITS CONSOLIDATED SUBSIDIARIES INCURRED TO FINANCE THE ACQUISITION OF FIXED OR CAPITAL ASSETS; PROVIDED THAT (i) SUCH LIENS SHALL BE CREATED SUBSTANTIALLY SIMULTANEOUSLY WITH SUCH ACQUISITION, (ii) SUCH LIENS SECURING SUCH DEBT DO NOT AT ANY TIME ENCUMBER ANY PROPERTY OTHER THAN THE PROPERTY FINANCED BY SUCH DEBT AND (iii) THE PRINCIPAL AMOUNT OF DEBT SECURED BY ANY SUCH LIEN SHALL AT NO TIME EXCEED 100% OF THE ORIGINAL PURCHASE PRICE OF SUCH ASSETS (IN THE CASE OF A PURCHASE) OR FAIR VALUE OF SUCH PROPERTY AT THE TIME IT WAS ACQUIRED (IN ALL OTHER CASES);

LIENS TO SECURE DEBT OF THE COMPANY AND ITS CONSOLIDATED SUBSIDIARIES NOT OTHERWISE PERMITTED BY THIS SECTION 6.02, TO THE EXTENT THAT THE AGGREGATE DEBT

SECURED THEREBY DOES NOT EXCEED 15% OF THE CONSOLIDATED NET TANGIBLE ASSETS OF THE COMPANY AND ITS CONSOLIDATED SUBSIDIARIES;

LIENS ON ASSETS OF ANY CONSOLIDATED SUBSIDIARY OF THE COMPANY SECURING INDEBTEDNESS OWED TO THE COMPANY OR ANY OTHER CONSOLIDATED SUBSIDIARY OF THE COMPANY.

SECTION VI.8. Fundamental Changes. (a) The Company will not consolidate with or merge into any other Person, or permit any Person to merge or consolidate into it, or make any sale or other disposition of all or substantially all of its assets to, or acquire substantially all of the assets of, any other Person, or liquidate or dissolve unless:

THE SURVIVOR OF ANY SUCH MERGER OR CONSOLIDATION OR THE PURCHASER OR ACQUIROR OF SUCH ASSETS SHALL BE A CORPORATION INCORPORATED UNDER THE LAWS OF ONE OF THE STATES OF THE UNITED STATES AND NOT MORE THAN 25% OF THE VOTING STOCK (ASSUMING THE CONVERSION OF ALL CONVERTIBLE SECURITIES AND EXERCISE OF ALL OPTIONS, RIGHTS OR WARRANTS) OF SUCH SURVIVOR OR SUCH PURCHASER SHALL BE OWNED BY SUCH OTHER PERSON OR ITS OWNERS AND SHAREHOLDERS;

SUCH SURVIVOR OR SUCH PURCHASER (IF NOT THE COMPANY) SHALL EXPRESSLY ASSUME THE OBLIGATIONS OF THE COMPANY UNDER THIS AGREEMENT PURSUANT TO DOCUMENTATION IN FORM AND SUBSTANCE SATISFACTORY TO THE ADMINISTRATIVE AGENT; AND

AT THE TIME THEREOF AND IMMEDIATELY AFTER GIVING EFFECT THERETO NO DEFAULT SHALL HAVE OCCURRED AND BE CONTINUING AND THE COMPANY SHALL HAVE FURNISHED THE ADMINISTRATIVE AGENT WITH EVIDENCE OF COMPLIANCE WITH THE PROVISIONS OF THIS SECTION 6.03.

THE COMPANY WILL NOT, AND WILL NOT PERMIT ANY OF ITS CONSOLIDATED SUBSIDIARIES TO, ENGAGE TO ANY MATERIAL EXTENT IN ANY BUSINESS OTHER THAN ENERGY-RELATED BUSINESSES.

RESTRICTIVE AGREEMENTS. The Company will not, and will not permit any of its Consolidated Subsidiaries to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Significant Subsidiary to pay dividends or other distributions with respect to any shares of its capital stock or to make or repay loans or advances to the Company.

FUTURE SUBSIDIARY GUARANTIES. The Company will not permit any Subsidiary to Guaranty any other Debt of the Company unless such Subsidiary simultaneously executes a guaranty agreement in a form and substance reasonably satisfactory to the Administrative Agent for the Guaranty of the payment of the obligations hereunder; provided, however, that the Company shall not be obligated to provide any such Guaranty if the provision of such Guaranty would result in an adverse Tax consequence to the Company or its Subsidiaries.

ARTICLE VII

Events of Default

If any of the following events ("Events of Default") shall occur:

THE COMPANY SHALL BE IN DEFAULT IN THE PAYMENT WHEN DUE OF ANY PRINCIPAL OF ANY LOAN ON THE MATURITY DATE THEREOF;

THE COMPANY SHALL BE IN DEFAULT FOR FIVE DAYS IN THE PAYMENT WHEN DUE OF ANY INTEREST ON ANY LOAN OR ANY OTHER AMOUNT (OTHER THAN PRINCIPAL) DUE HEREUNDER;

ANY REPRESENTATION OR WARRANTY MADE OR DEEMED MADE BY THE COMPANY IN ARTICLE III OR IN ANY CERTIFICATE OF THE COMPANY FURNISHED TO THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT OR ANY LENDER HEREUNDER SHALL PROVE TO HAVE BEEN INCORRECT, WHEN MADE OR DEEMED MADE, IN ANY MATERIAL RESPECT; PROVIDED, HOWEVER, THAT NO SUCH REPRESENTATION OR WARRANTY CONTAINED IN SECTION 3.04 OR 3.05 SHALL BE DEEMED TO HAVE BEEN INCORRECT WHEN MADE BY THE COMPANY BY REASON OF ANY FACTS OR CIRCUMSTANCES DISCLOSED IN ANY FINANCIAL STATEMENTS OR REPORTS FURNISHED UNDER SECTION 5.01 AND RECEIVED BY THE LENDERS NOT LATER THAN 45 DAYS PRIOR TO, OR OTHERWISE SPECIFICALLY DISCLOSED IN WRITING TO THE LENDERS AT LEAST 15 DAYS PRIOR TO, THE DATE SUCH REPRESENTATION AND WARRANTY IS MADE OR DEEMED TO BE MADE IN CONNECTION WITH THE ENTERING INTO OF THIS AGREEMENT OR IN CONNECTION WITH THE

MAKING OF A LOAN TO THE COMPANY OR THE OCCASION OF ANY BORROWING AS CONTEMPLATED IN SECTION 4.02;

THE COMPANY SHALL BE IN DEFAULT IN THE PERFORMANCE OF (i) THE COVENANTS CONTAINED IN SECTIONS 5.07, 6.01, 6.02, 6.03, 6.04 AND 6.05 FOR FIVE CONSECUTIVE DAYS AFTER SUCH DEFAULT SHALL HAVE BECOME KNOWN TO THE COMPANY, (ii) ANY OTHER COVENANT, CONDITION OR AGREEMENT CONTAINED IN THIS AGREEMENT FOR 30 CONSECUTIVE DAYS AFTER SUCH DEFAULT SHALL HAVE BECOME KNOWN TO THE COMPANY;

ANY OBLIGATION OF THE COMPANY IN RESPECT OF ANY MATERIAL INDEBTEDNESS NOW OR HEREAFTER OUTSTANDING SHALL BECOME DUE BY ITS TERMS WHETHER BY ACCELERATION OR OTHERWISE AND SHALL NOT BE PAID, EXTENDED OR REFUNDED OR ANY DEFAULT OR EVENT OF DEFAULT SHALL OCCUR IN RESPECT OF ANY SUCH OBLIGATION AND SHALL CONTINUE FOR A PERIOD OF TIME SUFFICIENT TO CAUSE OR PERMIT THE ACCELERATION OF MATURITY THEREOF, OR THE COMPANY SHALL FAIL TO PAY ANY SWAP PAYMENT OBLIGATION OF THE COMPANY IN EXCESS OF \$10,000,000 WHEN DUE AND PAYABLE (WHETHER BY ACCELERATION OR OTHERWISE), UNLESS THE COMPANY IS CONTESTING SUCH SWAP PAYMENT OBLIGATION IN GOOD FAITH BY APPROPRIATE PROCEEDINGS AND HAS SET ASIDE APPROPRIATE RESERVES RELATING THERETO IN ACCORDANCE WITH GAAP; PROVIDED THAT IN THE CASE OF ANY GUARANTIES, ENDORSEMENTS AND OTHER CONTINGENT OBLIGATIONS IN RESPECT OF ANY SUCH OBLIGATION FOR BORROWED MONEY OF AN ENTITY OTHER THAN THE COMPANY (ALL OF THE FOREGOING BEING HEREIN CALLED "ACCOMMODATION GUARANTY INDEBTEDNESS"), A DEFAULT WITH RESPECT TO ANY EVIDENCE OF ACCOMMODATION GUARANTY INDEBTEDNESS OF THE COMPANY OR UNDER ANY AGREEMENT UNDER WHICH ANY SUCH EVIDENCE OF ACCOMMODATION GUARANTY INDEBTEDNESS MAY BE OUTSTANDING SHALL CONSTITUTE AN EVENT OF DEFAULT HEREUNDER ONLY IF THERE SHALL HAVE BEEN A DEFAULT IN THE PERFORMANCE BY THE COMPANY OF ITS OBLIGATIONS WITH RESPECT TO SUCH ACCOMMODATION GUARANTY INDEBTEDNESS AND SUCH DEFAULT SHALL CONTINUE FOR MORE THAN 30 DAYS AFTER A HOLDER OR BENEFICIARY OF SUCH ACCOMMODATION GUARANTY INDEBTEDNESS SHALL HAVE DEMANDED THE PERFORMANCE OF SUCH OBLIGATION;

FINAL JUDGMENT FOR THE PAYMENT OF MONEY IN EXCESS OF \$10,000,000 SHALL BE RENDERED AGAINST THE COMPANY AND THE SAME SHALL REMAIN UNDISCHARGED FOR A PERIOD OF 60 DAYS DURING WHICH THE JUDGMENT SHALL NOT BE ON APPEAL OR EXECUTION THEREOF SHALL NOT BE EFFECTIVELY STAYED;

COMPANY OR ANY OF ITS SIGNIFICANT SUBSIDIARIES SHALL (i) APPLY FOR OR CONSENT TO THE APPOINTMENT OF A RECEIVER, TRUSTEE, ADMINISTRATOR OR LIQUIDATOR OF ITSELF OR OF ALL OR A

SUBSTANTIAL PART OF ITS ASSETS, (ii) BE UNABLE, OR ADMIT IN WRITING ITS INABILITY OR FAILURE, TO PAY ITS DEBTS GENERALLY, (iii) MAKE A GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS, (iv) BE ADJUDICATED A BANKRUPT OR INSOLVENT, (v) COMMENCE ANY CASE, PROCEEDING OR OTHER ACTION UNDER ANY EXISTING OR FUTURE LAW RELATING TO BANKRUPTCY, INSOLVENCY, REORGANIZATION OR RELIEF OF DEBTORS SEEKING TO HAVE AN ORDER FOR RELIEF ENTERED WITH RESPECT TO IT, OR SEEKING TO ADJUDICATE IT A BANKRUPT OR INSOLVENT, OR SEEKING REORGANIZATION, ARRANGEMENT, ADJUSTMENT, WINDING UP, LIQUIDATION, DISSOLUTION, COMPOSITION OR OTHER RELIEF WITH RESPECT TO IT OR ITS DEBTS OR AN ARRANGEMENT WITH CREDITORS OR TAKING ADVANTAGE OF ANY INSOLVENCY LAW OR PROCEEDING FOR THE RELIEF OF DEBTORS, OR FILE AN ANSWER ADMITTING THE MATERIAL ALLEGATIONS OF A PETITION FILED AGAINST IT IN ANY BANKRUPTCY, REORGANIZATION OR INSOLVENCY PROCEEDING, OR (vi) TAKE CORPORATE ACTION FOR THE PURPOSE OF EFFECTING ANY OF THE FOREGOING;

ANY CASE, PROCEEDING OR OTHER ACTION SHALL BE INSTITUTED IN ANY COURT OF COMPETENT JURISDICTION, AGAINST COMPANY OR ANY OF ITS SIGNIFICANT SUBSIDIARIES, SEEKING IN RESPECT OF SUCH COMPANY OR ANY OF ITS SIGNIFICANT SUBSIDIARIES ADJUDICATION IN BANKRUPTCY, REORGANIZATION, DISSOLUTION, WINDING UP, LIQUIDATION, ADMINISTRATION, A COMPOSITION OR ARRANGEMENT WITH CREDITORS, A READJUSTMENT OF DEBTS, THE APPOINTMENT OF A TRUSTEE, RECEIVER, ADMINISTRATOR, LIQUIDATOR OR THE LIKE OF SUCH COMPANY OR ANY OF ITS SIGNIFICANT SUBSIDIARIES OR OF ALL OR ANY SUBSTANTIAL PART OF ITS ASSETS, OR OTHER LIKE RELIEF IN RESPECT OF SUCH COMPANY OR ANY OF ITS SIGNIFICANT SUBSIDIARIES UNDER ANY BANKRUPTCY OR INSOLVENCY LAW AND SUCH CASE, PROCEEDING OR OTHER ACTION RESULTS IN AN ENTRY OF AN ORDER FOR RELIEF OR ANY SUCH ADJUDICATION OR APPOINTMENT OR IF SUCH CASE, PROCEEDING OR OTHER ACTION IS BEING CONTESTED BY SUCH COMPANY OR ANY OF ITS SIGNIFICANT SUBSIDIARIES IN GOOD FAITH, THE SAME SHALL CONTINUE UNDISMISSED, OR UNSTAYED AND IN EFFECT, FOR ANY PERIOD OF 60 CONSECUTIVE DAYS; OR

AT ANY TIME SUBSEQUENT TO DECEMBER 31, 1999 AND PRIOR TO THE MATURITY DATE, CONTINUING DIRECTORS SHALL FAIL TO CONSTITUTE AT LEAST A MAJORITY OF THE BOARD OF DIRECTORS OF THE COMPANY; FOR THE FOREGOING PURPOSE, THE TERM "CONTINUING DIRECTORS" MEANS THOSE PERSONS WHO WERE DIRECTORS OF THE COMPANY ON DECEMBER 31, 1999 AND ANY PERSON WHOSE ELECTION OR NOMINATION FOR ELECTION AS A DIRECTOR OF THE COMPANY AT ANY TIME SUBSEQUENT THERETO WAS APPROVED BY AT LEAST A MAJORITY OF THE PERSONS WHO WERE THEN CONTINUING DIRECTORS;

then, and in every such event (other than an event described in clause (g) or (h) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent shall, at the request of the Required Lenders, by notice to the Company, take either or both of the

following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of any of the Company accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Company; and in case of any event with respect to the Company described in clause (g) or (h) of this Article, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Company accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Company.

ARTICLE VIII

The Administrative Agent

Each of the Lenders hereby 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 hereof, together with such actions and powers as are reasonably incidental thereto.

The bank serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and such bank and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Company or any of its Subsidiaries thereof or other Affiliate thereof as if it were not the Administrative Agent hereunder.

The Administrative Agent shall not have any duties or obligations except those expressly set forth herein. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby that the Administrative Agent is required to exercise in writing by the Required Lenders, and (c) except as expressly set forth herein, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Company or any of its Subsidiaries that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken

by it with the consent or at the request of the Required Lenders or all the Lenders to the extent required by Section 9.02 or in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Administrative Agent by the Company or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement, (ii) the contents of any certificate, report or other document delivered hereunder or in connection herewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. The Administrative Agent may consult with legal counsel (who may be counsel for the Company), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

The Administrative Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

Subject to the appointment and acceptance of a successor Administrative Agent as provided in this paragraph, the Administrative Agent may resign at any time by notifying the Lenders and the Company. Upon any such resignation, the Required Lenders shall have the right, in consultation with the Company, to appoint one of the Lenders a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders and in consultation with the Company, appoint one of the Lenders as a successor Administrative Agent which shall be a bank with an office in New York, New York, or an Affiliate of any such bank. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of

the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Company to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Company and such successor. After the Administrative Agent's resignation hereunder, the provisions of this Article and Section 9.03 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as Administrative Agent.

Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent, the Syndication Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent, the Syndication Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any related agreement or any document furnished hereunder or thereunder.

The Syndication Agent and the Documentation Agents shall not have any duties or responsibilities hereunder in their capacity as such (except as expressly set forth herein) and shall be entitled to the same rights and privileges afforded to the Administrative Agent, in its capacity as such under Article VIII.

ARTICLE IX

Miscellaneous

SECTION IX.1. Notices. Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

IF TO THE COMPANY, TO AMERADA HESS CORPORATION, 1185 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10036, ATTENTION OF TREASURER (TELECOPY NO. (212) 536-8617);

IF TO THE SYNDICATION AGENT, TO GOLDMAN SACHS CREDIT PARTNERS L.P., 85 BROAD STREET, NEW YORK, NEW YORK 10004, ATTENTION OF STEPHEN KING (TELECOPY NO. (212) 357-0932), WITH A COPY TO BARBARA AARON (TELECOPY NO. (212) 357-4597).

(c) if to the Administrative Agent, to The Chase Manhattan Bank, One Chase Manhattan Plaza, 8th Floor, New York, New York 10081, Attention of LuAnn DeStefano (Telecopy No. (212) 552-5777).

(d) if to any other Lender, to it at its address (or telecopy number) set forth in its Administrative Questionnaire.

Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

SECTION IX.2. Waivers: Amendments. (a) No failure or delay by the Syndication Agent and the Administrative Agent or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Syndication Agent and the Administrative Agent and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Company therefrom shall in any event be effective unless the same shall be permitted by this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent or any Lender may have had notice or knowledge of such Default at the time.

NEITHER THIS AGREEMENT NOR ANY PROVISION HEREOF MAY BE WAIVED, AMENDED OR MODIFIED EXCEPT PURSUANT TO AN AGREEMENT OR AGREEMENTS IN WRITING ENTERED INTO BY THE COMPANY AND THE REQUIRED LENDERS OR BY THE COMPANY AND THE ADMINISTRATIVE AGENT WITH THE CONSENT OF THE REQUIRED LENDERS; PROVIDED THAT NO SUCH AGREEMENT SHALL (i) INCREASE THE COMMITMENT OF ANY LENDER WITHOUT THE WRITTEN CONSENT OF SUCH LENDER, (ii) REDUCE THE PRINCIPAL AMOUNT OF ANY LOAN OR REDUCE THE RATE OF INTEREST THEREON, OR REDUCE ANY FEES PAYABLE HEREUNDER, WITHOUT THE WRITTEN CONSENT OF EACH LENDER AFFECTED THEREBY, (iii) POSTPONE THE SCHEDULED DATE OF PAYMENT OF THE PRINCIPAL AMOUNT OF ANY LOAN, OR ANY INTEREST THEREON, OR ANY FEES OR ANY OTHER AMOUNT PAYABLE HEREUNDER, OR REDUCE THE AMOUNT OF, WAIVE OR EXCUSE ANY SUCH PAYMENT, OR POSTPONE THE SCHEDULED DATE OF EXPIRATION OF ANY COMMITMENT, WITHOUT THE WRITTEN CONSENT OF EACH LENDER AFFECTED THEREBY, (iv) CHANGE SECTION 2.16(b) OR (c) IN A MANNER THAT WOULD ALTER THE PRO RATA SHARING OF PAYMENTS REQUIRED THEREBY, WITHOUT THE WRITTEN CONSENT OF EACH LENDER, OR (v) CHANGE ANY OF THE PROVISIONS OF THIS SECTION OR THE DEFINITION OF "REQUIRED LENDERS" OR ANY OTHER PROVISION HEREOF SPECIFYING THE NUMBER OR PERCENTAGE OF

LENDERS REQUIRED TO WAIVE, AMEND OR MODIFY ANY RIGHTS HEREUNDER OR MAKE ANY DETERMINATION OR GRANT ANY CONSENT HEREUNDER, WITHOUT THE WRITTEN CONSENT OF EACH LENDER; PROVIDED FURTHER THAT NO SUCH AGREEMENT SHALL AMEND, MODIFY OR OTHERWISE AFFECT THE RIGHTS OR DUTIES OF THE ADMINISTRATIVE AGENT HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF THE ADMINISTRATIVE AGENT.

SECTION ___ Expenses; Indemnity: Damage Waiver. (a) THE COMPANY AGREES TO PAY (i) ALL REASONABLE OUT-OF-POCKET EXPENSES INCURRED BY THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT AND THEIR AFFILIATES, INCLUDING THE REASONABLE FEES, CHARGES AND DISBURSEMENTS OF COUNSEL FOR THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT, IN CONNECTION WITH THE SYNDICATION OF THE CREDIT FACILITIES PROVIDED FOR HEREIN, THE PREPARATION AND ADMINISTRATION OF THIS AGREEMENT AND THE PRIOR CREDIT AGREEMENTS OR ANY AMENDMENTS, MODIFICATIONS OR WAIVERS OF THE PROVISIONS HEREOF (WHETHER OR NOT THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY SHALL BE CONSUMMATED) AND (ii) ALL OUT-OF-POCKET EXPENSES INCURRED BY THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT OR ANY LENDER, INCLUDING THE FEES, CHARGES AND DISBURSEMENTS OF ANY COUNSEL FOR THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT OR ANY LENDER, IN CONNECTION WITH THE ENFORCEMENT OR PROTECTION OF ITS RIGHTS IN CONNECTION WITH THIS AGREEMENT, INCLUDING ITS RIGHTS UNDER THIS SECTION, OR IN CONNECTION WITH THE LOANS MADE HEREUNDER, INCLUDING IN CONNECTION WITH ANY WORKOUT, RESTRUCTURING OR NEGOTIATIONS IN RESPECT THEREOF.

THE COMPANY AGREES TO INDEMNIFY THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT AND EACH LENDER, AND EACH RELATED PARTY OF ANY OF THE FOREGOING PERSONS (EACH SUCH PERSON BEING CALLED AN "INDEMNITEE") AGAINST, AND HOLD EACH INDEMNITEE HARMLESS FROM, ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES AND RELATED EXPENSES, INCLUDING THE FEES, CHARGES AND DISBURSEMENTS, OF ANY COUNSEL FOR ANY INDEMNITEE, INCURRED BY OR ASSERTED AGAINST ANY INDEMNITEE ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF (i) THE EXECUTION OR DELIVERY OF THIS AGREEMENT AND THE PRIOR CREDIT AGREEMENTS OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY, THE PERFORMANCE BY THE PARTIES HERETO OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THE CONSUMMATION OF THE TRANSACTIONS OR ANY OTHER TRANSACTIONS CONTEMPLATED HEREBY, (ii) ANY LOAN OR THE USE OF THE PROCEEDS THEREFROM, (iii) ANY ACTUAL OR ALLEGED PRESENCE OR RELEASE OF HAZARDOUS MATERIALS ON OR FROM ANY PROPERTY OWNED OR OPERATED BY THE COMPANY OR ANY OF ITS SUBSIDIARIES, OR ANY ENVIRONMENTAL LIABILITY RELATED IN ANY WAY TO THE COMPANY OR ANY OF ITS

SUBSIDIARIES, OR (iv) ANY ACTUAL OR PROSPECTIVE CLAIM, LITIGATION, INVESTIGATION OR PROCEEDING RELATING TO ANY OF THE FOREGOING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO; PROVIDED THAT SUCH INDEMNITY SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED EXPENSES ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED FROM THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF SUCH INDEMNITEE OR FROM A BREACH OF THIS AGREEMENT BY SUCH INDEMNITEE.

TO THE EXTENT THAT THE COMPANY FAILS TO PAY ANY AMOUNT REQUIRED TO BE PAID BY IT TO THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT UNDER PARAGRAPH (a) OR (b) OF THIS SECTION, EACH LENDER SEVERALLY AGREES TO PAY TO THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT SUCH LENDER'S APPLICABLE PERCENTAGE (DETERMINED AS OF THE TIME THAT THE APPLICABLE UNREIMBURSED EXPENSE OR INDEMNITY PAYMENT IS SOUGHT) OF SUCH UNPAID AMOUNT; PROVIDED THAT THE UNREIMBURSED EXPENSE OR INDEMNIFIED LOSS, CLAIM, DAMAGE, LIABILITY OR RELATED EXPENSE, AS THE CASE MAY BE, WAS INCURRED BY OR ASSERTED AGAINST THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT IN THEIR CAPACITY AS SUCH.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST ANY INDEMNITEE, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS AGREEMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY, THE TRANSACTIONS, ANY LOAN OR THE USE OF THE PROCEEDS THEREOF.

ALL AMOUNTS DUE UNDER THIS SECTION SHALL BE PAYABLE PROMPTLY AFTER WRITTEN DEMAND THEREFOR.

SECTION IX.3. Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Company may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any the Company without such consent shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby and, to the extent expressly contemplated hereby, the Related Parties of each of the Syndication Agent and the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

ANY LENDER MAY ASSIGN TO ONE OR MORE ASSIGNEES ALL OR A PORTION OF ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT (INCLUDING ALL OR A PORTION OF ITS COMMITMENT AND THE LOANS AT THE TIME OWING TO IT); PROVIDED THAT (i) EXCEPT IN THE CASE OF AN ASSIGNMENT TO A LENDER OR AN AFFILIATE OF A LENDER, EACH OF THE COMPANY (EXCEPT, UPON THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, THE CONSENT OF THE COMPANY SHALL NOT BE REQUIRED) AND THE ADMINISTRATIVE AGENT MUST GIVE THEIR PRIOR WRITTEN CONSENT TO SUCH ASSIGNMENT (WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD), (ii) EXCEPT IN THE CASE OF AN ASSIGNMENT TO A LENDER OR AN AFFILIATE OF A LENDER OR AN ASSIGNMENT OF THE ENTIRE REMAINING AMOUNT OF THE ASSIGNING LENDER'S COMMITMENT, THE AMOUNT OF THE COMMITMENT OF THE ASSIGNING LENDER SUBJECT TO EACH SUCH ASSIGNMENT (DETERMINED AS OF THE DATE THE ASSIGNMENT AND ACCEPTANCE WITH RESPECT TO SUCH ASSIGNMENT IS DELIVERED TO THE ADMINISTRATIVE AGENT) SHALL EACH NOT BE LESS THAN \$5,000,000 UNLESS EACH OF THE COMPANY AND THE ADMINISTRATIVE AGENT OTHERWISE CONSENT, (iii) EACH PARTIAL ASSIGNMENT SHALL BE MADE AS AN ASSIGNMENT OF A PROPORTIONATE PART OF ALL THE ASSIGNING LENDER'S RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT, EXCEPT THAT THIS CLAUSE (iii) SHALL NOT APPLY TO RIGHTS IN RESPECT OF OUTSTANDING COMPETITIVE LOANS, (iv) THE PARTIES TO EACH ASSIGNMENT SHALL EXECUTE AND DELIVER TO THE ADMINISTRATIVE AGENT AN ASSIGNMENT AND ACCEPTANCE, TOGETHER (EXCEPT IN THE CASE OF AN ASSIGNMENT BY A LENDER TO ONE OF ITS AFFILIATES OR AN ASSIGNMENT AS A RESULT OF ANY OF THE EVENTS CONTEMPLATED BY SECTION 2.17) WITH A PROCESSING AND RECORDATION FEE OF \$500 IN THE CASE OF ASSIGNMENTS MADE BY OR TO SYNDICATION AGENT AND \$2,000 IN THE CASE OF ALL OTHER ASSIGNMENTS, AND (v) THE ASSIGNEE, IF IT SHALL NOT BE A LENDER, SHALL DELIVER TO THE ADMINISTRATIVE AGENT AN ADMINISTRATIVE QUESTIONNAIRE; PROVIDED FURTHER THAT ANY CONSENT OF THE COMPANY OTHERWISE REQUIRED UNDER THIS PARAGRAPH SHALL NOT BE REQUIRED IF AN EVENT OF DEFAULT UNDER CLAUSE (g) OR (h) OF ARTICLE VII HAS OCCURRED AND IS CONTINUING. UPON ACCEPTANCE AND RECORDING PURSUANT TO PARAGRAPH (d) OF THIS SECTION, FROM AND AFTER THE EFFECTIVE DATE SPECIFIED IN EACH ASSIGNMENT AND ACCEPTANCE, THE ASSIGNEE THEREUNDER SHALL BE A PARTY HERETO AND, TO THE EXTENT OF THE INTEREST ASSIGNED BY SUCH ASSIGNMENT AND ACCEPTANCE, HAVE THE RIGHTS AND OBLIGATIONS OF A LENDER UNDER THIS AGREEMENT, AND THE ASSIGNING LENDER THEREUNDER SHALL, TO THE EXTENT OF THE INTEREST ASSIGNED BY SUCH ASSIGNMENT AND ACCEPTANCE, BE RELEASED FROM ITS OBLIGATIONS UNDER THIS AGREEMENT (AND, IN THE CASE OF AN ASSIGNMENT AND ACCEPTANCE COVERING ALL OF THE ASSIGNING LENDER'S RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT, SUCH LENDER SHALL CEASE TO BE A PARTY HERETO BUT SHALL CONTINUE TO BE ENTITLED TO THE BENEFITS OF SECTIONS 2.13, 2.14, 2.15 AND 9.03). ANY ASSIGNMENT OR TRANSFER BY A LENDER OF RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT THAT DOES NOT COMPLY WITH THIS PARAGRAPH SHALL BE TREATED FOR PURPOSES OF THIS AGREEMENT AS A SALE BY SUCH LENDER OF A PARTICIPATION IN SUCH RIGHTS AND OBLIGATIONS IN ACCORDANCE WITH PARAGRAPH (e) OF THIS SECTION.

THE ADMINISTRATIVE AGENT, ACTING FOR THIS PURPOSE AS AN AGENT OF THE COMPANY, SHALL MAINTAIN AT ONE OF ITS OFFICES IN THE CITY OF NEW YORK A COPY OF EACH ASSIGNMENT AND ACCEPTANCE DELIVERED TO IT AND A REGISTER FOR THE RECORDATION OF THE NAMES AND ADDRESSES OF THE LENDERS, AND THE COMMITMENT OF, AND PRINCIPAL AMOUNT OF THE LOANS OWING TO, EACH LENDER PURSUANT TO THE TERMS HEREOF FROM TIME TO TIME (THE "REGISTER"). THE ENTRIES IN THE REGISTER SHALL BE CONCLUSIVE, AND THE COMPANY, THE ADMINISTRATIVE AGENT AND THE LENDERS MAY TREAT EACH PERSON WHOSE NAME IS RECORDED IN THE REGISTER PURSUANT TO THE TERMS HEREOF AS A LENDER HEREUNDER FOR ALL PURPOSES OF THIS AGREEMENT, NOTWITHSTANDING NOTICE TO THE CONTRARY.

UPON ITS RECEIPT OF A DULY COMPLETED ASSIGNMENT AND ACCEPTANCE EXECUTED BY AN ASSIGNING LENDER AND AN ASSIGNEE, THE ASSIGNEE'S COMPLETED ADMINISTRATIVE QUESTIONNAIRE (UNLESS THE ASSIGNEE SHALL ALREADY BE A LENDER HEREUNDER), THE PROCESSING AND RECORDATION FEE REFERRED TO IN PARAGRAPH (b) OF THIS SECTION AND ANY WRITTEN CONSENT TO SUCH ASSIGNMENT REQUIRED BY PARAGRAPH (b) OF THIS SECTION, THE ADMINISTRATIVE AGENT SHALL ACCEPT SUCH ASSIGNMENT AND ACCEPTANCE AND RECORD THE INFORMATION CONTAINED THEREIN IN THE REGISTER. NO ASSIGNMENT SHALL BE EFFECTIVE FOR PURPOSES OF THIS AGREEMENT UNLESS IT HAS BEEN RECORDED IN THE REGISTER AS PROVIDED IN THIS PARAGRAPH.

ANY LENDER MAY, WITHOUT THE CONSENT OF ANY OF THE COMPANY OR THE ADMINISTRATIVE AGENT, SELL PARTICIPATIONS TO ONE OR MORE BANKS OR OTHER ENTITIES (A "PARTICIPANT") IN ALL OR A PORTION OF SUCH LENDER'S RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT (INCLUDING ALL OR A PORTION OF ITS COMMITMENT AND THE LOANS OWING TO IT); PROVIDED THAT (i) SUCH LENDER'S OBLIGATIONS UNDER THIS AGREEMENT SHALL REMAIN UNCHANGED, (ii) SUCH LENDER SHALL REMAIN SOLELY RESPONSIBLE TO THE OTHER PARTIES HERETO FOR THE PERFORMANCE OF SUCH OBLIGATIONS AND (iii) THE COMPANY, THE ADMINISTRATIVE AGENT AND THE OTHER LENDERS SHALL CONTINUE TO DEAL SOLELY AND DIRECTLY WITH SUCH LENDER IN CONNECTION WITH SUCH LENDER'S RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT. ANY AGREEMENT OR INSTRUMENT PURSUANT TO WHICH A LENDER SELLS SUCH A PARTICIPATION SHALL PROVIDE THAT SUCH LENDER SHALL RETAIN THE SOLE RIGHT TO ENFORCE THIS AGREEMENT AND TO APPROVE ANY AMENDMENT, MODIFICATION OR WAIVER OF ANY PROVISION OF THIS AGREEMENT; PROVIDED THAT SUCH AGREEMENT OR INSTRUMENT MAY PROVIDE THAT SUCH LENDER WILL NOT, WITHOUT THE CONSENT OF THE PARTICIPANT, AGREE TO ANY AMENDMENT, MODIFICATION OR WAIVER DESCRIBED IN THE FIRST PROVISIO TO SECTION 9.02(b) THAT AFFECTS SUCH PARTICIPANT. SUBJECT TO PARAGRAPH (f) OF THIS SECTION, THE COMPANY AGREES THAT EACH PARTICIPANT SHALL BE ENTITLED TO THE BENEFITS OF SECTIONS 2.13, 2.14 AND 2.15 TO THE SAME EXTENT AS IF IT WERE A LENDER AND HAD ACQUIRED ITS INTEREST BY ASSIGNMENT PURSUANT TO PARAGRAPH (b) OF THIS SECTION.

A PARTICIPANT SHALL NOT BE ENTITLED TO RECEIVE ANY GREATER PAYMENT UNDER SECTION 2.13 OR 2.15 THAN THE APPLICABLE LENDER WOULD HAVE BEEN ENTITLED TO RECEIVE WITH RESPECT TO THE PARTICIPATIONS SOLD TO SUCH PARTICIPANT, UNLESS THE SALE OF THE PARTICIPATIONS TO SUCH PARTICIPANT IS MADE WITH THE COMPANY'S PRIOR WRITTEN CONSENT. A PARTICIPANT THAT WOULD BE A FOREIGN LENDER IF IT WERE A LENDER SHALL NOT BE ENTITLED TO THE BENEFITS OF SECTION 2.15 UNLESS THE COMPANY IS NOTIFIED OF THE PARTICIPATIONS SOLD TO SUCH PARTICIPANT AND SUCH PARTICIPANT AGREES, FOR THE BENEFIT OF THE COMPANY, TO COMPLY WITH SECTION 2.15(e) AS THOUGH IT WERE A LENDER.

ANY LENDER MAY AT ANY TIME PLEDGE OR ASSIGN A SECURITY INTEREST IN ALL OR ANY PORTION OF ITS RIGHTS UNDER THIS AGREEMENT TO SECURE OBLIGATIONS OF SUCH LENDER, INCLUDING ANY SUCH PLEDGE OR ASSIGNMENT TO A FEDERAL RESERVE BANK, AND THIS SECTION SHALL NOT APPLY TO ANY SUCH PLEDGE OR ASSIGNMENT OF A SECURITY INTEREST; PROVIDED THAT NO SUCH PLEDGE OR ASSIGNMENT OF A SECURITY INTEREST SHALL RELEASE A LENDER FROM ANY OF ITS OBLIGATIONS HEREUNDER OR SUBSTITUTE ANY SUCH ASSIGNEE FOR SUCH LENDER AS A PARTY HERETO.

SECTION IX.4. Survival. All covenants, agreements, representations and warranties made by the Company herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Syndication Agent and the Administrative Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid and so long as the Commitments have not expired or terminated. The provisions of Sections 2.13, 2.14, 2.15 and 9.03 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Commitments or the termination of this Agreement or any provision hereof.

SECTION IX.5. Counterparts: Integration: Effectiveness. This Agreement 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. This Agreement and any separate letter agreements with respect to fees payable to the Syndication Agent and the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Syndication Agent and the Administrative Agent and when the Syndication Agent and the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION IX.6. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION IX.7. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Lender to or for the credit or the account of the Company against any of and all the obligations of the Company now or hereafter existing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement

and although such obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

SECTION IX.8. Governing Law; Jurisdiction; Consent to Service of Process; Process Agent; Waiver of Immunity. (a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

THE COMPANY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST THE COMPANY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION

THE COMPANY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

THE COMPANY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES TO THE COMPANY IN SECTION 9.01 AND EACH OTHER PARTY TO THIS AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES TO IT IN SECTION 9.01. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

SECTION IX.9. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW,

ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION IX.10. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION IX.11. Confidentiality. Each of the Syndication Agent and the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, (g) with the consent of the Company or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Syndication Agent and the Administrative Agent or any Lender on a non-confidential basis from a source other than the Company. For the purposes of this Section, "Information" means all information received from the Company relating to the Company or its business, other than any such information that is available to the Syndication Agent and the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by the Company; provided that, in the case of information received from the Company after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

SECTION IX.12. Third Amendment & Restatement. Upon the Third Amended and Restated Effective Date, this Agreement shall amend and restate and replace in its entirety the Second Amended and Restated Credit Agreement.

[Remainder of page intentionally left blank.]

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

COMPANY: AMERADA HESS CORPORATION

By: s/s John Y. Schreyer

Name: John Y. Schreyer
Title: Chief Financial Officer

SOLE SYNDICATION AGENT,
JOINT BOOK RUNNER, JOINT
LEAD ARRANGER AND
A LENDER:

GOLDMAN SACHS CREDIT PARTNERS L.P.

By: s/s Robert T. Wagner

Name: Robert T. Wagner
Title: Authorized Signatory

S-2

JOINT BOOK RUNNER AND JOINT
LEAD ARRANGER

CHASE SECURITIES INC.

By: s/s Timothy Wong

Name: Timothy Wong
Title: Vice President

S-3

CO-DOCUMENTATION AGENT,
ARRANGER AND A LENDER

CITIBANK, N.A.

By: s/s Gordon DeKuyper

Name: Gordon DeKuyper
Title: Vice President

S-4

CO-DOCUMENTATION AGENT,
ARRANGER AND A LENDER

BANK OF AMERICA, N.A.

By: s/s Michael J. Dillon

Name: Michael J. Dillon
Title: Managing Director

S-5

CO-DOCUMENTATION AGENT,
ARRANGER AND A LENDER

BARCLAYS BANK PLC

By: s/s Nicholas Bell

Name: Nicholas Bell
Title: Director

S-6

ADMINISTRATIVE AGENT
AND A LENDER:

THE CHASE MANHATTAN BANK

By: s/s Beth Lawrence

Name: Beth Lawrence
Title: Managing Director

S-7

LENDERS:

THE DAI-ICHI KANGYO BANK, LTD.

By: s/s Maureen Carson

Name: Maureen Carson
Title: Account Officer

S-8

THE INDUSTRIAL BANK OF JAPAN,
LIMITED

By: s/s John Dipppo

Name: John Dipppo
Title: Senior Vice President

THE FUJI BANK, LIMITED

By: s/s Yuji Tanaka

Name: Yuji Tanaka

Title: Vice President

S-10

ABN AMRO BANK, N.V.

By: s/s W. Bryan Chapman

Name: W. Bryan Chapman
Title: Group Vice President

By: s/s Frank R. Russo Jr.

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

S-11

BANK OF TOKYO-MITSUBISHI
TRUST COMPANY

By: s/s T. Fennessey

Name: T. Fennessey
Title: Vice President

BNP PARIBAS

By: s/s Brian M. Malon

Name: Brian M. Malon
Title: Director

By: s/s Xavier M. Venereau

Name: Xavier M. Venereau
Title: Vice President

S-13

FLEET NATIONAL BANK

By: s/s Michael J. Brochetti

Name: Michael J. Brochetti
Title: Vice President

ROYAL BANK OF CANADA

By: s/s Linda M. Stephens

Name: Linda M. Stephens
Title: Senior Manager

S-15

THE ROYAL BANK OF SCOTLAND PLC

By: s/s Jayne Seaford

Name: Jayne Seaford
Title: Vice President

S-16

THE BANK OF NOVA SCOTIA

By: s/s William R. Collins

Name: William R. Collins
Title: Managing Director

S-17

WESTDEUTSCHE LANDESBANK
GIROZENTRALE

By: s/s Duncan M. Robertson

Name: Duncan M. Robertson
Title: Director

By: s/s Monika K. Kump

Name: Monika K. Kump
Title: Manager

DEN NORSE BANK ASA

By: s/s Hans Jorgen Ormar

Name: Hans Jorgen Ormar

Title: Vice President

By: s/s Alfred C. Jones

Name: Alfred C. Jones

Title: Senior Vice President

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THE BANK OF NEW YORK

By: s/s John V. Yancey

Name: John V. Yancey

Title: Senior Vice President

CIBC, INC.

By: s/s Lindsay Gordon

Name: Lindsay Gordon
Title: Executive Director
CIBC World Markets Corp., as Agent

S-21

THE SUMITOMO BANK, LIMITED

By: s/s C. Michael Garrido

Name: C. Michael Garrido
Title: Senior Vice President

S-22

UNIBANK

By: s/s Torben Rolver

Name: Torben Rolver
Title: First Vice President

By: s/s Tine Scharling

Name: Tine Scharling
Title: Vice President

SUNTRUST BANK

By: s/s David J. Edge

Name: David J. Edge
Title: Director

S-24

BAYERISCHE LANDESBANK
GIROZENTRALE, CAYMAN ISLANDS
BRANCH

By: s/s Alexander Kohnert

Name: Alexander Kohnert
Title: First Vice President

By: s/s Sean O'Sullivan

Name: Sean O'Sullivan
Title: Vice President

THE NORTHERN TRUST BANK

By: s/s David J. Mitchell

Name: David J. Mitchell
Title: Vice President

SCHEDULE 2.01
TO THIRD AMENDED AND RESTATED
CREDIT AGREEMENT

Commitments

Lender	Commitment
Goldman Sachs Credit Partners L.P.	\$112,500,000
The Chase Manhattan Bank	\$112,500,000
Citibank, N.A.	\$100,000,000
Bank of America, N.A.	\$100,000,000
Barclays Bank PLC	\$100,000,000
Mizuho Financial Group	\$97,500,000
The Industrial Bank of Japan, Limited	\$42,500,000
The Fuji Bank, Limited	\$32,500,000
The Dai-Ichi Kangyo Bank, Ltd.	\$22,500,000
Bank of Tokyo-Mitsubishi Trust Company	\$75,000,000
BNP Paribas	\$75,000,000
Fleet National Bank	\$75,000,000
Royal Bank of Canada	\$75,000,000
The Bank of Nova Scotia	\$75,000,000
Royal Bank of Scotland plc	\$75,000,000
Westdeutsche Landesbank Girozentrale	\$75,000,000
Den norske Bank ASA	\$62,500,000
ABN AMRO Bank, N.V.	\$50,000,000
CIBC, Inc.	\$50,000,000
The Bank of New York	\$50,000,000
The Sumitomo Bank, Limited	\$50,000,000
Bayerische Landesbank, Cayman Islands Branch	\$25,000,000
Unibank	\$25,000,000
SunTrust Bank	\$25,000,000
The Northern Trust Bank	\$15,000,000
Total	\$1,500,000,000 =====

SCHEDULE 3.10
TO THIRD AMENDED AND RESTATED
CREDIT AGREEMENT

Scheduled Debt

SCH 3.10-1

SCHEDULE 6.02
TO THIRD AMENDED AND RESTATED
CREDIT AGREEMENT

Existing Liens

SCH 6.02-1

EXHIBIT A
TO THIRD AMENDED AND RESTATED
CREDIT AGREEMENT

FORM OF
ASSIGNMENT AND ACCEPTANCE

Reference is made to the Third Amended and Restated "Facility A" Credit Agreement, dated as of January 23, 2001, among Amerada Hess Corporation (the "Company"), the several banks and other financial institutions from time to time parties thereto (the "Lenders"), Goldman Sachs Credit Partners L.P., as Joint Book Runner, Joint Lead Arranger and sole Syndication Agent, 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 The Chase Manhattan Bank, as Administrative Agent (the "Credit Agreement"). Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

The Assignor identified on Schedule 1 hereto (the "Assignor") and the Assignee identified on Schedule 1 hereto (the "Assignee") agree as follows:

1. The Assignor hereby irrevocably sells and assigns to the Assignee without recourse to the Assignor, and the Assignee hereby irrevocably purchases and assumes from the Assignor without recourse to the Assignor, as of the Effective Date (as defined below), the interest set forth on Schedule 1 hereto (the "Assigned Interest") in and to the Assignor's rights and obligations under the Credit Agreement with respect to those revolving credit facility contained in the Credit Agreement (the "Assigned Facility") in a principal amount and/or commitment amount for the Assigned Facility as set forth on Schedule 1 hereto.

2. The Assignor (a) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or with respect to the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto, other than that the Assignor is the legal and beneficial owner of the interest being assigned by it hereunder, it has not created any adverse claim upon the interest being assigned by it hereunder and that such interest is free and clear of any such adverse claim; (b) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Company, any of its Subsidiaries, any other obligor or the performance or observance by the Company, any of its Subsidiaries, any other obligor of any of their respective obligations under the Credit Agreement or any document executed in connection therewith or any other instrument or document furnished pursuant hereto or thereto; and (c) attaches any Notes held by

it evidencing the Assigned Facility and (i) requests that the Administrative Agent, upon request by the Assignee, exchange any attached Notes for a new Note payable to the Assignee and (ii) if the Assignor has retained any interest in the Assigned Facility, requests that the Administrative Agent exchange any attached Notes for a new Note payable to the Assignor, in each case in amounts which reflect the assignment being made hereby (and after giving effect to any other assignments which have become effective on the Effective Date).

3. The Assignee (a) represents and warrants that it is legally authorized to enter into this Assignment and Acceptance; (b) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements delivered pursuant to Sections 5.01 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (c) agrees that it will, independently and without reliance upon the Assignor, the Administrative Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Administrative Agent by the terms thereof, together with such powers as are incidental thereto; and (e) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with its terms all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender including, if it is organized under the laws of a jurisdiction outside the United States, its obligation pursuant to Section 2.15 of the Credit Agreement.

4. The effective date of this Assignment and Acceptance shall be the date set forth on Schedule 1 hereto (the "Effective Date"). Following the execution of this Assignment and Acceptance, it will be delivered to the Administrative Agent for acceptance by them and recording by the Administrative Agent pursuant to the Credit Agreement, effective as of the Effective Date (which shall not, unless otherwise agreed to by the Administrative Agent, be earlier than five Business Days after the date of such acceptance and recording by the Administrative Agent).

5. Upon such acceptance and recording, from and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee whether such amounts have accrued prior to the Effective Date or accrue on or subsequent to the Effective Date. The Assignor and the Assignee shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.

6. From and after the Effective Date, (a) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a Lender thereunder and under the other documents executed in connection therewith

and shall be bound by the provisions thereof and (b) the Assignor shall, to the extent provided in this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Credit Agreement.

7. This Assignment and Acceptance shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed as of the date first above written by their respective duly authorized officers on Schedule 1 hereto.

EXHIBIT A-3

SCHEDULE 1

Name of Assignor:

Name of Assignee:

Effective Date of Assignment:

Principal/Commitment Amount Assigned	Commitment Percentage Assigned
\$ _____	\$ _____

[NAME OF ASSIGNEE]

[NAME OF ASSIGNOR]

By: _____
Title:

By: _____
Title:

Accepted: _____ :

THE CHASE MANHATTAN BANK,
as Administrative Agent

By: _____
Title:

Consented to By:

AMERADA HESS CORPORATION

By: _____
Title:

By: _____
Title:

EXHIBIT B
TO THIRD AMENDED AND RESTATED
CREDIT AGREEMENT

FORM OF NON-NEGOTIABLE
REVOLVING LOAN NOTE

U.S.\$ _____

New York, New York
_____, 2001

FOR VALUE RECEIVED, the undersigned, AMERADA HESS CORPORATION, a Delaware corporation (the "Borrower"), hereby unconditionally promises to pay to the order of _____ (the "Lender") on the dates and in the manner set forth in Sections 2.08 and 2.16 of the Credit Agreement (as defined below) referred to below at the office of the Administrative Agent set forth in Section 2.16 of the Credit Agreement in immediately available funds, on the Maturity Date (as defined in the Credit Agreement) the principal amount of (a) _____ U.S. DOLLARS (U.S.\$ _____), or (b) the aggregate unpaid principal amount of all Revolving Loans made by the Lender to the Borrower pursuant to subsection 2.03 of such Credit Agreement. The Borrower further agrees to pay interest in like money at such office on the unpaid principal amount hereof from time to time outstanding at the rates and on the dates specified in Section 2.11 of such Credit Agreement.

The holder of this Note is authorized to record on the schedules annexed hereto and made a part hereof or on a continuation thereof which shall be attached hereto and made a part hereof the date, Type and amount of each Revolving Loan made by the Lender pursuant to such Credit Agreement and the date and amount of each payment or prepayment of principal thereof, each continuation thereof, each conversion of all or a portion thereof to another Type and, in the case of Eurodollar Loans, the length of each Interest Period and the applicable Adjusted LIBO Rate with respect thereto. Each such recordation shall constitute prima facie evidence of the accuracy of the information so recorded, provided that the failure to make any such recordation or any error in any such recordation shall not affect the obligations of the Borrower under such Credit Agreement or this Note.

This Note (a) is one of the Notes referred to in the "Facility A" Third Amended and Restated Credit Agreement, dated as of January 23, 2001 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lender, the other banks and financial institutions from time to time parties thereto, Goldman Sachs Credit Partners L.P., as Joint Book Runner, Joint Lead Arranger and sole Syndication Agent, 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 The Chase Manhattan Bank, as Administrative Agent, (b) is

subject to the provisions of the Credit Agreement and (c) is subject to optional and mandatory prepayment in whole or in part as provided in the Credit Agreement.

Upon the occurrence of any one or more Events of Default as specified in the Credit Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided in the Credit Agreement.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

AMERADA HESS CORPORATION

By:
Title:

EXHIBIT B-2

EXHIBIT C
TO SECOND AMENDED AND RESTATED
CREDIT AGREEMENT

AMERADA HESS CORPORATION
1185 Avenue of the Americas
New York, New York 10036

J. BARCLAY COLLINS, II
Executive Vice President
and General Counsel
(212) 536-8577
FAX: (212) 536-8339

January 23, 2001

Goldman Sachs Credit Partners L.P.,
as Joint Lead Arranger, Joint Book Runner and
Sole Syndication Agent
85 Broad Street
New York, NY 10004

Chase Securities Inc.,
as Joint Lead Arranger and Joint Book Runner
270 Park Avenue
New York, New York 10017

The Chase Manhattan Bank
as Administrative Agent
270 Park Avenue
New York, New York 10017

The Lenders party to the
Credit Agreements referred to below from time to time

Ladies and Gentlemen:

I am the general counsel to Amerada Hess Corporation, a Delaware corporation (the "Company"), and have acted as such in connection with the preparation, execution and delivery of (i) the Third Amended and Restated Credit Agreement, dated as of January 23, 2001 (the "Facility A Credit Agreement"), among the Company, the several banks and other financial institutions from time

to time parties thereto (the "Lenders"), Goldman Sachs Credit Partners L.P., as joint book runner, joint lead arranger and sole syndication agent (in such capacity, the "Syndication Agent"), 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 The Chase Manhattan Bank, as administrative agent (in such capacity, the "Administrative Agent) and (ii) the Third Amended and Restated Credit Agreement, dated as of January 23, 2001 (the "Facility B Credit Agreement" and together with the Facility A Credit Agreement, the "Credit Agreements"), among the Company, the several banks and other financial institutions from time to time parties thereto (the "Lenders"), Goldman Sachs Credit Partners L.P., as joint book runner, joint lead arranger and sole syndication agent (in such capacity, the "Syndication Agent"), 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 The Chase Manhattan Bank, as administrative agent (in such capacity, the "Administrative Agent).

The opinions expressed below are furnished to you pursuant to Section 4.01 of the Credit Agreements. Unless otherwise defined herein, terms defined in the Credit Agreements and used herein shall have the meanings given to them in the Credit Agreements.

In arriving at the opinions expressed below, I have examined the following documents:

(a) the Credit Agreements and the Notes signed by the Company (the Credit Agreements and such Notes being hereinafter referred to collectively as the "Transaction Documents"); and

(b) such corporate documents and records of the Company and such other instruments and certificates of public officials, officers and representatives of the Company and other Persons as I have deemed necessary or appropriate for the purpose of the opinion.

In arriving at the opinions expressed below, I have made such investigations of law as I have deemed appropriate as a basis for such opinions.

In rendering the opinions expressed below, I have (a) relied as to certain matters of fact on certificates of the officers of the Company, (b) assumed, with your permission, without independent investigation or inquiry, (i) the authenticity of all documents submitted as originals, (ii) the genuineness of all signatures on all documents that I have examined (other than those of the Company and officers of the Company) and (iii) the conformity to authentic originals of documents submitted as certified, conformed or photostatic copies.

When the opinions expressed below are stated "to the best of my knowledge," I have made reasonable and diligent investigation of the subject matters of such opinions and have no reason

to believe that there exist any facts or other information that would render such opinions incomplete or incorrect.

Based upon and subject to the foregoing, I am of the opinion that:

1. The Company is duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation.

2. The Company has the corporate power and authority to own, lease and operate its properties and to conduct the business in which it is currently engaged and is duly qualified to transact business as a foreign corporation or other legal entity and is in good standing or appropriately qualified in each jurisdiction where its ownership, leasing, or operation of property or the conduct of its business requires such qualification, except to the extent that the failure to have such power and authority and the failure to be so qualified and in good standing does not, in the aggregate, constitute a Material Adverse Effect.

3. The Company has the corporate power and authority to make, deliver and perform its obligations under each Transaction Document and to borrow under the Credit Agreements. The Company has taken all necessary corporate action to authorize the borrowings on the terms and conditions of the Credit Agreements and the other Transaction Documents, and to authorize the execution, delivery and performance of the Credit Agreements and each other Transaction Document. No consent or authorization of, notice to, filing with or other act by or in respect of, any Governmental Authority or any other Person is required in connection with (i) the borrowings by the Company under the Credit Agreements or (ii) the execution, delivery and performance by the Company, or the validity or enforceability against the Company, of each Transaction Document.

4. Each Transaction Document has been duly executed and delivered on behalf of the Company. Each Transaction Document constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms.

5. The execution and delivery of each Transaction Document by the Company, the performance by the Company of its obligations thereunder, the consummation of the transactions contemplated thereby, the compliance by the Company with any of the provisions thereof, the borrowings by the Company under the Credit Agreements and the use of proceeds thereof, all as provided therein, (a) will not violate (i) any requirement of law or any regulation or order of any Governmental Authority applicable to the Company or (ii) any Contractual Obligation of the Company or any of its Subsidiaries and (b) will not result in, or require, the creation or imposition of any Lien on any of its or their respective assets or properties pursuant to any such requirement of law (or regulation or order) or Contractual Obligation.

6. No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the best of my knowledge, threatened by or against the

Company or any of its Subsidiaries or against any of its or their respective properties or revenues (a) with respect to the Credit Agreements or any of the other Transaction Documents or (b) which would constitute a Material Adverse Effect.

7. To the best of my knowledge, neither the Company nor any of its Subsidiaries is in default under or with respect to any Contractual Obligations in any respect which would constitute a Material Adverse Effect.

8. The Company is not an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended. The Company is not subject to regulation under any Federal or state statute or regulation which limits its ability to incur Indebtedness.

The opinions set forth in the second sentence of paragraph 4 above are subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law), including, without limitation, concepts of materiality and reasonableness and an implied covenant of good faith and fair dealing.

I am a member of the bar of the State of New York and the opinions expressed herein are based upon and are limited to the laws of such state, the General Corporation Law of the State of Delaware and the Federal laws of the United States of America.

This opinion has been rendered solely for your benefit and for the benefit of your permitted assignees pursuant to Section 9.04 of the Credit Agreements in connection with the Credit Agreements and the other Transaction Documents and the transactions contemplated thereby and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose without my prior written consent; provided, however, that this opinion may be delivered to your regulators, accountants, attorneys and other professional advisers and may be used in connection with any legal or regulatory proceeding relating to the subject matter of this opinion.

Very truly yours,

s/s J. Barclay Collins

J. Barclay Collins

THIRD AMENDED AND RESTATED
CREDIT AGREEMENT

DATED AS OF

JANUARY 23, 2001

AMONG

AMERADA HESS CORPORATION,

THE LENDERS PARTY HERETO,

GOLDMAN SACHS CREDIT PARTNERS L.P.,
AS JOINT BOOK RUNNER, JOINT LEAD ARRANGER AND SOLE SYNDICATION AGENT

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

THE CHASE MANHATTAN BANK,
AS ADMINISTRATIVE AGENT

\$1,500,000,000 REVOLVING CREDIT FACILITY

"FACILITY B"

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THIRD AMENDED AND RESTATED "FACILITY B" CREDIT AGREEMENT

461928.08-New York Server 7A EXECUTION THIRD AMENDED AND RESTATED CREDIT AGREEMENT, dated as of January 23, 2001 (the "Agreement"), among AMERADA HESS CORPORATION, a Delaware corporation (the "Company"), the LENDERS party hereto (the "Lenders"), GOLDMAN SACHS CREDIT PARTNERS L.P. ("GSCP"), as Joint Book Runner, Joint Lead Arranger and Sole Syndication Agent (in such capacity, the "Syndication Agent") CHASE SECURITIES INC ("CSI"), as Joint Book Runner and Joint Lead Arranger, BANK OF AMERICA, N.A. ("Bank of America"), as Co-Documentation Agent and Arranger, CITIBANK, N.A. ("Citibank"), as Co-Documentation Agent and Arranger, BARCLAYS BANK PLC ("Barclays"), as Co-Documentation Agent and Arranger (together with Bank of America and Citibank, the "Documentation Agents") and THE CHASE MANHATTAN BANK ("Chase"), as Administrative Agent (in such capacity the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Company made an offer (the "Offer") to acquire the whole of the ordinary share capital of LASMO Plc (the "Target") on November 6, 2000;

WHEREAS, the Company, GSCP as Joint Book Runner, Joint Lead Arranger and sole Syndication Agent, CSI as Joint Book Runner and Joint Lead Arranger, Bank of America as Co-Documentation Agent and Arranger, Citibank as Co-Documentation Agent and Arranger, Barclays as Co-Documentation Agent and Arranger and Chase as Administrative Agent, entered into a Second Amended and Restated Credit Agreement dated as of November 29, 2000 (the "Second Amended and Restated Facility B Credit Agreement");

WHEREAS, the Company entered into a Credit Agreement, dated as of November 6, 2000 with the lenders and agents party thereto (the "Initial Facility B Credit Agreement"), as amended by the Amended and Restated Credit Agreement, dated as of November 14, 2000 with the lenders and agents party thereto (the "First Amended and Restated Facility B Credit Agreement" and together with the Initial Facility B Credit Agreement and the Second Amended and Restated Facility B Credit Agreement, the "Prior Credit Agreements"). The Prior Credit Agreements were entered into to provide liquidity support for the Company's commercial paper program and/or for financing for the cash purchase price of the Offer and otherwise for general corporate purposes;

WHEREAS, the Offer made by the Company to acquire the Target has lapsed, and the Company no longer intends or has any obligation to acquire the Target or any securities thereof;

WHEREAS, the Company has requested that GSCP, CSI, Bank of America, Citibank, Barclays and Chase amend and restate the Second Amended and Restated Facility B Credit Agreement to (i) acknowledge that the Offer has lapsed, and therefore, change the use of proceeds of the Loans to solely provide for liquidity support for the Company's commercial

paper program and otherwise for general corporate purposes and (ii) to add the Lenders as parties to this Agreement;

WHEREAS, the Lenders are willing to establish such credit facilities on and subject to the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth, the parties hereto agree to amend and restate the Second Amended and Restated Facility B Credit Agreement in its entirety as follows:

ARTICLE I

Definitions

SECTION I.1. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"ABR", when used in reference to any Loan or Borrowing, means that such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"Accommodation Guaranty Indebtedness" shall have the meaning ascribed to it in Article VII(e).

"Adjusted LIBO Rate" means, with respect to any Eurodollar Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

"Administrative Agent" has the meaning ascribed to it in the Preamble.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agents" means the Syndication Agent, the Administrative Agent and the Documentation Agent.

"Alternate Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Base CD Rate in effect on such day plus 1% and (c) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1%. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Base CD Rate or the Federal Funds Effective Rate shall be effective from and including the effective date of such change in the Prime Rate, the Base CD Rate or the Federal Funds Effective Rate, respectively.

"Applicable Percentage" means, with respect to any Lender, the percentage of the total Commitments represented by such Lender's Commitment. If the Commitments have terminated or expired, the Applicable Percentages shall be determined based upon the Commitments most recently in effect, giving effect to any assignments.

"Applicable Facility Fee Rate" means, for any day, with respect to Facility Fees payable hereunder, the applicable rate per annum set forth below based upon reference to the Public Debt Rating as set forth below:

Public Debt Rating S&P/Moody's -----	Applicable Facility Fee Rate -----
Level I ----- > A- or A3	0.100%
Level II ----- BBB+ or Baa1	0.125%
Level III ----- BBB or Baa2	0.150%
Level IV ----- BBB- or Baa3	0.200%
Level V ----- < BBB- or Baa3	0.375%

"Applicable Margin" means, for any day, with respect to any Eurodollar Revolving Loan, the applicable rate per annum set forth below under the caption "Eurodollar Spread" based upon reference to the Public Debt Rating as set forth below:

Public Debt Rating S&P/Moody's -----	Eurodollar Spread -----
Level I ----- > A- or A3 -	0.400%

Public Debt Rating S&P/Moody's -----	Eurodollar Spread -----
Level II ----- BBB+ or Baa1	0.500%
Level III ----- BBB or Baa2	0.725%
Level IV ----- BBB- or Baa3	0.800%
Level V ----- < BBB- or Baa3	1.125%

"Applicable Utilization Fee Rate" means, for any day, with respect to Utilization Fees payable hereunder, the applicable rate per annum set forth below based upon reference to the Public Debt Rating as set forth below:

Public Debt Rating S&P/Moody's -----	Applicable Utilization Fee Rate -----
Level I ----- > A- or A3 -	0.050%
Level II ----- BBB+ or Baa1	0.075%
Level III ----- BBB or Baa2	0.125%
Level IV ----- BBB- or Baa3	0.125%
Level V ----- < BBB- or Baa3	0.250%

"Assessment Rate" means, for any day, the annual assessment rate in effect on such day that is payable by a member of the Bank Insurance Fund classified as "well-capitalized" and within supervisory subgroup "B" (or a comparable successor risk classification) within the meaning of 12 C.F.R. Part 327 (or any successor provision) to the Federal Deposit Insurance Corporation for insurance by such Corporation of time deposits made in dollars at the offices of such member in the United States; provided that if, as a result of any change in any law, rule or

regulation, it is no longer possible to determine the Assessment Rate as aforesaid, then the Assessment Rate shall be such annual rate as shall be determined by the Administrative Agent to be representative of the cost of such insurance to the Lenders.

"Assignment and Acceptance" means an assignment and acceptance entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent.

"Availability Period" means the period from and including the Third Amended and Restated Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the Commitments.

"Base CD Rate" means the sum of (a) the Three-Month Secondary CD Rate multiplied by the Statutory Reserve Rate plus (b) the Assessment Rate.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Borrowing" means (a) Revolving Loans of the same Type, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect or (b) a Competitive Loan or group of Competitive Loans of the same Type made on the same date and as to which a single Interest Period is in effect.

"Borrowing Request" means a request by the Company for Revolving Loans in accordance with Section 2.03.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that the term "Business Day" shall also exclude when used in connection with a Eurodollar Loan, any day on which banks are not open for dealings in dollar deposits in the London interbank market.

"Capital Lease" means, with respect to any Person which is the lessee thereunder, any lease or charter of property, real or personal, which would, in accordance with GAAP, be recorded as an asset under a capital lease on a balance sheet of such Person.

"Capitalized Lease Obligation" means, with respect to any Person on any date, the amount which would, in accordance with GAAP, be recorded as an obligation under a Capital Lease on a balance sheet of such Person as lessee under such Capital Lease as at such date. For all purposes of this Agreement, Capitalized Lease Obligations shall be deemed to be Debt secured by a Lien.

"Change in Law" means (a) the adoption of any law, rule or regulation after the date of this Agreement, (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or (c) compliance by any Lender (or, for purposes of Section 2.13(b), by any lending office of such Lender or by such Lender's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement.

"Class", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans or Competitive Loans.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Commitment" means, with respect to each Lender, the commitment of such Lender to make Revolving Loans, as such commitment may be (a) reduced from time to time pursuant to Section 2.07 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04. The initial amount of each Lender's Commitment is set forth on Schedule 2.01, or in the Assignment and Acceptance pursuant to which such Lender shall have assumed its Commitment, as applicable.

"Company" has the meaning ascribed to it in the Preamble.

"Company Capitalization Ratio" means, on any date, the ratio, expressed as a percentage, of (i) Total Consolidated Debt of the Company and its Consolidated Subsidiaries on such date to (ii) Total Capitalization of the Company and its Consolidated Subsidiaries on such date.

"Competitive", when used in reference to any Loan or Borrowing, means that such Loan, or the Loans comprising such Borrowing, are being made in accordance with Section 2.04.

"Competitive Bid" means an offer by a Competitive Loan Lender to make a Competitive Loan in accordance with Section 2.04.

"Competitive Bid Rate" means, with respect to any Competitive Bid, the Margin or the Fixed Rate, as applicable, offered by the Competitive Loan Lender making such Competitive Bid.

"Competitive Bid Request" means a request by the Company for Competitive Bids in accordance with Section 2.04.

"Competitive Loan Lenders" means Lenders from time to time designated as Competitive Loan Lenders by the Company by written notice to the Administrative Agent (which notice the Administrative Agent shall transmit to each such Competitive Lender).

"Consolidated Current Liabilities" means, with respect to any Person on any date, all amounts which, in conformity with GAAP, would be classified as current liabilities on a consolidated balance sheet of such Person and its Consolidated Subsidiaries as at such date.

"Consolidated Intangibles" means, with respect to any Person on any date, all assets of such Person and its Consolidated Subsidiaries, determined on a consolidated basis, that would, in conformity with GAAP, be classified as intangible assets on a consolidated balance sheet of such Person and its Consolidated Subsidiaries as at such date, including, without limitation, unamortized debt discount and expense, unamortized organization and reorganization expense, costs in excess of the fair market value of acquired companies, patents, trade or service marks, franchises, trade names, goodwill and the amount of all write-ups in the book value of assets resulting from any revaluation thereof (other than revaluations arising out of foreign currency valuations in conformity with GAAP).

"Consolidated Net Tangible Assets" means, with respect to any Person on any date, the amount equal to (a) the amount that would, in conformity with GAAP, be included as assets on the consolidated balance sheet of such Person and its Consolidated Subsidiaries as at such date minus (b) the sum of (i) Consolidated Intangibles of such Person at such date and (ii) Consolidated Current Liabilities of such Person at such date.

"Consolidated Subsidiaries" means, with respect to any Person on any date, all Subsidiaries and other entities whose accounts are consolidated with the accounts of such Person as of such date in accordance with the principles of consolidation reflected in the audited financial statements of such Person as of such date delivered in accordance with Section 5.01.

"Continuing Directors" has the meaning ascribed to it in Article VII.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Debt" means with respect to any Person (i) indebtedness for borrowed money (including, without limitation, indebtedness evidenced by debt securities); (ii) obligations to pay the deferred purchase price of property or services, except trade accounts payable in the ordinary

course of business; (iii) Capitalized Lease Obligations, in the case of each of the foregoing clauses (i) through (iii), for which such Person or any of its Consolidated Subsidiaries shall be liable as primary obligor or under any Guaranty of any such indebtedness or other such obligations of an entity not included in such Person's consolidated financial statements and (iv) any such indebtedness or other such obligations of any entity not included in such Person's consolidated financial statements secured in any manner by any Lien upon any assets of such Person or any of its Consolidated Subsidiaries; provided that for purposes of the computation of any Debt under this Agreement there shall be no duplication of any item of primary or other indebtedness or other obligation referred to herein above, whether such item reflects the indebtedness or other obligation of such Person or any of its Consolidated Subsidiaries or of any entity not included in such Person's consolidated financial statements; and provided, further, that when computing Debt of the Company under this Agreement the first \$100,000,000 in the aggregate for which the Company and its Consolidated Subsidiaries shall be liable under any Guaranty of any such indebtedness or other such obligations of an entity not included in the Company's consolidated financial statements shall be excluded from the computation of Debt of the Company.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Documentation Agents" shall have the meaning ascribed to it in the Preamble.

"dollars" or "\$" refers to lawful money of the United States of America.

"Environmental Laws" means any and all federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment or the release of any materials into the environment.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Company or any of its Consolidated Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"Eurodollar", when used in reference to any Loan or Borrowing, means that such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate (or, in the case of a Competitive Loan, the LIBO Rate).

"Event of Default" has the meaning assigned to such term in Article VII.

"Excluded Taxes" means, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Company hereunder, (a) income or franchise taxes imposed on (or measured by) its net income by the United States of America, or by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the Company is located and (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Company under Section 2.17(b)) or any foreign branch or Affiliate of a Lender caused by such Lender to make a Loan under Section 2.02(b), any withholding tax that is imposed by the United States of America on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party to this Agreement or such foreign branch or Affiliate is caused to make such a Loan or is attributable to such Foreign Lender's or such foreign branch's or Affiliate's failure or inability to comply with Section 2.15(e), except to the extent that such Foreign Lender's assignor (if any) was entitled, at the time of assignment, to receive additional amounts from the Company with respect to such withholding tax pursuant to Section 2.15(a).

"Existing Credit Agreement" means the Credit Agreement, dated as of May 20, 1997, among the Company, Amerada Hess Limited, Amerada Hess Norge A/S, Amerada Hess A/S, the other subsidiary borrowers and lenders party thereto, and The Chase Manhattan Bank, as administrative agent thereunder.

"Facility A Credit Agreement" means the \$1,500,000,000 Third Amended and Restated Revolving Credit Facility, dated as of the date hereof, among the Company, the lenders party thereto, Goldman Sachs Credit Partners L.P., as joint book runner, joint lead arranger and sole syndication agent, 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 The Chase Manhattan Bank, as administrative agent.

"Facility Fee" has meaning ascribed to it in Section 2.10(a).

"Federal Funds Effective Rate" means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if

necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"Financial Officer" means, with respect to the Company, the chief financial officer, principal accounting officer, treasurer or controller of the Company.

"First Amended and Restated Facility B Credit Agreement" has the meaning ascribed to it in the Preamble.

"Fixed Rate" means, with respect to any Competitive Loan (other than a Eurodollar Competitive Loan), the fixed rate of interest per annum specified by the Lender making such Competitive Loan in its related Competitive Bid.

"Fixed Rate Loan" means a Competitive Loan bearing interest at a Fixed Rate.

"Foreign Lender" means any Lender that is organized under the laws of a jurisdiction other than that in which the Company is located. For purposes of this definition, the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"GAAP" means for all purposes hereof generally accepted accounting principles in the United States of America.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Guaranty" by any Person means any direct or indirect undertaking to assume, guaranty, endorse, contingently agree to purchase or to provide funds for the payment of, or otherwise become liable in respect of, any obligation of any other Person, excluding endorsements for collection or deposit in the ordinary course of business.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Indemnatee" shall have the meaning ascribed to it in Section

9.03.

"Information" shall have the meaning ascribed to it in Section

9.12.

"Initial Facility B Credit Agreement" has the meaning ascribed to it in the Preamble.

"Interest Election Request" means a request by the Company to convert or continue a Revolving Borrowing in accordance with Section 2.06.

"Interest Payment Date" means (a) with respect to any ABR Loan, the last day of each March, June, September and December, (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than three months' duration, each day during such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period, and (c) with respect to any Fixed Rate Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Fixed Rate Borrowing with an Interest Period of more than 90 days' duration (unless otherwise specified in the applicable Competitive Bid Request), each day prior to the last day of such Interest Period that occurs at intervals of 90 days' duration after the first day of such Interest Period, and any other dates that are specified in the applicable Competitive Bid Request as Interest Payment Dates with respect to such Borrowing.

"Interest Period" means (a) with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is 7 days (if generally available), one, two, three or six months thereafter, as the Company may elect and (b) with respect to any Fixed Rate Borrowing, the period (which shall not be less than 7 days or more than 360 days) commencing on the date of such Borrowing and ending on the date specified in the applicable Competitive Bid Request; provided, that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless, in the case of a Eurodollar Borrowing only, such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (ii) any Interest Period pertaining to a Eurodollar Borrowing that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period and (iii) except with respect to any Competitive Loan Lender which otherwise agrees, any Interest Period that otherwise would extend beyond the Maturity Date applicable to any Lender shall end on the Maturity Date applicable to such Lender. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and, in the case of a Revolving Borrowing, thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Lenders" means the Persons listed on Schedule 2.01 and any other Person that shall have become a party hereto pursuant to an Assignment and Acceptance, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Acceptance.

"LIBO Rate" means, with respect to each Interest Period pertaining to a Eurodollar Loan, the rate per annum determined by the Administrative Agent to be the offered rate for deposits in dollars with a term comparable to such Interest Period that appears on the Telerate Page at approximately 11:00 a.m., London time, two Business Days prior to the beginning of such Interest Period; provided, however, that if at any time for any reason such offered rate does not appear on the Telerate Page, "LIBO Rate" shall mean, with respect to each day during each Interest Period pertaining to a Eurodollar Loan, the rate per annum equal to the average (rounded upward to the nearest 1/100 of 1%) of the respective rates notified to the Administrative Agent by each of the Reference Bank as the rate at which such Reference Lender is offered deposits in dollars at or about 11:00 a.m., London time, two Business Days prior to the beginning of such Interest Period in the London interbank market for delivery on the first day of such Interest Period for the number of days comprised therein.

"Lien" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any agreement to give any of the foregoing), any conditional sale or other title retention agreement, or any lease in the nature thereof.

"Loan Documents" means, collectively, this Agreement and all other agreements, instruments and documents executed in connection herewith and therewith, in each case as the same may be amended, restated, modified or otherwise supplemented from time to time.

"Loans" means the loans made by the Lenders to the Company pursuant to this Agreement.

"Margin" means, with respect to any Competitive Loan bearing interest at a rate based on the LIBO Rate, the marginal rate of interest, if any, to be added to or subtracted from the LIBO Rate to determine the rate of interest applicable to such Loan, as specified by the Lender making such Loan in its related Competitive Bid.

"Margin Stock" shall have the meaning provided in Regulation U of the Board.

"Material Adverse Effect" means (a) when used in any representation and warranty or covenant of the Company on and as of the Third Amended and Restated Effective Date, any event, development or circumstance that has had or could reasonably be expected to have a material adverse effect on (i) the business, assets, property or financial condition of the Company and its Consolidated Subsidiaries taken as a whole, or (ii) the validity or enforceability of this Agreement or the rights and remedies of the Administrative Agent and the Lenders hereunder and (b) when used in any representation and warranty or covenant of the Company on any date after the Third Amended and Restated Effective Date, any change in the consolidated

financial condition or operations of the Company and its Consolidated Subsidiaries from that set forth in the consolidated balance sheet of the Company dated as of December 31, 1999 that is likely to materially and adversely affect the Company's ability to comply with Section 6.01 or to perform its other obligations to the Lenders under this Agreement.

"Material Indebtedness" means Debt (other than the Loans) of the Company in an aggregate principal amount exceeding \$10,000,000.

"Maturity Date" means the fifth year anniversary of the Third Amendment Effective Date.

"Moody's" means Moody's Investors Service, Inc.

"Note" has the meaning ascribed to it in Section 2.08(e).

"Offer" has the meaning ascribed to it in the Preamble.

"Other Taxes" means any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement.

"Participant" has the meaning ascribed to it in Section 9.04.

"Permitted Encumbrances" means with respect to the Company:

(a) Liens imposed by law for taxes that are not yet due or are being contested in good faith by appropriate proceedings and as to which appropriate reserves have been set aside in accordance with GAAP;

(b) carriers', warehousemen's, mechanics', materialmen's, and repairmen's Liens, Liens for crew's wages or salvage (or making deposits to release such Liens) and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days or are being contested in good faith by appropriate proceedings and as to which appropriate reserves have been set aside in accordance with GAAP;

(c) Liens on standard industry terms imposed by charter parties or under contracts of affreightment;

(d) Liens arising out of judgments or awards against the Company or any of its Consolidated Subsidiaries with respect to which the Company or such Subsidiary at the time shall currently be prosecuting an appeal or proceedings for review and with

respect to which it shall have secured a stay of execution pending such appeal or proceedings for review;

(e) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(f) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds or performance bonds, margin posted to secure payment or performance under futures, forwards or Swap Agreements, and other obligations of a like nature, in each case in the ordinary course of business;

(g) easements, zoning restrictions, rights-of-way and similar encumbrances on real property and imperfections of titles imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Company or any of its Consolidated Subsidiaries;

(h) Liens on any oil and/or gas properties or other mineral interests of the Company or any of its Consolidated Subsidiaries, whether developed or undeveloped, arising (i) as security for the Company's or such Subsidiary's costs and expenses incurred by it in connection with the exploration, development or operation of such properties, in favor of a person who is conducting the exploration, development or operation of such properties, or (ii) in connection with farmout, dry hole, bottom hole, communitization, unitization, pooling and operating agreements and/or other agreements of like general nature incident to the acquisition, exploration, development and operation of such properties or as required by regulatory agencies having jurisdiction in the premises; and

(i) overriding royalties, royalties, production payments, net profits interests or like interests to be paid out of production from oil and/or gas properties or other mineral interests of the Company or any of its Consolidated Subsidiaries, or to be paid out of the proceeds from the sale of any such production;

provided that the term "Permitted Encumbrances" shall not include any Lien securing Debt.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Prior Credit Agreements" has the meaning ascribed to it in the Preamble.

"Prime Rate" means the rate of interest per annum publicly announced from time to time by the Reference Bank as its prime rate in effect at its principal office in New York City;

each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

"Public Debt Rating" means, the ratings (whether explicit or, if not explicit, implied) assigned by S&P and Moody's to Company's senior unsecured non-credit enhanced long term debt. For purposes of the foregoing, (a) if only one of S&P and Moody's shall have in effect a Public Debt Rating, the Applicable Facility Fee Rate, Applicable Margin and the Applicable Utilization Fee Rate shall be determined by reference to the available rating; (b) if neither S&P nor Moody's shall have in effect a Public Debt Rating, the Applicable Facility Fee Rate, Applicable Margin and the Applicable Utilization Fee Rate will be set in accordance with Level V under the definition of "Applicable Facility Fee Rate", "Applicable Margin" or "Applicable Utilization Fee Rate", as the case may be; (c) if the ratings established by S&P and Moody's shall fall within different levels, the Applicable Facility Fee Rate, the Applicable Margin and the Applicable Utilization Fee Rate shall be based upon the higher of such ratings, provided that if the lower of such ratings is more than one level below the higher of such ratings, the Applicable Facility Fee Rate, Applicable Margin and the Applicable Utilization Fee Rate shall be determined by reference to the level that is one level above such lower rating, provided, further, that if either of the ratings established by S&P or Moody's shall fall within Level V, the Applicable Facility Fee Rate, the Applicable Margin and the Applicable Utilization Fee Rate will be set in accordance with Level V under the definition of "Applicable Facility Fee Rate", "Applicable Margin" or "Applicable Utilization Fee Rate", as the case may be; (d) if any rating established by S&P or Moody's shall be changed, such change shall be effective as of the date on which such change is first announced publicly by the rating agency making such change; and (e) if S&P or Moody's shall change the basis on which ratings are established, each reference to the Public Debt Rating announced by S&P or Moody's, as the case may be, shall refer to the then equivalent rating by S&P or Moody's, as the case may be.

"Reference Bank" means The Chase Manhattan Bank, or such other bank or banks as may from time to time be designated by the Company and approved by the Administrative Agent.

"Register" has the meaning ascribed to it in Section 9.04.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person's Affiliates.

"Required Lenders" means, (a) at any time prior to the termination of the Commitments pursuant to Article VII, Lenders having Commitments representing at least 51% of the aggregate Commitments at such time (provided that, for purposes of declaring the Loans to be due and payable pursuant to Article VII, the outstanding Competitive Loans of the Lenders shall be included in their respective Commitments in determining the Required Lenders) and (b) for all purposes after the termination of the Commitments pursuant to Article VII, Lenders

having outstanding Loans representing at least 51% of the aggregate outstanding principal amount of Loans.

"Revolving Credit Exposure" means, with respect to any Lender at any time, the outstanding principal amount of such Lender's Revolving Loans.

"Revolving Loan" means a Loan made pursuant to Section 2.03.

"S&P" means Standard & Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc., or any successor thereto.

"SEC" shall mean the Securities and Exchange Commission.

"Scheduled Debt" has the meaning ascribed to it in Section 3.10.

"Significant Subsidiary" shall mean, with respect to any Person on any date, a Consolidated Subsidiary of such Person that as of such time satisfies the definition of a "significant subsidiary" contained as of the date hereof in Regulation S-X of the SEC.

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Administrative Agent is subject (a) with respect to the Base CD Rate, for new negotiable nonpersonal time deposits in dollars of over \$100,000 with maturities approximately equal to three months and (b) with respect to the Adjusted LIBO Rate, for eurodollar funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more Subsidiaries of the parent or by the parent and one or more Subsidiaries of the parent.

"Swap Agreement" means any interest rate, currency or commodity swap agreement or other interest rate, currency or commodity price protection agreement capable of financial settlement only.

"Swap Payment Obligation" means, with respect to any Person, an obligation of such Person to pay money, either in respect of a periodic payment or upon termination, to a counterparty under a Swap Agreement, after giving effect to any netting arrangements between such Person and such counterparty and such Person's rights of set-off in respect of such obligation provided for in such Swap Agreement.

"Syndication Agent" has the meaning ascribed to it in the Preamble.

"Target" has the meaning ascribed to it in the Preamble.

"Taxes" means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority.

"Telerate Page" means the display designated as Page 3750 on the Dow Jones Markets System (or such other page as may replace such page on such service for the purpose of displaying the rates at which dollar deposits are offered by leading banks in the London interbank deposit market).

"Third Amended and Restated Effective Date" means the date on which the conditions set forth in Section 4.01 are satisfied.

"Three-Month Secondary CD Rate" means, for any day, the secondary market rate for three-month certificates of deposit reported as being in effect on such day (or, if such day is not a Business Day, the next preceding Business Day) by the Board through the public information telephone line of the Federal Reserve Bank of New York (which rate will, under the current practices of the Board, be published in Federal Reserve Statistical Release H.15(519) during the week following such day) or, if such rate is not so reported on such day or such next preceding Business Day, the average of the secondary market quotations for three-month certificates of deposit of major money center banks in New York City received at approximately 10:00 a.m., New York City time, on such day (or, if such day is not a Business Day, on the next preceding Business Day) by the Administrative Agent from three negotiable certificate of deposit dealers of recognized standing selected by it.

"Total Capitalization", of any Person on any date, means the sum of (i) Total Consolidated Debt of such Person on such date and (ii) shareholders' equity of such Person on such date, determined on a consolidated basis in accordance with GAAP.

"Total Consolidated Debt", of any Person on any date, means all Debt of such Person and its Consolidated Subsidiaries on such date, determined on a consolidated basis in accordance with GAAP.

"Total Exposure" means, with respect to any Lender at any time, the sum of (i) the Revolving Credit Exposure of such Lender and (ii) the aggregate outstanding principal amount of such Lender's Competitive Loans.

"Transactions" means each of the execution, delivery and performance by the Company of this Agreement and the borrowing of Loans hereunder.

"Type", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate, the Alternate Base Rate or, in the case of a Competitive Loan or Borrowing, the LIBO Rate or a Fixed Rate.

"Utilization Fee" has the meaning ascribed to it in Section 2.10(b).

SECTION I.2. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a "Revolving Loan") or by Type (e.g., a "Eurodollar Loan") or by Class and Type (e.g., a "Eurodollar Revolving Loan"). Borrowings also may be classified and referred to by Class (e.g., a "Revolving Borrowing") or by Type (e.g., a "Eurodollar Borrowing") or by Class and Type (e.g., a "Eurodollar Revolving Borrowing").

SECTION I.3. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's permitted successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION I.4. Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Company notifies the Administrative Agent that the Company requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Company that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such amendment is rejected or such provision is amended in accordance herewith.

ARTICLE II

The Credits

SECTION II.1. Commitments. Subject to the terms and conditions set forth herein, each Lender agrees to make Revolving Loans to the Company from time to time during the Availability Period in an aggregate principal amount not exceeding the amount of such Lender's Commitment; provided, that after giving effect to each Revolving Credit Loan (a) no Lender's Revolving Credit Exposure shall exceed such Lender's Commitment, and (b) the sum of the Total Exposures of all the Lenders shall not exceed the sum of the Commitments of all Lenders. Within the foregoing limits and subject to the terms and conditions set forth herein, the Company may borrow, prepay and reborrow Revolving Loans.

SECTION II.2. Loans and Borrowings. (a) Each Revolving Loan shall be made as part of a Borrowing consisting of Revolving Loans made by the Lenders, ratably in accordance with their respective Commitments. Each Competitive Loan shall be made in accordance with the procedures set forth in Section 2.04. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments and Competitive Bids of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

SUBJECT TO SECTION 2.12, (i) EACH REVOLVING BORROWING SHALL BE COMPRISED ENTIRELY OF ABR LOANS OR EURODOLLAR LOANS AS THE COMPANY MAY REQUEST IN ACCORDANCE HEREWITH AND SHALL BE IN DOLLARS AND (ii) EACH COMPETITIVE BORROWING SHALL BE COMPRISED ENTIRELY OF EURODOLLAR LOANS OR FIXED RATE LOANS AS THE COMPANY MAY REQUEST IN ACCORDANCE HEREWITH AND SHALL BE IN DOLLARS. EACH LENDER AT ITS OPTION MAY MAKE ANY LOAN BY CAUSING ANY DOMESTIC OR FOREIGN BRANCH OR AFFILIATE OF SUCH LENDER TO MAKE SUCH LOAN; PROVIDED THAT ANY EXERCISE OF SUCH OPTION SHALL

NOT AFFECT THE OBLIGATION OF THE COMPANY TO REPAY SUCH LOAN IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

AT THE COMMENCEMENT OF EACH INTEREST PERIOD FOR ANY EURODOLLAR REVOLVING BORROWING, SUCH BORROWING SHALL BE IN AN AGGREGATE AMOUNT THAT IS AN INTEGRAL MULTIPLE OF \$1,000,000 AND NOT LESS THAN \$10,000,000. AT THE TIME THAT EACH ABR REVOLVING BORROWING IS MADE, SUCH BORROWING SHALL BE IN AN AGGREGATE AMOUNT THAT IS AN INTEGRAL MULTIPLE OF \$1,000,000 AND NOT LESS THAN \$10,000,000; PROVIDED THAT AN ABR REVOLVING BORROWING MAY BE IN AN AGGREGATE AMOUNT THAT IS EQUAL TO THE ENTIRE UNUSED BALANCE OF THE TOTAL COMMITMENTS. EACH COMPETITIVE BORROWING SHALL BE IN AN AGGREGATE AMOUNT THAT IS AN INTEGRAL MULTIPLE OF \$1,000,000 AND NOT LESS THAN \$10,000,000. BORROWINGS OF MORE THAN ONE TYPE AND CLASS MAY BE OUTSTANDING AT THE SAME TIME; PROVIDED THAT THERE SHALL NOT AT ANY TIME BE MORE THAN A TOTAL OF 10 OUTSTANDING EURODOLLAR REVOLVING BORROWINGS.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE COMPANY SHALL NOT BE ENTITLED TO REQUEST, OR TO ELECT TO CONVERT OR CONTINUE, ANY BORROWING IF THE INTEREST PERIOD REQUESTED WITH RESPECT THERETO WOULD END AFTER THE MATURITY DATE.

SECTION II.3. Requests for Revolving Borrowings. To request a Revolving Borrowing, the Company shall notify the Administrative Agent of such request by telephone (a) in the case of a Eurodollar Borrowing, not later than 11:00 a.m., New York City time, three Business Days before the date of the proposed Borrowing or (b) in the case of any ABR Borrowing, not later than 11:00 a.m., New York City time, on the Business Day of the proposed Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent at its office set forth in Section 9.01 of a written Borrowing Request in a form approved by the Administrative Agent and signed by the Company. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

THE AGGREGATE AMOUNT OF THE REQUESTED BORROWING;

THE DATE OF SUCH BORROWING, WHICH SHALL BE A BUSINESS DAY;

WHETHER SUCH BORROWING IS TO BE AN ABR BORROWING OR A EURODOLLAR BORROWING;

IN THE CASE OF A EURODOLLAR BORROWING, THE INITIAL INTEREST PERIOD TO BE APPLICABLE THERETO,

WHICH SHALL BE A PERIOD CONTEMPLATED BY THE DEFINITION OF THE TERM "INTEREST PERIOD"; AND

THE LOCATION AND NUMBER OF THE COMPANY'S ACCOUNT TO WHICH FUNDS ARE TO BE DISBURSED, WHICH SHALL COMPLY WITH THE REQUIREMENTS OF SECTION 2.05.

If no election as to the Type of Revolving Borrowing is specified, then the requested Revolving Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Eurodollar Revolving Borrowing, then the Company shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

SECTION II.4 Bid Procedure for Competitive Loans. (a) Subject to the terms and conditions set forth herein, from time to time during the Availability Period the Company may request Competitive Bids and may (but shall not have any obligation to) accept Competitive Bids and borrow Competitive Loans; provided, that after giving effect to each Competitive Loan the sum of the Total Exposures of all the Lenders shall not exceed the sum of the Commitments of all Lenders. To request Competitive Bids, the Company shall notify the Administrative Agent at its office set forth in Section 9.01 of such request by telephone, (i) in the case of a Eurodollar Competitive Borrowing, not later than 11:00 a.m., New York City time, four Business Days before the date of the proposed Borrowing and (ii) in the case of a Fixed Rate Borrowing, not later than 10:00 a.m., New York City time, one Business Day before the date of the proposed Borrowing. Each such telephonic Competitive Bid Request shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written Competitive Bid Request in a form approved by the Administrative Agent and signed by the Company. Each such telephonic and written Competitive Bid Request shall specify the following information in compliance with Section 2.02:

THE AGGREGATE AMOUNT OF THE REQUESTED BORROWING;

THE DATE OF SUCH BORROWING, WHICH SHALL BE A BUSINESS DAY;

WHETHER SUCH BORROWING IS TO BE A EURODOLLAR BORROWING OR A FIXED RATE BORROWING;

THE INTEREST PERIOD TO BE APPLICABLE TO SUCH BORROWING, WHICH SHALL BE A PERIOD CONTEMPLATED BY THE DEFINITION OF THE TERM "INTEREST PERIOD";

THE MATURITY DATE OF SUCH BORROWING, WHICH SHALL BE NO LESS THAN SEVEN AND NO MORE THAN 360 DAYS FROM THE REQUESTED DRAWDOWN DATE OF SUCH BORROWING; AND

THE LOCATION AND NUMBER OF THE COMPANY'S ACCOUNT TO WHICH FUNDS ARE TO BE DISBURSED, WHICH SHALL COMPLY WITH THE REQUIREMENTS OF SECTION 2.05.

Promptly following receipt of a Competitive Bid Request in accordance with this Section, the Administrative Agent shall notify the Competitive Loan Lenders of the details thereof by telecopy, inviting the Competitive Loan Lenders to submit Competitive Bids.

EACH COMPETITIVE LOAN LENDER MAY (BUT SHALL NOT HAVE ANY OBLIGATION TO) MAKE ONE OR MORE COMPETITIVE BIDS TO THE COMPANY IN RESPONSE TO A COMPETITIVE BID REQUEST. EACH COMPETITIVE BID BY A COMPETITIVE LOAN LENDER MUST BE IN A FORM APPROVED BY THE ADMINISTRATIVE AGENT AND MUST BE RECEIVED BY THE ADMINISTRATIVE AGENT AT ITS OFFICE SET FORTH IN SECTION 9.01 BY TELECOPY, (i) IN THE CASE OF A EURODOLLAR COMPETITIVE BORROWING, NOT LATER THAN 9:30 A.M., NEW YORK CITY TIME, THREE BUSINESS DAYS BEFORE THE DATE OF THE PROPOSED BORROWING AND (ii) IN THE CASE OF A FIXED RATE BORROWING, NOT LATER THAN 9:30 A.M., NEW YORK CITY TIME, ON THE PROPOSED DATE OF SUCH COMPETITIVE BORROWING. COMPETITIVE BIDS THAT DO NOT CONFORM SUBSTANTIALLY TO THE FORM APPROVED BY THE ADMINISTRATIVE AGENT MAY BE REJECTED BY THE ADMINISTRATIVE AGENT, AND THE ADMINISTRATIVE AGENT SHALL NOTIFY THE APPLICABLE COMPETITIVE LOAN LENDER OF SUCH REJECTION AS PROMPTLY AS PRACTICABLE. EACH COMPETITIVE BID SHALL SPECIFY (i) THE PRINCIPAL AMOUNT (WHICH SHALL BE A MINIMUM OF \$5,000,000 AND AN INTEGRAL MULTIPLE OF \$1,000,000 AND WHICH MAY EQUAL THE ENTIRE PRINCIPAL AMOUNT OF THE COMPETITIVE BORROWING REQUESTED BY THE COMPANY) OF THE COMPETITIVE LOAN OR LOANS THAT THE COMPETITIVE LOAN LENDER IS WILLING TO MAKE, (ii) THE COMPETITIVE BID RATE OR RATES AT WHICH THE COMPETITIVE LOAN LENDER IS PREPARED TO MAKE SUCH LOAN OR LOANS (EXPRESSED AS A PERCENTAGE RATE PER ANNUM IN THE FORM OF A DECIMAL TO NO MORE THAN FOUR DECIMAL PLACES) AND (iii) THE INTEREST PERIOD APPLICABLE TO EACH SUCH LOAN AND THE LAST DAY THEREOF.

THE ADMINISTRATIVE AGENT SHALL PROMPTLY NOTIFY THE COMPANY BY TELECOPY OF THE COMPETITIVE BID RATE AND THE PRINCIPAL AMOUNT SPECIFIED IN EACH COMPETITIVE BID AND THE IDENTITY OF THE LENDER THAT SHALL HAVE MADE SUCH COMPETITIVE BID.

SUBJECT ONLY TO THE PROVISIONS OF THIS PARAGRAPH, THE COMPANY MAY ACCEPT OR REJECT ANY COMPETITIVE BID. THE COMPANY SHALL NOTIFY THE ADMINISTRATIVE AGENT BY

TELEPHONE, CONFIRMED BY TELECOPY IN A FORM APPROVED BY THE ADMINISTRATIVE AGENT, WHETHER AND TO WHAT EXTENT IT HAS DECIDED TO ACCEPT OR REJECT EACH COMPETITIVE BID, (i) IN THE CASE OF A EURODOLLAR COMPETITIVE BORROWING, NOT LATER THAN 10:30 A.M., NEW YORK CITY TIME, THREE BUSINESS DAYS BEFORE THE DATE OF THE PROPOSED BORROWING AND (ii) IN THE CASE OF A FIXED RATE BORROWING, NOT LATER THAN 10:30 A.M., NEW YORK CITY TIME, ON THE PROPOSED DATE OF SUCH COMPETITIVE BORROWING; PROVIDED THAT (i) THE FAILURE OF THE COMPANY TO GIVE SUCH NOTICE SHALL BE DEEMED TO BE A REJECTION OF EACH COMPETITIVE BID, (ii) THE COMPANY SHALL NOT ACCEPT A COMPETITIVE BID MADE AT A PARTICULAR COMPETITIVE BID RATE IF THE COMPANY REJECTS A COMPETITIVE BID MADE AT A LOWER COMPETITIVE BID RATE, (iii) THE AGGREGATE AMOUNT OF THE COMPETITIVE BIDS ACCEPTED BY THE COMPANY SHALL NOT EXCEED THE AGGREGATE AMOUNT OF THE REQUESTED COMPETITIVE BORROWING SPECIFIED IN THE RELATED COMPETITIVE BID REQUEST, (iv) TO THE EXTENT NECESSARY TO COMPLY WITH CLAUSE (iii) OF THIS PROVISIO, THE COMPANY MAY ACCEPT COMPETITIVE BIDS AT THE SAME COMPETITIVE BID RATE IN PART, WHICH ACCEPTANCE, IN THE CASE OF MULTIPLE COMPETITIVE BIDS AT SUCH COMPETITIVE BID RATE, SHALL BE MADE PRO RATA IN ACCORDANCE WITH THE AMOUNT OF EACH SUCH COMPETITIVE BID, AND (v) EXCEPT PURSUANT TO CLAUSE (iv) ABOVE, NO COMPETITIVE BID SHALL BE ACCEPTED FOR A COMPETITIVE LOAN UNLESS SUCH COMPETITIVE LOAN IS IN A MINIMUM PRINCIPAL AMOUNT OF \$5,000,000 AND AN INTEGRAL MULTIPLE OF \$1,000,000; PROVIDED FURTHER THAT IF A COMPETITIVE LOAN MUST BE IN AN AMOUNT LESS THAN \$5,000,000 BECAUSE OF THE PROVISIONS OF CLAUSE (iv) ABOVE, SUCH COMPETITIVE LOAN MAY BE FOR A MINIMUM OF \$1,000,000 OR ANY INTEGRAL MULTIPLE THEREOF, AND IN CALCULATING THE PRO RATA ALLOCATION OF ACCEPTANCES OF PORTIONS OF MULTIPLE COMPETITIVE BIDS AT A PARTICULAR COMPETITIVE BID RATE PURSUANT TO CLAUSE (iv) THE AMOUNTS SHALL BE ROUNDED TO INTEGRAL MULTIPLES OF \$1,000,000 IN A MANNER DETERMINED BY THE COMPANY. A NOTICE GIVEN BY THE COMPANY PURSUANT TO THIS PARAGRAPH SHALL BE IRREVOCABLE.

THE ADMINISTRATIVE AGENT SHALL PROMPTLY NOTIFY EACH BIDDING LENDER BY TELECOPY WHETHER OR NOT ITS COMPETITIVE BID HAS BEEN ACCEPTED (AND, IF SO, THE AMOUNT AND COMPETITIVE BID RATE SO ACCEPTED), AND EACH SUCCESSFUL BIDDER WILL THEREUPON BECOME BOUND, SUBJECT TO THE TERMS AND CONDITIONS HEREOF, TO MAKE THE COMPETITIVE LOAN IN RESPECT OF WHICH ITS COMPETITIVE BID HAS BEEN ACCEPTED.

IF THE ADMINISTRATIVE AGENT SHALL ELECT TO SUBMIT A COMPETITIVE BID IN ITS CAPACITY AS A LENDER, IT SHALL SUBMIT SUCH COMPETITIVE BID DIRECTLY TO THE COMPANY AT LEAST ONE QUARTER OF AN HOUR EARLIER THAN THE TIME BY WHICH THE OTHER COMPETITIVE LOAN LENDERS ARE REQUIRED TO SUBMIT THEIR COMPETITIVE BIDS TO THE ADMINISTRATIVE AGENT PURSUANT TO PARAGRAPH (b) OF THIS SECTION.

SECTION II.5. Funding of Borrowings. (a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders; such transfers shall be made by (x) 12:00 Noon, New York City time in the case of Borrowings other than ABR Borrowings and (y) 2:00 PM, New York City time in the case of ABR Borrowings on the date such Loan is made. The Administrative Agent will make such amounts available to the Company by promptly crediting the amounts so received, in like funds, to an account of the Company designated by the Company in the applicable Borrowing Request or Competitive Bid Request.

UNLESS THE ADMINISTRATIVE AGENT SHALL HAVE RECEIVED NOTICE FROM A LENDER PRIOR TO THE PROPOSED DATE OF ANY BORROWING THAT SUCH LENDER WILL NOT MAKE AVAILABLE TO THE ADMINISTRATIVE AGENT SUCH LENDER'S SHARE OF SUCH BORROWING, THE ADMINISTRATIVE AGENT MAY ASSUME THAT SUCH LENDER HAS MADE SUCH SHARE AVAILABLE ON SUCH DATE IN ACCORDANCE WITH PARAGRAPH (a) OF THIS SECTION AND MAY, IN RELIANCE UPON SUCH ASSUMPTION, MAKE AVAILABLE TO THE COMPANY A CORRESPONDING AMOUNT. IN SUCH EVENT, IF A LENDER HAS NOT IN FACT MADE ITS SHARE OF THE APPLICABLE BORROWING AVAILABLE TO THE ADMINISTRATIVE AGENT, THEN THE APPLICABLE LENDER AND THE COMPANY SEVERALLY AGREE TO PAY TO THE ADMINISTRATIVE AGENT FORTHWITH ON DEMAND SUCH CORRESPONDING AMOUNT WITH INTEREST THEREON, FOR EACH DAY FROM AND INCLUDING THE DATE SUCH AMOUNT IS MADE AVAILABLE TO THE COMPANY TO BUT EXCLUDING THE DATE OF PAYMENT TO THE ADMINISTRATIVE AGENT, AT (i) IN THE CASE OF SUCH LENDER, THE FEDERAL FUNDS EFFECTIVE RATE OR (ii) IN THE CASE OF THE COMPANY, THE INTEREST RATE APPLICABLE TO ABR LOANS. IF SUCH LENDER PAYS SUCH AMOUNT TO THE ADMINISTRATIVE AGENT, THEN SUCH AMOUNT SHALL CONSTITUTE SUCH LENDER'S LOAN INCLUDED IN SUCH BORROWING.

SECTION II.6. Interest Elections. (a) Each Revolving Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurodollar Revolving Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Company may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Revolving Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Company may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section shall not apply to Competitive Borrowings, which may not be converted or continued.

TO MAKE AN ELECTION PURSUANT TO THIS SECTION, THE COMPANY SHALL NOTIFY THE ADMINISTRATIVE AGENT OF SUCH ELECTION BY TELEPHONE BY THE TIME THAT A BORROWING

REQUEST WOULD BE REQUIRED UNDER SECTION 2.03 IF THE COMPANY WERE REQUESTING A REVOLVING BORROWING OF THE TYPE RESULTING FROM SUCH ELECTION TO BE MADE ON THE EFFECTIVE DATE OF SUCH ELECTION. EACH SUCH TELEPHONIC INTEREST ELECTION REQUEST SHALL BE IRREVOCABLE AND SHALL BE CONFIRMED PROMPTLY BY HAND DELIVERY OR TELECOPY TO THE ADMINISTRATIVE AGENT OF A WRITTEN INTEREST ELECTION REQUEST IN A FORM APPROVED BY THE ADMINISTRATIVE AGENT AND SIGNED BY THE COMPANY.

EACH TELEPHONIC AND WRITTEN INTEREST ELECTION REQUEST SHALL SPECIFY THE FOLLOWING INFORMATION IN COMPLIANCE WITH SECTION 2.02:

THE BORROWING TO WHICH SUCH INTEREST ELECTION REQUEST APPLIES AND, IF DIFFERENT OPTIONS ARE BEING ELECTED WITH RESPECT TO DIFFERENT PORTIONS THEREOF, THE PORTIONS THEREOF TO BE ALLOCATED TO EACH RESULTING BORROWING (IN WHICH CASE THE INFORMATION TO BE SPECIFIED PURSUANT TO CLAUSES (iii) AND (iv) BELOW SHALL BE SPECIFIED FOR EACH RESULTING BORROWING);

THE EFFECTIVE DATE OF THE ELECTION MADE PURSUANT TO SUCH INTEREST ELECTION REQUEST, WHICH SHALL BE A BUSINESS DAY;

WHETHER THE RESULTING BORROWING IS TO BE AN ABR BORROWING OR A EURODOLLAR BORROWING; AND

IF THE RESULTING BORROWING IS A EURODOLLAR BORROWING, THE INTEREST PERIOD TO BE APPLICABLE THERETO AFTER GIVING EFFECT TO SUCH ELECTION, WHICH SHALL BE A PERIOD CONTEMPLATED BY THE DEFINITION OF THE TERM "INTEREST PERIOD".

If any such Interest Election Request requests a Eurodollar Borrowing but does not specify an Interest Period, then the Company shall be deemed to have selected an Interest Period of one month's duration.

PROMPTLY FOLLOWING RECEIPT OF AN INTEREST ELECTION REQUEST, THE ADMINISTRATIVE AGENT SHALL ADVISE EACH LENDER OF THE DETAILS THEREOF AND OF SUCH LENDER'S PORTION OF EACH RESULTING BORROWING.

IF THE COMPANY FAILS TO DELIVER A TIMELY INTEREST ELECTION REQUEST WITH RESPECT TO A EURODOLLAR REVOLVING BORROWING PRIOR TO THE END OF THE INTEREST PERIOD APPLICABLE THERETO, THEN, UNLESS SUCH BORROWING IS REPAYED AS PROVIDED HEREIN, AT THE END OF

SUCH INTEREST PERIOD SUCH BORROWING SHALL BE CONVERTED TO AN ABR BORROWING. NOTWITHSTANDING ANY CONTRARY PROVISION HEREOF, IF AN EVENT OF DEFAULT HAS OCCURRED AND IS CONTINUING AND THE ADMINISTRATIVE AGENT, AT THE REQUEST OF THE REQUIRED LENDERS, SO NOTIFIES THE COMPANY, THEN, SO LONG AS AN EVENT OF DEFAULT IS CONTINUING (i) NO OUTSTANDING REVOLVING BORROWING MAY BE CONVERTED TO OR CONTINUED AS A EURODOLLAR BORROWING AND (ii) UNLESS REPAYED, EACH EURODOLLAR REVOLVING BORROWING SHALL BE CONVERTED TO AN ABR BORROWING AT THE END OF THE INTEREST PERIOD APPLICABLE THERETO.

SECTION II.7. Termination and Reduction of Commitments. (a)

Unless previously terminated, the Commitments shall terminate on the Maturity Date.

THE COMPANY MAY AT ANY TIME TERMINATE, OR FROM TIME TO TIME REDUCE, THE AGGREGATE AMOUNT OF THE COMMITMENTS; PROVIDED THAT (i) EACH REDUCTION OF THE COMMITMENTS SHALL BE IN AN AMOUNT THAT IS AN INTEGRAL MULTIPLE OF \$10,000,000 AND NOT LESS THAN \$50,000,000 AND (ii) THE COMPANY SHALL NOT TERMINATE OR REDUCE THE COMMITMENTS IF, AFTER GIVING EFFECT TO ANY CONCURRENT PREPAYMENT OF THE LOANS IN ACCORDANCE WITH SECTION 2.09, THE SUM OF THE TOTAL EXPOSURES OF ALL THE LENDERS WOULD EXCEED THE TOTAL COMMITMENTS.

THE COMPANY SHALL NOTIFY THE ADMINISTRATIVE AGENT OF ANY ELECTION TO TERMINATE OR REDUCE THE COMMITMENTS UNDER PARAGRAPH (b) OF THIS SECTION AT LEAST THREE BUSINESS DAYS PRIOR TO THE EFFECTIVE DATE OF SUCH TERMINATION OR REDUCTION, SPECIFYING SUCH ELECTION AND THE EFFECTIVE DATE THEREOF. PROMPTLY FOLLOWING RECEIPT OF ANY NOTICE, THE ADMINISTRATIVE AGENT SHALL ADVISE THE LENDERS OF THE CONTENTS THEREOF. EACH NOTICE DELIVERED BY THE COMPANY PURSUANT TO THIS SECTION SHALL BE IRREVOCABLE; PROVIDED THAT A NOTICE OF TERMINATION OF THE COMMITMENTS DELIVERED BY THE COMPANY MAY STATE THAT SUCH NOTICE IS CONDITIONED UPON THE EFFECTIVENESS OF OTHER CREDIT FACILITIES, IN WHICH CASE SUCH NOTICE MAY BE REVOKED BY THE COMPANY (BY NOTICE TO THE ADMINISTRATIVE AGENT ON OR PRIOR TO THE SPECIFIED EFFECTIVE DATE) IF SUCH CONDITION IS NOT SATISFIED. ANY TERMINATION OR REDUCTION OF THE COMMITMENTS SHALL BE PERMANENT. EACH REDUCTION OF THE COMMITMENTS SHALL BE MADE RATABLY AMONG THE LENDERS BASED ON THEIR RESPECTIVE COMMITMENTS.

SECTION II.8. Repayment of Loans; Evidence of Debt. (a) The

Company hereby unconditionally promises to pay (i) to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Revolving Loan made to the Company on the Maturity Date and (ii) to the Administrative Agent for the account of each Competitive Loan

Lender the then unpaid principal amount of each Competitive Loan made by such Competitive Loan Lender to the Company on the last day of the Interest Period applicable to such Loan.

EACH LENDER SHALL MAINTAIN IN ACCORDANCE WITH ITS USUAL PRACTICE AN ACCOUNT OR ACCOUNTS EVIDENCING THE INDEBTEDNESS OF THE COMPANY TO SUCH LENDER RESULTING FROM EACH LOAN MADE BY SUCH LENDER TO THE COMPANY, INCLUDING THE AMOUNTS OF PRINCIPAL AND INTEREST PAYABLE AND PAID TO SUCH LENDER BY THE COMPANY FROM TIME TO TIME HEREUNDER.

THE ADMINISTRATIVE AGENT SHALL MAINTAIN ACCOUNTS IN WHICH IT SHALL RECORD (i) THE AMOUNT OF EACH LOAN MADE HEREUNDER, THE CLASS AND TYPE THEREOF AND THE INTEREST PERIOD APPLICABLE THERETO, (ii) THE AMOUNT OF ANY PRINCIPAL OR INTEREST DUE AND PAYABLE OR TO BECOME DUE AND PAYABLE FROM THE COMPANY TO EACH LENDER HEREUNDER AND (iii) THE AMOUNT OF ANY SUM RECEIVED BY THE ADMINISTRATIVE AGENT HEREUNDER FOR THE ACCOUNT OF THE LENDERS AND EACH LENDER'S SHARE THEREOF.

THE ENTRIES MADE IN THE ACCOUNTS MAINTAINED PURSUANT TO PARAGRAPH (b) OR (c) OF THIS SECTION SHALL, ABSENT MANIFEST ERROR, BE PRIMA FACIE EVIDENCE OF THE EXISTENCE AND AMOUNTS OF THE OBLIGATIONS RECORDED THEREIN; PROVIDED THAT THE FAILURE OF ANY LENDER OR THE ADMINISTRATIVE AGENT TO MAINTAIN SUCH ACCOUNTS OR ANY ERROR THEREIN SHALL NOT IN ANY MANNER AFFECT THE OBLIGATION OF THE COMPANY TO REPAY THE LOANS IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

ANY LENDER MAY REQUEST THAT LOANS MADE BY IT BE EVIDENCED BY A PROMISSORY NOTE. IN SUCH EVENT, THE COMPANY SHALL PREPARE, EXECUTE AND DELIVER TO SUCH LENDER A NON-NEGOTIABLE PROMISSORY NOTE SUBSTANTIALLY IN THE FORM ATTACHED AS EXHIBIT B (A "NOTE") PAYABLE TO THE ORDER OF SUCH LENDER (OR, IF REQUESTED BY SUCH LENDER, TO SUCH LENDER AND ITS PERMITTED REGISTERED ASSIGNS). THEREAFTER, THE LOANS EVIDENCED BY SUCH NOTE AND INTEREST THEREON SHALL AT ALL TIMES (INCLUDING AFTER ASSIGNMENT PURSUANT TO SECTION 9.04) BE REPRESENTED BY ONE OR MORE NOTES PAYABLE TO THE ORDER OF THE PAYEE NAMED THEREIN (OR, IF SUCH NOTE IS A REGISTERED NOTE, TO SUCH PAYEE AND ITS PERMITTED REGISTERED ASSIGNS).

SECTION II.9. Prepayment of Loans. (a) The Company shall have the right at any time and from time to time to prepay any Borrowing made by it in whole or in part, subject to prior notice in accordance with paragraph (b) of this Section; provided that the Company shall not have the right to prepay any Competitive Loan without the prior consent of the Lender thereof.

THE COMPANY SHALL NOTIFY THE ADMINISTRATIVE AGENT BY TELEPHONE (CONFIRMED BY TELECOPY) OF ANY PREPAYMENT HEREUNDER (i) IN THE CASE OF PREPAYMENT OF A EURODOLLAR REVOLVING BORROWING, NOT LATER THAN 11:00 A.M., NEW YORK CITY TIME, THREE BUSINESS DAYS BEFORE THE DATE OF PREPAYMENT AND (ii) IN THE CASE OF PREPAYMENT OF AN ABR REVOLVING BORROWING, NOT LATER THAN 11:00 A.M., NEW YORK CITY TIME, ONE BUSINESS DAY BEFORE THE DATE OF PREPAYMENT. EACH SUCH NOTICE SHALL BE IRREVOCABLE AND SHALL SPECIFY THE PREPAYMENT DATE AND THE PRINCIPAL AMOUNT OF EACH BORROWING OR PORTION THEREOF TO BE PREPAID; PROVIDED THAT, IF A NOTICE OF PREPAYMENT IS GIVEN IN CONNECTION WITH A CONDITIONAL NOTICE OF TERMINATION OF THE COMMITMENTS AS CONTEMPLATED BY SECTION 2.07, THEN SUCH NOTICE OF PREPAYMENT MAY BE REVOKED IF SUCH NOTICE OF TERMINATION IS REVOKED IN ACCORDANCE WITH SECTION 2.07. PROMPTLY FOLLOWING RECEIPT OF ANY SUCH NOTICE RELATING TO A REVOLVING BORROWING, THE ADMINISTRATIVE AGENT SHALL ADVISE THE LENDERS OF THE CONTENTS THEREOF. EACH PARTIAL PREPAYMENT OF ANY REVOLVING BORROWING SHALL BE IN AN AMOUNT THAT WOULD BE PERMITTED IN THE CASE OF AN ADVANCE OF A REVOLVING BORROWING OF THE SAME TYPE AS PROVIDED IN SECTION 2.02. EACH PREPAYMENT OF A REVOLVING BORROWING SHALL BE APPLIED RATABLY TO THE LOANS INCLUDED IN THE PREPAID BORROWING. PREPAYMENTS SHALL BE ACCOMPANIED BY ACCRUED INTEREST TO THE EXTENT REQUIRED BY SECTION 2.11.

SECTION II.10. Fees. (a) The Company agrees to pay to the Administrative Agent for the account of each Lender a facility fee, (the "Facility Fee") which shall accrue at the Applicable Facility Fee Rate on the daily amount of the Commitment of such Lender (whether used or unused) during the period from and including the date hereof to but excluding the date on which such Commitment terminates; provided that, if such Lender continues to have any Revolving Credit Exposure after its Commitment terminates, then such Facility Fee shall continue to accrue on the daily amount of such Lender's Revolving Credit Exposure from and including the date on which its Commitment terminates to but excluding the date on which such Lender ceases to have any Revolving Credit Exposure. Accrued Facility Fees shall be payable in arrears on the last day of March, June, September and December of each year and on the date on which the Commitments terminate, commencing on the first such date to occur after the date hereof; provided that any Facility Fees accruing after the date on which the Commitments terminate shall be payable on demand. All Facility 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).

FOR ANY DAY THAT THE AGGREGATE PRINCIPAL AMOUNT OF THE LOANS OUTSTANDING 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

OUTSTANDING REVOLVING LOANS ON SUCH DATE. THE UTILIZATION FEE SHALL ACCRUE, TO THE EXTENT APPLICABLE, AT ALL TIMES FROM THE THIRD AMENDED AND RESTATED EFFECTIVE DATE UNTIL THE MATURITY DATE AND SHALL BE PAYABLE IN ARREARS ON THE LAST DAY OF MARCH, JUNE, SEPTEMBER AND DECEMBER OF EACH YEAR AND ON THE DATE ON WHICH THE COMMITMENTS TERMINATE, COMMENCING ON THE FIRST SUCH DATE TO OCCUR AFTER THE DATE HEREOF. ALL UTILIZATION 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).

THE COMPANY AGREES TO PAY TO THE ADMINISTRATIVE AGENT AND EACH OF THE LENDERS, FOR THEIR OWN ACCOUNTS, FEES PAYABLE IN THE AMOUNTS AND AT THE TIMES SEPARATELY AGREED UPON BETWEEN THE COMPANY AND SUCH OTHER PARTIES.

ALL FEES PAYABLE HEREUNDER SHALL BE PAID ON THE DATES DUE, IN IMMEDIATELY AVAILABLE FUNDS, TO THE ADMINISTRATIVE AGENT (OR TO EACH OF THE LENDERS, IN THE CASE OF FEES PAYABLE TO IT) FOR DISTRIBUTION, IN THE CASE OF FACILITY FEES AND/OR UTILIZATION FEES, TO THE LENDERS; PROVIDED, THAT WITH RESPECT TO ALLOCATING FACILITY FEES, THE ADMINISTRATIVE AGENT WILL TAKE INTO ACCOUNT THE CHANGES IN THE COMMITMENTS AND ADJUSTMENTS TO PRO RATA SHARES OF THE LENDERS MADE HEREIN AND IN THE PRIOR CREDIT AGREEMENTS. ABSENT MANIFEST ERROR, FEES PAID SHALL NOT BE REFUNDABLE UNDER ANY CIRCUMSTANCES.

SECTION II.11. Interest. (a) The Loans comprising each ABR Borrowing shall bear interest at a rate per annum equal to the Alternate Base Rate.

THE LOANS COMPRISING EACH EURODOLLAR BORROWING SHALL BEAR INTEREST AT A RATE PER ANNUM EQUAL TO (i) IN THE CASE OF A EURODOLLAR REVOLVING LOAN, THE ADJUSTED LIBO RATE FOR THE INTEREST PERIOD IN EFFECT FOR SUCH BORROWING PLUS THE APPLICABLE MARGIN OR (ii) IN THE CASE OF A EURODOLLAR COMPETITIVE LOAN, THE LIBO RATE FOR THE INTEREST PERIOD IN EFFECT FOR SUCH BORROWING PLUS (OR MINUS, AS APPLICABLE) THE MARGIN APPLICABLE TO SUCH LOAN.

(b) Each Fixed Rate Loan shall bear interest at a rate per annum equal to the Fixed Rate applicable to such Loan.

NOTWITHSTANDING THE FOREGOING, IF ANY PRINCIPAL OF OR INTEREST ON ANY LOAN OR ANY FEE OR OTHER AMOUNT PAYABLE BY THE COMPANY HEREUNDER IS NOT PAID WHEN DUE, WHETHER AT STATED MATURITY, UPON ACCELERATION OR OTHERWISE, SUCH OVERDUE AMOUNT

SHALL BEAR INTEREST, AFTER AS WELL AS BEFORE JUDGMENT, AT A RATE PER ANNUM EQUAL TO (i) IN THE CASE OF OVERDUE PRINCIPAL OF ANY LOAN, 2% PLUS THE RATE OTHERWISE APPLICABLE TO SUCH LOAN AS PROVIDED ABOVE OR (ii) IN THE CASE OF ANY OTHER AMOUNT, 2% PLUS THE RATE APPLICABLE TO ABR LOANS AS PROVIDED ABOVE.

ACCRUED INTEREST ON EACH LOAN SHALL BE PAYABLE IN ARREARS ON EACH INTEREST PAYMENT DATE FOR SUCH LOAN; PROVIDED THAT (i) INTEREST ACCRUED PURSUANT TO PARAGRAPH (d) OF THIS SECTION SHALL BE PAYABLE ON DEMAND, (ii) IN THE EVENT OF ANY REPAYMENT OR PREPAYMENT OF ANY LOAN (OTHER THAN A PREPAYMENT OF AN ABR REVOLVING LOAN PRIOR TO THE END OF THE AVAILABILITY PERIOD), ACCRUED INTEREST ON THE PRINCIPAL AMOUNT REPAID OR PREPAID SHALL BE PAYABLE ON THE DATE OF SUCH REPAYMENT OR PREPAYMENT, (iii) IN THE EVENT OF ANY CONVERSION OF ANY EURODOLLAR REVOLVING LOAN PRIOR TO THE END OF THE CURRENT INTEREST PERIOD THEREFOR, ACCRUED INTEREST ON SUCH LOAN SHALL BE PAYABLE ON THE EFFECTIVE DATE OF SUCH CONVERSION AND (iv) ALL ACCRUED INTEREST SHALL BE PAYABLE UPON TERMINATION OF THE COMMITMENTS.

ALL INTEREST HEREUNDER SHALL BE COMPUTED ON THE BASIS OF A YEAR OF 360 DAYS, EXCEPT THAT INTEREST COMPUTED BY REFERENCE TO THE ALTERNATE BASE RATE AT TIMES WHEN THE ALTERNATE BASE RATE IS BASED ON THE PRIME RATE, SHALL BE COMPUTED ON THE BASIS OF A YEAR OF 365 DAYS (OR 366 DAYS IN A LEAP YEAR), AND SHALL BE PAYABLE FOR THE ACTUAL NUMBER OF DAYS ELAPSED (INCLUDING THE FIRST DAY BUT EXCLUDING THE LAST DAY). THE APPLICABLE ALTERNATE BASE RATE, ADJUSTED LIBO RATE OR LIBO RATE SHALL BE DETERMINED BY THE ADMINISTRATIVE AGENT, AND SUCH DETERMINATION SHALL BE CONCLUSIVE ABSENT MANIFEST ERROR.

SECTION II.12. Alternate Rate of Interest. If prior to the commencement of any Interest Period for a Eurodollar Borrowing:

(a) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate or the LIBO Rate, as applicable, for such Interest Period; or

(b) the Administrative Agent is advised by the Required Lenders (or, in the case of a Eurodollar Competitive Loan, the Lender that is required to make such Loan) that because of a change in circumstances affecting the eurodollar market generally the Adjusted LIBO Rate or the LIBO Rate, as applicable, for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or

maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Company and the Lenders by telephone or telecopy as promptly as practicable thereafter and, until the Administrative Agent notifies the Company and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Revolving Borrowing to, or continuation of any Revolving Borrowing as, a Eurodollar Borrowing shall be ineffective, (ii) if any Borrowing Request requests a Eurodollar Revolving Borrowing, such Borrowing shall be made as an ABR Borrowing and (iii) any request by the Company for a Eurodollar Competitive Borrowing shall be ineffective; provided that (A) if the circumstances giving rise to such notice do not affect all the Lenders, then requests by the Company for Eurodollar Competitive Borrowings may be made to Lenders that are not affected thereby and (B) if the circumstances giving rise to such notice affect only one Type of Borrowings, then the other Type of Borrowings shall be permitted.

SECTION II.13. Increased Costs. (a) If any Change in Law shall:

IMPOSE, MODIFY OR DEEM APPLICABLE ANY RESERVE, SPECIAL DEPOSIT OR SIMILAR REQUIREMENT AGAINST ASSETS OF, DEPOSITS WITH OR FOR THE ACCOUNT OF, OR CREDIT EXTENDED BY, ANY LENDER (EXCEPT ANY SUCH RESERVE REQUIREMENT REFLECTED IN THE ADJUSTED LIBO RATE); OR

IMPOSE ON ANY LENDER OR THE LONDON INTERBANK MARKET ANY OTHER CONDITION AFFECTING THIS AGREEMENT OR EURODOLLAR LOANS OR FIXED RATE LOANS MADE BY SUCH LENDER;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Eurodollar Loan or Fixed Rate Loan (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or otherwise), then the Company will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

IF ANY LENDER DETERMINES THAT ANY CHANGE IN LAW REGARDING CAPITAL REQUIREMENTS HAS OR WOULD HAVE THE EFFECT OF REDUCING THE RATE OF RETURN ON SUCH LENDER'S CAPITAL OR ON THE CAPITAL OF SUCH LENDER'S HOLDING COMPANY, IF ANY, AS A CONSEQUENCE OF THIS AGREEMENT OR THE LOANS MADE BY, SUCH LENDER, TO A LEVEL BELOW THAT WHICH SUCH LENDER OR SUCH LENDER'S HOLDING COMPANY COULD HAVE ACHIEVED BUT FOR SUCH CHANGE IN LAW (TAKING INTO CONSIDERATION SUCH LENDER'S POLICIES AND THE POLICIES OF SUCH LENDER'S HOLDING COMPANY WITH RESPECT TO CAPITAL ADEQUACY), THEN FROM TIME TO TIME THE COMPANY WILL PAY TO SUCH LENDER

SUCH ADDITIONAL AMOUNT OR AMOUNTS AS WILL COMPENSATE SUCH LENDER OR SUCH LENDER'S HOLDING COMPANY FOR ANY SUCH REDUCTION SUFFERED.

A CERTIFICATE OF A LENDER SETTING FORTH THE AMOUNT OR AMOUNTS NECESSARY TO COMPENSATE SUCH LENDER OR ITS HOLDING COMPANY, AS THE CASE MAY BE, AS SPECIFIED IN PARAGRAPH (a) OR (b) OF THIS SECTION SHALL BE DELIVERED TO THE COMPANY AND SHALL BE CONCLUSIVE ABSENT MANIFEST ERROR. THE COMPANY SHALL PAY SUCH LENDER THE AMOUNT SHOWN AS DUE ON ANY SUCH CERTIFICATE WITHIN 10 DAYS AFTER RECEIPT THEREOF.

FAILURE OR DELAY ON THE PART OF ANY LENDER TO DEMAND COMPENSATION PURSUANT TO THIS SECTION SHALL NOT CONSTITUTE A WAIVER OF SUCH LENDER'S RIGHT TO DEMAND SUCH COMPENSATION; PROVIDED THAT THE COMPANY SHALL NOT BE REQUIRED TO COMPENSATE A LENDER PURSUANT TO THIS SECTION FOR ANY INCREASED COSTS OR REDUCTIONS INCURRED MORE THAN THREE MONTHS PRIOR TO THE DATE THAT SUCH LENDER NOTIFIES THE COMPANY OF THE CHANGE IN LAW GIVING RISE TO SUCH INCREASED COSTS OR REDUCTIONS AND OF SUCH LENDER'S INTENTION TO CLAIM COMPENSATION THEREFOR; PROVIDED, FURTHER THAT, IF THE CHANGE IN LAW GIVING RISE TO SUCH INCREASED COSTS OR REDUCTIONS IS RETROACTIVE, THEN THE THREE-MONTH PERIOD REFERRED TO ABOVE SHALL BE EXTENDED TO INCLUDE THE PERIOD OF RETROACTIVE EFFECT THEREOF.

(b) Notwithstanding the foregoing provisions of this Section, a Lender shall not be entitled to compensation pursuant to this Section in respect of any Competitive Loan if the Change in Law that would otherwise entitle it to such compensation shall have been publicly announced prior to submission of the Competitive Bid pursuant to which such Loan was made.

SECTION II.14. Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan or Fixed Rate Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Revolving Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice is permitted to be revocable under Section 2.09(b) and is revoked in accordance herewith), (d) the failure to borrow any Competitive Loan after accepting the Competitive Bid to make such Loan, or (e) the assignment of any Eurodollar Loan or Fixed Rate Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Company pursuant to Section 2.17, then, in any such event, the Company shall compensate each Lender for the loss, cost and expense attributable to such event. In the case of a Eurodollar Loan, the loss to any Lender attributable to any such event shall be deemed to include an amount determined by such Lender to be equal to the excess, if any, of (i) the amount of interest that such Lender would pay for a deposit equal to

the principal amount of such Loan for the period from the date of such payment, conversion, failure or assignment to the last day of the then current Interest Period for such Loan (or, in the case of a failure to borrow, convert or continue, the duration of the Interest Period that would have resulted from such borrowing, conversion or continuation) if the interest rate payable on such deposit were equal to the Adjusted LIBO Rate for such Interest Period, over (ii) the amount of interest that such Lender would earn on such principal amount for such period if such Lender were to invest such principal amount for such period at the interest rate that would be bid by such Lender (or an affiliate of such Lender) for dollar deposits from other banks in the eurodollar market at the commencement of such period. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Company and shall be conclusive absent manifest error. The Company shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

SECTION II.15. Taxes. (a) Any and all payments by or on account of any obligation of the Company hereunder shall be made free and clear of and without deduction for any Indemnified Taxes or Other Taxes; provided that if the Company shall be required to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent or Lender (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Company shall make such deductions and (iii) the Company shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

IN ADDITION, THE COMPANY SHALL PAY ANY OTHER TAXES TO THE RELEVANT GOVERNMENTAL AUTHORITY IN ACCORDANCE WITH APPLICABLE LAW.

THE COMPANY SHALL INDEMNIFY THE ADMINISTRATIVE AGENT AND EACH LENDER, WITHIN 10 DAYS AFTER WRITTEN DEMAND THEREFOR, FOR THE FULL AMOUNT OF ANY INDEMNIFIED TAXES OR OTHER TAXES (INCLUDING INDEMNIFIED TAXES OR OTHER TAXES IMPOSED OR ASSERTED ON OR ATTRIBUTABLE TO AMOUNTS PAYABLE UNDER THIS SECTION) PAID BY THE ADMINISTRATIVE AGENT OR SUCH LENDER, AS THE CASE MAY BE, AND ANY PENALTIES, INTEREST AND REASONABLE EXPENSES ARISING THEREFROM OR WITH RESPECT THERETO, WHETHER OR NOT SUCH INDEMNIFIED TAXES OR OTHER TAXES WERE CORRECTLY OR LEGALLY IMPOSED OR ASSERTED BY THE RELEVANT GOVERNMENTAL AUTHORITY. A CERTIFICATE AS TO THE AMOUNT OF SUCH PAYMENT OR LIABILITY DELIVERED TO THE COMPANY BY A LENDER, OR BY THE ADMINISTRATIVE AGENT ON ITS OWN BEHALF OR ON BEHALF OF A LENDER, SHALL BE CONCLUSIVE ABSENT MANIFEST ERROR.

AS SOON AS PRACTICABLE AFTER ANY PAYMENT OF INDEMNIFIED TAXES OR OTHER TAXES BY THE COMPANY TO A GOVERNMENTAL AUTHORITY, THE COMPANY SHALL DELIVER TO THE ADMINISTRATIVE AGENT THE ORIGINAL OR A CERTIFIED COPY OF A RECEIPT ISSUED BY SUCH GOVERNMENTAL AUTHORITY EVIDENCING SUCH PAYMENT, A COPY OF THE RETURN REPORTING SUCH PAYMENT OR OTHER EVIDENCE OF SUCH PAYMENT REASONABLY SATISFACTORY TO THE ADMINISTRATIVE AGENT.

ANY FOREIGN LENDER THAT IS ENTITLED TO AN EXEMPTION FROM OR REDUCTION OF WITHHOLDING TAX UNDER THE LAW OF THE JURISDICTION IN WHICH THE COMPANY IS LOCATED, OR ANY TREATY TO WHICH SUCH JURISDICTION IS A PARTY, WITH RESPECT TO PAYMENTS UNDER THIS AGREEMENT SHALL, UPON REQUEST OF THE COMPANY, DELIVER TO THE COMPANY (WITH A COPY TO THE ADMINISTRATIVE AGENT), AT THE TIME OR TIMES PRESCRIBED BY APPLICABLE LAW OR REASONABLY REQUESTED BY THE COMPANY, SUCH PROPERLY COMPLETED AND EXECUTED DOCUMENTATION PRESCRIBED BY APPLICABLE LAW AS WILL PERMIT SUCH PAYMENTS TO BE MADE WITHOUT WITHHOLDING OR AT A REDUCED RATE.

SECTION II.16. Payments Generally; Pro Rata Treatment; Sharing of Set-offs. (a) The Company shall make each payment required to be made by it hereunder (whether of principal, interest or fees, or under Section 2.13, 2.14 or 2.15, or otherwise) prior to 12:00 Noon, New York City time, on the date when due in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices at One Chase Manhattan Plaza, 8th Floor, New York, New York 10081, except that payments pursuant to Sections 2.13, 2.14, 2.15 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in dollars.

IF AT ANY TIME INSUFFICIENT FUNDS ARE RECEIVED BY AND AVAILABLE TO THE ADMINISTRATIVE AGENT TO PAY FULLY ALL AMOUNTS OF PRINCIPAL, INTEREST AND FEES THEN DUE HEREUNDER, SUCH FUNDS SHALL BE APPLIED (i) FIRST, TO PAY INTEREST AND FEES THEN DUE HEREUNDER, RATABLY AMONG THE PARTIES ENTITLED THERETO IN ACCORDANCE WITH THE AMOUNTS OF INTEREST AND FEES THEN DUE TO SUCH PARTIES, AND (ii) SECOND, TO PAY PRINCIPAL THEN DUE HEREUNDER, RATABLY AMONG THE PARTIES ENTITLED THERETO IN ACCORDANCE WITH THE AMOUNTS OF PRINCIPAL THEN DUE TO SUCH PARTIES.

IF ANY LENDER SHALL, BY EXERCISING ANY RIGHT OF SET-OFF OR COUNTERCLAIM OR OTHERWISE, OBTAIN PAYMENT IN RESPECT OF ANY PRINCIPAL OF OR INTEREST ON ANY OF ITS REVOLVING LOANS RESULTING IN SUCH LENDER RECEIVING PAYMENT OF A GREATER PROPORTION OF THE AGGREGATE AMOUNT OF ITS REVOLVING LOANS AND ACCRUED INTEREST THEREON THAN THE PROPORTION RECEIVED BY ANY OTHER LENDER, THEN THE LENDER RECEIVING SUCH GREATER PROPORTION SHALL PURCHASE (FOR CASH AT FACE VALUE) PARTICIPATIONS IN THE REVOLVING LOANS OF OTHER LENDERS TO THE EXTENT NECESSARY SO THAT THE BENEFIT OF ALL SUCH PAYMENTS SHALL BE SHARED BY THE LENDERS RATABLY IN ACCORDANCE WITH THE AGGREGATE AMOUNT OF PRINCIPAL OF AND ACCRUED INTEREST ON THEIR RESPECTIVE REVOLVING LOANS; PROVIDED THAT (i) IF ANY SUCH PARTICIPATIONS ARE PURCHASED AND ALL OR ANY PORTION OF THE PAYMENT GIVING RISE THERETO IS RECOVERED, SUCH PARTICIPATIONS SHALL BE RESCINDED AND THE PURCHASE PRICE RESTORED TO THE EXTENT OF SUCH RECOVERY, WITHOUT INTEREST, AND (ii) THE PROVISIONS OF THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO ANY PAYMENT MADE BY THE COMPANY PURSUANT TO AND IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT OR ANY PAYMENT OBTAINED BY A LENDER AS CONSIDERATION FOR THE ASSIGNMENT OF OR SALE OF A PARTICIPATION IN ANY OF ITS LOANS TO ANY ASSIGNEE OR PARTICIPANT, OTHER THAN TO THE COMPANY OR ANY SUBSIDIARY OR AFFILIATE THEREOF (AS TO WHICH THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY). THE COMPANY CONSENTS TO THE FOREGOING AND AGREES, TO THE EXTENT IT MAY EFFECTIVELY DO SO UNDER APPLICABLE LAW, THAT ANY LENDER ACQUIRING A PARTICIPATION PURSUANT TO THE FOREGOING ARRANGEMENTS MAY EXERCISE AGAINST THE COMPANY RIGHTS OF SET-OFF AND COUNTERCLAIM WITH RESPECT TO SUCH PARTICIPATION AS FULLY AS IF SUCH LENDER WERE A DIRECT CREDITOR OF THE COMPANY IN THE AMOUNT OF SUCH PARTICIPATION.

UNLESS THE ADMINISTRATIVE AGENT SHALL HAVE RECEIVED NOTICE FROM THE COMPANY PRIOR TO THE DATE ON WHICH ANY PAYMENT IS DUE TO THE ADMINISTRATIVE AGENT FOR THE ACCOUNT OF THE LENDERS HEREUNDER THAT THE COMPANY WILL NOT MAKE SUCH PAYMENT, THE ADMINISTRATIVE AGENT MAY ASSUME THAT THE COMPANY HAS MADE SUCH PAYMENT ON SUCH DATE IN ACCORDANCE HERewith AND MAY, IN RELIANCE UPON SUCH ASSUMPTION, DISTRIBUTE TO THE LENDERS THE AMOUNT DUE. IN SUCH EVENT, IF THE COMPANY HAS NOT IN FACT MADE SUCH PAYMENT, THEN EACH OF THE LENDERS SEVERALLY AGREES TO REPAY TO THE ADMINISTRATIVE AGENT FORTHWITH ON DEMAND THE AMOUNT SO DISTRIBUTED TO SUCH LENDER WITH INTEREST THEREON, FOR EACH DAY FROM AND INCLUDING THE DATE SUCH AMOUNT IS DISTRIBUTED TO IT TO BUT EXCLUDING THE DATE OF PAYMENT TO THE ADMINISTRATIVE AGENT, AT THE FEDERAL FUNDS EFFECTIVE RATE.

IF ANY LENDER SHALL FAIL TO MAKE ANY PAYMENT REQUIRED TO BE MADE BY IT PURSUANT TO SECTION 2.05(b) OR 2.16(d), THEN THE ADMINISTRATIVE AGENT MAY, IN ITS DISCRETION (NOTWITHSTANDING ANY CONTRARY PROVISION HEREOF), APPLY ANY AMOUNTS THEREAFTER RECEIVED BY THE ADMINISTRATIVE AGENT FOR THE ACCOUNT OF SUCH LENDER TO SATISFY

SUCH LENDER'S OBLIGATIONS UNDER SUCH SECTIONS UNTIL ALL SUCH UNSATISFIED OBLIGATIONS ARE FULLY PAID.

SECTION II.17. Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.13, or if the Company is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.15, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.13 or 2.15, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Company hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

IF ANY LENDER REQUESTS COMPENSATION UNDER SECTION 2.13, OR IF THE COMPANY IS REQUIRED TO PAY ANY ADDITIONAL AMOUNT TO ANY LENDER OR ANY GOVERNMENTAL AUTHORITY FOR THE ACCOUNT OF ANY LENDER PURSUANT TO SECTION 2.15, OR IF ANY LENDER DEFAULTS IN ITS OBLIGATION TO FUND LOANS HEREUNDER, THEN THE COMPANY MAY, AT ITS SOLE EXPENSE AND EFFORT, UPON NOTICE TO SUCH LENDER AND THE ADMINISTRATIVE AGENT, REQUIRE SUCH LENDER TO ASSIGN AND DELEGATE, WITHOUT RECOURSE (IN ACCORDANCE WITH AND SUBJECT TO THE RESTRICTIONS CONTAINED IN SECTION 9.04), ALL ITS INTERESTS, RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN ANY OUTSTANDING COMPETITIVE LOANS HELD BY IT) TO AN ASSIGNEE THAT SHALL ASSUME SUCH OBLIGATIONS (WHICH ASSIGNEE MAY BE ANOTHER LENDER, IF A LENDER ACCEPTS SUCH ASSIGNMENT); PROVIDED THAT (i) THE COMPANY SHALL HAVE RECEIVED THE PRIOR WRITTEN CONSENT OF THE ADMINISTRATIVE AGENT, WHICH CONSENT SHALL NOT UNREASONABLY BE WITHHELD, (ii) SUCH LENDER SHALL HAVE RECEIVED PAYMENT OF AN AMOUNT EQUAL TO THE OUTSTANDING PRINCIPAL OF ITS LOANS (OTHER THAN COMPETITIVE LOANS), ACCRUED INTEREST THEREON, ACCRUED FEES AND ALL OTHER AMOUNTS PAYABLE TO IT HEREUNDER, FROM THE ASSIGNEE (TO THE EXTENT OF SUCH OUTSTANDING PRINCIPAL AND ACCRUED INTEREST AND FEES) OR THE COMPANY (IN THE CASE OF ALL OTHER AMOUNTS) AND (iii) IN THE CASE OF ANY SUCH ASSIGNMENT RESULTING FROM A CLAIM FOR COMPENSATION UNDER SECTION 2.13 OR PAYMENTS REQUIRED TO BE MADE PURSUANT TO SECTION 2.15, SUCH ASSIGNMENT WILL RESULT IN A REDUCTION IN SUCH COMPENSATION OR PAYMENTS. A LENDER SHALL NOT BE REQUIRED TO MAKE ANY SUCH ASSIGNMENT AND DELEGATION IF, PRIOR THERETO, AS A RESULT OF A WAIVER BY SUCH LENDER OR OTHERWISE, THE CIRCUMSTANCES ENTITLING THE COMPANY TO REQUIRE SUCH ASSIGNMENT AND DELEGATION CEASE TO APPLY.

ARTICLE III

Representations and Warranties

The Company represents and warrants to each of the Lenders as follows (which representations and warranties will be deemed made by the Company on the date of each Borrowing by the Company hereunder, the date of conversion or continuation of any Interest Period with respect to any Loan pursuant to Section 2.06 and each Interest Payment Date in respect of any ABR Loan):

SECTION III.1. Corporate Existence and Power; Compliance with Law. The Company is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation. The Company is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except where the failure to do so, individually or in the aggregate, does not constitute a Material Adverse Effect.

SECTION III.2. Corporate Authority. The execution, delivery and performance by the Company of this Agreement and each Note executed by the Company have been duly authorized by all necessary corporate action and are within the Company's corporate power, do not require the approval of the shareholders of the Company, and will not violate any provision of law or of its certificate of incorporation or other constitutive document or by-laws, or result in the breach of or constitute a default or require any consent under, or result in the creation of any lien, charge or encumbrance upon any property or assets of the Company pursuant to, any indenture or other agreement or instrument to which the Company is a party or by which the Company or its property may be bound or affected. The execution, delivery and performance by the Company of this Agreement and each Note executed by the Company do not require any license, consent or approval of or advance notice to or advance filing with any governmental agency or regulatory authority or any other third party, or if required, any such license, consent or approval shall have been obtained and any such notice or filing shall have been made.

SECTION III.3. Enforceability. This Agreement is, and each Note when delivered by the Company hereunder will be, duly executed and delivered by the Company and does or will constitute the legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective 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.

SECTION III.4. Financial Condition. The audited consolidated financial statements of the Company for the fiscal year ended December 31, 1999, reported on by Ernst & Young, LLP, heretofore furnished to the Lenders fairly present in all material respects the consolidated financial condition of the Company and its Consolidated Subsidiaries as at the date thereof and the results of their operations for the period covered thereby. The unaudited interim

consolidated financial statements of the Company for the quarterly period ended September 30, 2000, heretofore furnished to the Lenders fairly present in all material respects the consolidated financial condition of the Company and its Consolidated Subsidiaries as at the date thereof and the results of their operations for the period covered thereby (subject to normal year-end audit adjustments). Said financial statements were prepared in accordance with GAAP. Since December 31, 1999, there has been no Material Adverse Effect.

SECTION III.5. Litigation. There are no suits or proceedings (including proceedings by or before any arbitrator, government commission, board, bureau or other administrative agency) pending or, to the knowledge of the Company, threatened against or affecting the Company or any of its Consolidated Subsidiaries that constitute a Material Adverse Effect.

SECTION III.6. ERISA. The Company has fulfilled its obligations under the minimum funding standards of ERISA and the Code with respect to each employee benefit plan of the Company subject to such standards and is in compliance in all material respects with the applicable provisions of ERISA, and has not incurred any liability to the PBGC or any employee benefit plan of the Company under Title IV of ERISA other than a liability to the PBGC for premiums under Section 4007 of ERISA.

SECTION III.7. Environmental Matters. Each of the Company and its Consolidated Subsidiaries has obtained all permits, licenses and other authorizations which are required under all Environmental Laws, including laws relating to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes into the environment (including, without limitation, ambient air, surface water, ground water or land), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemical, or industrial, toxic or hazardous substances or wastes, except to the extent failure to have any such permit, license or authorization does not constitute a Material Adverse Effect. The Company and its Consolidated Subsidiaries are in compliance with all terms and conditions of all required permits, licenses and authorizations, and are also in compliance with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables, contained in those laws or contained in any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder, except to the extent failure to comply does not constitute a Material Adverse Effect.

SECTION III.8. Federal Regulations. No part of the proceeds of any Loans will be used for any purpose which violates the provisions of the Regulations of the Board including, without limitation, Regulations T, U and X of the Board as in effect from time to time.

SECTION III.9. Investment and Holding Company Status. Neither the Company nor any of its Consolidated Subsidiaries is (a) an "investment company" as defined in, or subject

to regulation under, the Investment Company Act of 1940 or (b) a "holding company" as defined in, or subject to regulation under, the Public Utility Holding Company Act of 1935.

SECTION III.10. Scheduled Debt. Schedule 3.10 sets out all of the Debt for borrowed money of the Consolidated Subsidiaries of Company as of the date hereof which the Company, having made all due inquiry is, at the date hereof, aware (the "Scheduled Debt").

ARTICLE IV

Conditions

SECTION IV.1. Conditions to Third Amended and Restated Effective Date. The obligations of the Lenders to make Revolving Loans to the Company shall not become effective until the date on which each of the following conditions are satisfied (or waived in accordance with Section 9.02):

THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT SHALL HAVE RECEIVED AT LEAST ONE EXECUTED COUNTERPART OF THIS AGREEMENT AND THE FACILITY A CREDIT AGREEMENT FROM THE COMPANY, THE AGENTS AND THE LENDERS, TOGETHER WITH ARRANGEMENTS SATISFACTORY TO THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT FOR ADDITIONAL EXECUTED COUNTERPARTS, SUFFICIENT IN NUMBER FOR DISTRIBUTION TO THE LENDERS AND THE COMPANY, TOGETHER WITH ALL EXHIBITS THERETO;

THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT SHALL HAVE RECEIVED A FAVORABLE WRITTEN OPINION (ADDRESSED TO THE SYNDICATION AGENT, THE ADMINISTRATIVE AGENT AND THE LENDERS AND DATED THE THIRD AMENDED AND RESTATED EFFECTIVE DATE) OF J. BARCLAY COLLINS, GENERAL COUNSEL TO THE COMPANY, SUBSTANTIALLY IN THE FORM OF EXHIBIT C;

THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT SHALL HAVE RECEIVED DOCUMENTS AND CERTIFICATES RELATING TO THE ORGANIZATION, EXISTENCE AND GOOD STANDING OF THE COMPANY, THE AUTHORIZATION OF THE TRANSACTIONS, THE INCUMBENCY OF THE PERSONS EXECUTING THIS AGREEMENT ON BEHALF OF THE COMPANY AND ANY OTHER LEGAL MATTERS RELATING TO THE COMPANY, THIS AGREEMENT OR THE TRANSACTIONS AS REASONABLY REQUESTED BY THE LENDERS, ALL IN FORM AND SUBSTANCE SATISFACTORY TO THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT;

THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT SHALL HAVE RECEIVED A

CERTIFICATE, DATED THE THIRD AMENDED AND RESTATED EFFECTIVE DATE AND SIGNED BY THE PRESIDENT, A VICE PRESIDENT OR A FINANCIAL OFFICER OF THE COMPANY, CONFIRMING COMPLIANCE WITH THE CONDITIONS SET FORTH IN PARAGRAPHS (a) AND (b) OF SECTION 4.02;

THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT AND EACH LENDER (AND ITS AFFILIATES) SHALL HAVE RECEIVED ALL FEES AND OTHER AMOUNTS DUE AND PAYABLE ON OR PRIOR TO THE THIRD AMENDED AND RESTATED EFFECTIVE DATE, INCLUDING, TO THE EXTENT INVOICED, REIMBURSEMENT OR PAYMENT OF ALL OUT-OF-POCKET EXPENSES REQUIRED TO BE REIMBURSED OR PAID BY THE COMPANY HEREUNDER;

THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT SHALL HAVE RECEIVED EVIDENCE FROM THE ADMINISTRATIVE AGENT UNDER THE EXISTING CREDIT AGREEMENT THAT ALL LOANS OUTSTANDING UNDER THE EXISTING CREDIT AGREEMENT SHALL HAVE BEEN REPAYED, ALL COMMITMENTS THEREUNDER SHALL HAVE BEEN TERMINATED AND THE EXISTING CREDIT AGREEMENT ITSELF SHALL HAVE BEEN CANCELLED AND COMPANY SHALL DELIVER A TERMINATION NOTICE TO THE ADMINISTRATIVE AGENT UNDER THE EXISTING CREDIT AGREEMENT AT LEAST THREE BUSINESS DAYS PRIOR TO THE THIRD AMENDED AND RESTATED EFFECTIVE DATE NOTIFYING THE ADMINISTRATIVE AGENT THEREUNDER THAT THE EXISTING CREDIT AGREEMENT SHALL BE TERMINATED UPON THE THIRD AMENDED AND RESTATED EFFECTIVE DATE;

THE OFFER SHALL HAVE IRREVOCABLY LAPSED AND THE COMPANY SHALL HAVE NO OBLIGATION TO ACQUIRE THE TARGET OR ANY SECURITIES THEREOF;

THE LENDERS SHALL HAVE RECEIVED COPIES OF AND SHALL BE REASONABLY SATISFIED, IN FORM AND SUBSTANCE, WITH THE FINANCIAL STATEMENTS REFERRED TO IN SECTION 3.04, CERTIFIED BY A FINANCIAL OFFICER OF THE COMPANY; AND

THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT SHALL HAVE RECEIVED, WITH A COPY FOR EACH LENDER, A CERTIFICATE OF AN OFFICER OF THE COMPANY ACCEPTABLE TO THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT STATING THAT ALL CONSENTS, AUTHORIZATIONS, NOTICES AND FILINGS REQUIRED OR ADVISABLE IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS ARE IN FULL FORCE AND EFFECT, EXCEPT FOR SUCH CONSENTS, AUTHORIZATIONS, NOTICES AND FILINGS WHICH IF NOT IN FULL FORCE OR EFFECT WOULD NOT REASONABLY BE EXPECTED TO HAVE A MATERIAL ADVERSE EFFECT, AND THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT SHALL HAVE RECEIVED EVIDENCE THEREOF REASONABLY SATISFACTORY TO IT.

CONDITIONS TO EACH BORROWING. The obligation of each Lender to make a Loan to the Company on the occasion of any Borrowing is subject to the satisfaction of the following conditions:

THE REPRESENTATIONS AND WARRANTIES OF THE COMPANY SET FORTH IN THIS AGREEMENT SHALL BE TRUE AND CORRECT ON AND AS OF THE DATE OF SUCH BORROWING.

AT THE TIME OF AND IMMEDIATELY AFTER GIVING EFFECT TO SUCH BORROWING, NO DEFAULT SHALL HAVE OCCURRED AND BE CONTINUING.

Each Borrowing by the Company shall be deemed to constitute a representation and warranty by the Company on the date thereof as to the matters specified in paragraphs (a) and (b) of this Section.

ARTICLE V

Affirmative Covenants

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full, the Company covenants and agrees with the Lenders that:

SECTION V.1. Financial Statements and Other Information. The Company will furnish to each Lender:

AS SOON AS AVAILABLE AND IN ANY EVENT WITHIN 100 DAYS AFTER THE END OF EACH OF ITS FISCAL YEARS, A COPY OF THE COMPANY'S FORM 10-K FOR SUCH FISCAL YEAR FILED WITH THE

SECURITIES AND EXCHANGE COMMISSION CONTAINING A CONSOLIDATED BALANCE SHEET AS AT THE CLOSE OF SUCH FISCAL YEAR, STATEMENTS OF CONSOLIDATED INCOME AND RETAINED EARNINGS AND A STATEMENT OF CONSOLIDATED CASH FLOWS FOR SUCH YEAR, SETTING FORTH IN COMPARATIVE FORM THE CORRESPONDING FIGURES FOR THE PRECEDING FISCAL YEAR AND CERTIFIED BY ERNST & YOUNG, LLP, OR OTHER INDEPENDENT PUBLIC ACCOUNTANTS SELECTED BY THE COMPANY AND SATISFACTORY TO THE LENDERS (AND, IN THE EVENT ANY SUCH FINANCIAL STATEMENTS SHALL NO LONGER BE REQUIRED TO BE INCLUDED IN THE COMPANY'S FORM 10-K, THE COMPANY SHALL NEVERTHELESS FURNISH SUCH FINANCIAL STATEMENTS);

AS SOON AS AVAILABLE AND IN ANY EVENT WITHIN 60 DAYS AFTER THE END OF EACH OF THE FIRST THREE QUARTERS OF EACH OF ITS FISCAL YEARS, A COPY OF THE COMPANY'S FORM 10-Q FOR EACH SUCH QUARTER FILED WITH THE SECURITIES AND EXCHANGE COMMISSION CONTAINING A CONSOLIDATED BALANCE SHEET AS AT THE END OF SUCH QUARTER, A STATEMENT OF CONSOLIDATED INCOME AND A STATEMENT OF CONSOLIDATED CASH FLOWS FOR SUCH PERIOD, PREPARED ON A BASIS CONSISTENT WITH THE CORRESPONDING PERIOD OF THE PRECEDING FISCAL YEAR, EXCEPT AS DISCLOSED IN SAID FINANCIAL STATEMENTS OR OTHERWISE DISCLOSED TO THE LENDERS IN WRITING, AND CERTIFIED BY A FINANCIAL OFFICER OF THE COMPANY, SUBJECT HOWEVER, TO YEAR-END AND AUDIT ADJUSTMENTS (AND, IN THE EVENT SUCH FINANCIAL STATEMENTS OF THE COMPANY SHALL NO LONGER BE REQUIRED TO BE INCLUDED IN FORM 10-Q, THE COMPANY SHALL NEVERTHELESS FURNISH SUCH FINANCIAL STATEMENTS);

WITHIN 120 DAYS AFTER THE END OF EACH FISCAL YEAR OF THE COMPANY, A CERTIFICATE OF THE INDEPENDENT PUBLIC ACCOUNTANTS REFERRED TO IN PARAGRAPH (a) ABOVE AS TO WHETHER, DURING THE COURSE OF THEIR EXAMINATION OF THE COMPANY'S FINANCIAL STATEMENTS, THEY OBTAINED ANY KNOWLEDGE OF ANY DEFAULT, INSOFAR AS SUCH DEFAULT INVOLVES ACCOUNTING MATTERS;

WITHIN 120 DAYS AFTER THE END OF EACH FISCAL YEAR OF THE COMPANY AND WITHIN 60 DAYS AFTER THE END OF EACH OF THE FIRST THREE QUARTERS OF EACH FISCAL YEAR OF THE COMPANY, A STATEMENT, SIGNED BY A FINANCIAL OFFICER OF THE COMPANY, SETTING FORTH THE COMPUTATIONS OF THE COMPANY CAPITALIZATION RATIO AS OF THE END OF EACH SUCH FISCAL YEAR AND EACH SUCH QUARTER;

PROMPTLY AFTER THE SENDING OR FILING THEREOF, COPIES OF ALL PROXY STATEMENTS, FINANCIAL STATEMENTS AND REGULAR OR SPECIAL REPORTS (OTHER THAN REPORTS ON FORM 10-K AND FORM 10-Q BUT INCLUDING THOSE ON FORM 8-K) AND REGISTRATION STATEMENTS

UNDER THE SECURITIES ACT OF 1933, AS AMENDED (OTHER THAN THOSE ON FORM S-8 OR ANY SUCCESSOR FORM RELATING TO THE REGISTRATION OF SECURITIES OFFERED PURSUANT TO ANY EMPLOYEE BENEFIT PLAN) WHICH THE COMPANY SENDS TO ITS STOCKHOLDERS OR FILES WITH THE SECURITIES AND EXCHANGE COMMISSION (OR ANY SUCCESSOR GOVERNMENTAL AUTHORITY);

AS SOON AS AVAILABLE AND IN ANY EVENT WITHIN 120 DAYS AFTER THE END OF EACH FISCAL YEAR OF THE COMPANY, A CONSOLIDATING BALANCE SHEET OF THE COMPANY AND ITS CONSOLIDATED SUBSIDIARIES AS AT THE CLOSE OF SUCH FISCAL YEAR AND CONSOLIDATING STATEMENTS OF INCOME AND RETAINED EARNINGS OF THE COMPANY AND ITS CONSOLIDATED SUBSIDIARIES FOR SUCH YEAR; AND

FROM TIME TO TIME SUCH FURTHER INFORMATION REGARDING THE BUSINESS, AFFAIRS AND FINANCIAL CONDITION OF THE COMPANY AND ITS SUBSIDIARIES AS THE LENDERS SHALL REASONABLY REQUEST.

SECTION V.2. Notices of Material Events. The Company will furnish to the Administrative Agent and each Lender prompt written notice of the following:

THE OCCURRENCE OF ANY DEFAULT;

THE FILING OR COMMENCEMENT OF ANY ACTION, SUIT OR PROCEEDING BY OR BEFORE ANY ARBITRATOR OR GOVERNMENTAL AUTHORITY AGAINST OR AFFECTING THE COMPANY OR ANY AFFILIATE THEREOF THAT CONSTITUTES A MATERIAL ADVERSE EFFECT; AND

ANY OTHER DEVELOPMENT THAT CONSTITUTES A MATERIAL ADVERSE EFFECT.

Each notice delivered under this Section shall be accompanied by a statement of a Financial Officer or other executive officer of the Company setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION V.3. Existence; Conduct of Business. The Company will, and will cause each of its Consolidated Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises necessary to the conduct of its business, except, in the case of the legal existence of any such Consolidated Subsidiary or any such right, license, permit,

privilege or franchise, where the failure to so preserve, renew and keep in full force and effect does not constitute a Material Adverse Effect; provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 6.03.

SECTION V.4. Compliance with Contractual Obligations. The Company will, and will cause each of its Consolidated Subsidiaries to comply with all its Contractual Obligations except to the extent that failure to comply therewith does not, in the aggregate, constitute a Material Adverse Effect.

SECTION V.5. Insurance. The Company will, and will cause each of its Consolidated Subsidiaries to, maintain in full force and effect such policies of insurance in such amounts issued by insurers of recognized responsibility covering the properties and operations of the Company and its Consolidated Subsidiaries as is customarily maintained by corporations engaged in the same or similar business in the localities where the properties and operations are located, including but not limited to insurance in connection with the disposal, handling, storage, transportation or generation of hazardous materials; provided, however, that nothing shall prevent the Company or any of its Consolidated Subsidiaries from effecting workers' compensation or similar insurance in respect of operations in any state or other jurisdiction through an insurance fund operated by such state or jurisdiction or from maintaining a system or systems of self-insurance covering its properties or operations as provided above to the extent that such self-insurance is customarily effected by corporations engaged in the same or similar businesses similarly situated and is otherwise prudent in the circumstances.

SECTION V.6. Compliance with Laws. The Company will, and will cause each of its Consolidated Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so, individually or in the aggregate, does not constitute a Material Adverse Effect.

SECTION V.7. Use of Proceeds. The proceeds of the Loans will be applied by the Company:

TO REPAY AMOUNTS OUTSTANDING UNDER THE EXISTING CREDIT AGREEMENT AND TO REFINANCE AMOUNTS OUTSTANDING FROM TIME TO TIME UNDER THE COMPANY'S COMMERCIAL PAPER PROGRAM; AND

TO MEET PART OF THE WORKING CAPITAL AND GENERAL CORPORATE REQUIREMENTS OF THE COMPANY AND ITS SUBSIDIARIES.

No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X of the Board as in effect from time to time.

ARTICLE VI

Negative Covenants

The Company covenants and agrees with the Lenders that until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder by the Company have been paid in full:

FINANCIAL COVENANT. The Company shall not permit the Company Capitalization Ratio to exceed 62.5%.

LIENS. The Company will not, and will not permit any of its Consolidated Subsidiaries to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or assign or sell any income or revenues (including accounts receivable) or rights in respect of any thereof, except:

PERMITTED ENCUMBRANCES;

ANY LIEN ON ANY PROPERTY OR ASSET OF THE COMPANY OR ANY OF ITS CONSOLIDATED SUBSIDIARIES EXISTING ON THE DATE HEREOF AND SET FORTH IN SCHEDULE 6.02; PROVIDED THAT (i) SUCH LIEN SHALL NOT APPLY TO ANY OTHER PROPERTY OR ASSET OF THE COMPANY OR ANY OF ITS CONSOLIDATED SUBSIDIARIES AND (ii) SUCH LIEN SHALL SECURE ONLY THOSE OBLIGATIONS WHICH IT SECURES ON THE DATE HEREOF AND EXTENSIONS, RENEWALS AND REPLACEMENTS THEREOF THAT DO NOT INCREASE THE OUTSTANDING PRINCIPAL AMOUNT THEREOF;

ANY LIEN EXISTING ON ANY PROPERTY OR ASSET PRIOR TO THE ACQUISITION THEREOF BY THE COMPANY OR ANY OF ITS CONSOLIDATED SUBSIDIARIES OR EXISTING ON ANY PROPERTY OR ASSET OF ANY PERSON THAT BECOMES A CONSOLIDATED SUBSIDIARY AFTER THE DATE HEREOF PRIOR TO THE TIME SUCH PERSON BECOMES A CONSOLIDATED SUBSIDIARY; PROVIDED THAT (i) SUCH LIEN IS NOT CREATED IN CONTEMPLATION OF OR IN CONNECTION WITH SUCH ACQUISITION OR SUCH PERSON BECOMING A CONSOLIDATED SUBSIDIARY, (ii) SUCH LIEN SHALL NOT APPLY TO ANY OTHER PROPERTY OR ASSETS OF THE COMPANY OR ANY OF ITS CONSOLIDATED SUBSIDIARIES AND (iii) SUCH LIEN SHALL SECURE ONLY THOSE OBLIGATIONS WHICH IT SECURES ON THE DATE OF SUCH ACQUISITION OR THE DATE SUCH PERSON BECOMES A CONSOLIDATED SUBSIDIARY, AND EXTENSIONS, RENEWALS AND REPLACEMENTS

THEREOF THAT DO NOT INCREASE THE OUTSTANDING PRINCIPAL AMOUNT THEREOF;

LIENS SECURING OR CONSISTING OF DEBT OF THE COMPANY AND ITS CONSOLIDATED SUBSIDIARIES INCURRED TO FINANCE THE ACQUISITION OF FIXED OR CAPITAL ASSETS; PROVIDED THAT (i) SUCH LIENS SHALL BE CREATED SUBSTANTIALLY SIMULTANEOUSLY WITH SUCH ACQUISITION, (ii) SUCH LIENS SECURING SUCH DEBT DO NOT AT ANY TIME ENCUMBER ANY PROPERTY OTHER THAN THE PROPERTY FINANCED BY SUCH DEBT AND (iii) THE PRINCIPAL AMOUNT OF DEBT SECURED BY ANY SUCH LIEN SHALL AT NO TIME EXCEED 100% OF THE ORIGINAL PURCHASE PRICE OF SUCH ASSETS (IN THE CASE OF A PURCHASE) OR FAIR VALUE OF SUCH PROPERTY AT THE TIME IT WAS ACQUIRED (IN ALL OTHER CASES);

LIENS TO SECURE DEBT OF THE COMPANY AND ITS CONSOLIDATED SUBSIDIARIES NOT OTHERWISE PERMITTED BY THIS SECTION 6.02, TO THE EXTENT THAT THE AGGREGATE DEBT SECURED THEREBY DOES NOT EXCEED 15% OF THE CONSOLIDATED NET TANGIBLE ASSETS OF THE COMPANY AND ITS CONSOLIDATED SUBSIDIARIES;

LIENS ON ASSETS OF ANY CONSOLIDATED SUBSIDIARY OF THE COMPANY SECURING INDEBTEDNESS OWED TO THE COMPANY OR ANY OTHER CONSOLIDATED SUBSIDIARY OF THE COMPANY.

SECTION VI.8. Fundamental Changes. (a) The Company will not consolidate with or merge into any other Person, or permit any Person to merge or consolidate into it, or make any sale or other disposition of all or substantially all of its assets to, or acquire substantially all of the assets of, any other Person, or liquidate or dissolve unless:

THE SURVIVOR OF ANY SUCH MERGER OR CONSOLIDATION OR THE PURCHASER OR ACQUIROR OF SUCH ASSETS SHALL BE A CORPORATION INCORPORATED UNDER THE LAWS OF ONE OF THE STATES OF THE UNITED STATES AND NOT MORE THAN 25% OF THE VOTING STOCK (ASSUMING THE CONVERSION OF ALL CONVERTIBLE SECURITIES AND EXERCISE OF ALL OPTIONS, RIGHTS OR WARRANTS) OF SUCH SURVIVOR OR SUCH PURCHASER SHALL BE OWNED BY SUCH OTHER PERSON OR ITS OWNERS AND SHAREHOLDERS;

SUCH SURVIVOR OR SUCH PURCHASER (IF NOT THE COMPANY) SHALL EXPRESSLY ASSUME THE OBLIGATIONS OF THE COMPANY UNDER THIS AGREEMENT PURSUANT TO DOCUMENTATION IN FORM AND SUBSTANCE SATISFACTORY TO THE ADMINISTRATIVE AGENT; AND

AT THE TIME THEREOF AND IMMEDIATELY AFTER GIVING EFFECT THERETO NO DEFAULT SHALL HAVE OCCURRED AND BE CONTINUING AND THE COMPANY SHALL HAVE FURNISHED THE ADMINISTRATIVE

AGENT WITH EVIDENCE OF COMPLIANCE WITH THE PROVISIONS OF THIS SECTION 6.03.

THE COMPANY WILL NOT, AND WILL NOT PERMIT ANY OF ITS CONSOLIDATED SUBSIDIARIES TO, ENGAGE TO ANY MATERIAL EXTENT IN ANY BUSINESS OTHER THAN ENERGY-RELATED BUSINESSES.

RESTRICTIVE AGREEMENTS. The Company will not, and will not permit any of its Consolidated Subsidiaries to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Significant Subsidiary to pay dividends or other distributions with respect to any shares of its capital stock or to make or repay loans or advances to the Company.

FUTURE SUBSIDIARY GUARANTIES. The Company will not permit any Subsidiary to Guaranty any other Debt of the Company unless such Subsidiary simultaneously executes a guaranty agreement in a form and substance reasonably satisfactory to the Administrative Agent for the Guaranty of the payment of the obligations hereunder; provided, however, that the Company shall not be obligated to provide any such Guaranty if the provision of such Guaranty would result in an adverse Tax consequence to the Company or its Subsidiaries.

ARTICLE VII

Events of Default

If any of the following events ("Events of Default") shall occur:

THE COMPANY SHALL BE IN DEFAULT IN THE PAYMENT WHEN DUE OF ANY PRINCIPAL OF ANY LOAN ON THE MATURITY DATE THEREOF;

THE COMPANY SHALL BE IN DEFAULT FOR FIVE DAYS IN THE PAYMENT WHEN DUE OF ANY INTEREST ON ANY LOAN OR ANY OTHER AMOUNT (OTHER THAN PRINCIPAL) DUE HEREUNDER;

ANY REPRESENTATION OR WARRANTY MADE OR DEEMED MADE BY THE COMPANY IN ARTICLE III OR IN ANY CERTIFICATE OF THE COMPANY FURNISHED TO THE SYNDICATION AGENT AND THE

ADMINISTRATIVE AGENT OR ANY LENDER HEREUNDER SHALL PROVE TO HAVE BEEN INCORRECT, WHEN MADE OR DEEMED MADE, IN ANY MATERIAL RESPECT; PROVIDED, HOWEVER, THAT NO SUCH REPRESENTATION OR WARRANTY CONTAINED IN SECTION 3.04 OR 3.05 SHALL BE DEEMED TO HAVE BEEN INCORRECT WHEN MADE BY THE COMPANY BY REASON OF ANY FACTS OR CIRCUMSTANCES DISCLOSED IN ANY FINANCIAL STATEMENTS OR REPORTS FURNISHED UNDER SECTION 5.01 AND RECEIVED BY THE LENDERS NOT LATER THAN 45 DAYS PRIOR TO, OR OTHERWISE SPECIFICALLY DISCLOSED IN WRITING TO THE LENDERS AT LEAST 15 DAYS PRIOR TO, THE DATE SUCH REPRESENTATION AND WARRANTY IS MADE OR DEEMED TO BE MADE IN CONNECTION WITH THE ENTERING INTO OF THIS AGREEMENT OR IN CONNECTION WITH THE MAKING OF A LOAN TO THE COMPANY OR THE OCCASION OF ANY BORROWING AS CONTEMPLATED IN SECTION 4.02;

THE COMPANY SHALL BE IN DEFAULT IN THE PERFORMANCE OF (i) THE COVENANTS CONTAINED IN SECTIONS 5.07, 6.01, 6.02, 6.03, 6.04 AND 6.05 FOR FIVE CONSECUTIVE DAYS AFTER SUCH DEFAULT SHALL HAVE BECOME KNOWN TO THE COMPANY, OR (ii) ANY OTHER COVENANT, CONDITION OR AGREEMENT CONTAINED IN THIS AGREEMENT FOR 30 CONSECUTIVE DAYS AFTER SUCH DEFAULT SHALL HAVE BECOME KNOWN TO THE COMPANY;

ANY OBLIGATION OF THE COMPANY IN RESPECT OF ANY MATERIAL INDEBTEDNESS NOW OR HEREAFTER OUTSTANDING SHALL BECOME DUE BY ITS TERMS WHETHER BY ACCELERATION OR OTHERWISE AND SHALL NOT BE PAID, EXTENDED OR REFUNDED OR ANY DEFAULT OR EVENT OF DEFAULT SHALL OCCUR IN RESPECT OF ANY SUCH OBLIGATION AND SHALL CONTINUE FOR A PERIOD OF TIME SUFFICIENT TO CAUSE OR PERMIT THE ACCELERATION OF MATURITY THEREOF, OR THE COMPANY SHALL FAIL TO PAY ANY SWAP PAYMENT OBLIGATION OF THE COMPANY IN EXCESS OF \$10,000,000 WHEN DUE AND PAYABLE (WHETHER BY ACCELERATION OR OTHERWISE), UNLESS THE COMPANY IS CONTESTING SUCH SWAP PAYMENT OBLIGATION IN GOOD FAITH BY APPROPRIATE PROCEEDINGS AND HAS SET ASIDE APPROPRIATE RESERVES RELATING THERETO IN ACCORDANCE WITH GAAP; PROVIDED THAT IN THE CASE OF ANY GUARANTIES, ENDORSEMENTS AND OTHER CONTINGENT OBLIGATIONS IN RESPECT OF ANY SUCH OBLIGATION FOR BORROWED MONEY OF AN ENTITY OTHER THAN THE COMPANY (ALL OF THE FOREGOING BEING HEREIN CALLED "ACCOMMODATION GUARANTY INDEBTEDNESS"), A DEFAULT WITH RESPECT TO ANY EVIDENCE OF ACCOMMODATION GUARANTY INDEBTEDNESS OF THE COMPANY OR UNDER ANY AGREEMENT UNDER WHICH ANY SUCH EVIDENCE OF ACCOMMODATION GUARANTY INDEBTEDNESS MAY BE OUTSTANDING SHALL CONSTITUTE AN EVENT OF DEFAULT HEREUNDER ONLY IF THERE SHALL HAVE BEEN A DEFAULT IN THE PERFORMANCE BY THE COMPANY OF ITS OBLIGATIONS WITH RESPECT TO SUCH ACCOMMODATION GUARANTY INDEBTEDNESS AND SUCH DEFAULT SHALL CONTINUE FOR MORE THAN 30 DAYS AFTER A HOLDER OR BENEFICIARY OF SUCH ACCOMMODATION GUARANTY INDEBTEDNESS SHALL HAVE DEMANDED THE PERFORMANCE OF SUCH OBLIGATION;

FINAL JUDGMENT FOR THE PAYMENT OF MONEY IN EXCESS OF \$10,000,000 SHALL BE RENDERED AGAINST THE COMPANY AND THE SAME SHALL REMAIN UNDISCHARGED FOR A PERIOD OF 60 DAYS DURING WHICH THE JUDGMENT SHALL NOT BE ON APPEAL OR EXECUTION THEREOF SHALL NOT BE EFFECTIVELY STAYED;

COMPANY OR ANY OF ITS SIGNIFICANT SUBSIDIARIES SHALL (i) APPLY FOR OR CONSENT TO THE APPOINTMENT OF A RECEIVER, TRUSTEE, ADMINISTRATOR OR LIQUIDATOR OF ITSELF OR OF ALL OR A SUBSTANTIAL PART OF ITS ASSETS, (ii) BE UNABLE, OR ADMIT IN WRITING ITS INABILITY OR FAILURE, TO PAY ITS DEBTS GENERALLY, (iii) MAKE A GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS, (iv) BE ADJUDICATED A BANKRUPT OR INSOLVENT, (v) COMMENCE ANY CASE, PROCEEDING OR OTHER ACTION UNDER ANY EXISTING OR FUTURE LAW RELATING TO BANKRUPTCY, INSOLVENCY, REORGANIZATION OR RELIEF OF DEBTORS SEEKING TO HAVE AN ORDER FOR RELIEF ENTERED WITH RESPECT TO IT, OR SEEKING TO ADJUDICATE IT A BANKRUPT OR INSOLVENT, OR SEEKING REORGANIZATION, ARRANGEMENT, ADJUSTMENT, WINDING UP, LIQUIDATION, DISSOLUTION, COMPOSITION OR OTHER RELIEF WITH RESPECT TO IT OR ITS DEBTS OR AN ARRANGEMENT WITH CREDITORS OR TAKING ADVANTAGE OF ANY INSOLVENCY LAW OR PROCEEDING FOR THE RELIEF OF DEBTORS, OR FILE AN ANSWER ADMITTING THE MATERIAL ALLEGATIONS OF A PETITION FILED AGAINST IT IN ANY BANKRUPTCY, REORGANIZATION OR INSOLVENCY PROCEEDING, OR (vi) TAKE CORPORATE ACTION FOR THE PURPOSE OF EFFECTING ANY OF THE FOREGOING;

ANY CASE, PROCEEDING OR OTHER ACTION SHALL BE INSTITUTED IN ANY COURT OF COMPETENT JURISDICTION, AGAINST COMPANY OR ANY OF ITS SIGNIFICANT SUBSIDIARIES, SEEKING IN RESPECT OF SUCH COMPANY OR ANY OF ITS SIGNIFICANT SUBSIDIARIES ADJUDICATION IN BANKRUPTCY, REORGANIZATION, DISSOLUTION, WINDING UP, LIQUIDATION, ADMINISTRATION, A COMPOSITION OR ARRANGEMENT WITH CREDITORS, A READJUSTMENT OF DEBTS, THE APPOINTMENT OF A TRUSTEE, RECEIVER, ADMINISTRATOR, LIQUIDATOR OR THE LIKE OF SUCH COMPANY OR ANY OF ITS SIGNIFICANT SUBSIDIARIES OR OF ALL OR ANY SUBSTANTIAL PART OF ITS ASSETS, OR OTHER LIKE RELIEF IN RESPECT OF SUCH COMPANY OR ANY OF ITS SIGNIFICANT SUBSIDIARIES UNDER ANY BANKRUPTCY OR INSOLVENCY LAW AND SUCH CASE, PROCEEDING OR OTHER ACTION RESULTS IN AN ENTRY OF AN ORDER FOR RELIEF OR ANY SUCH ADJUDICATION OR APPOINTMENT OR IF SUCH CASE, PROCEEDING OR OTHER ACTION IS BEING CONTESTED BY SUCH COMPANY OR ANY OF ITS SIGNIFICANT SUBSIDIARIES IN GOOD FAITH, THE SAME SHALL CONTINUE UNDISMISSED, OR UNSTAYED AND IN EFFECT, FOR ANY PERIOD OF 60 CONSECUTIVE DAYS; OR

AT ANY TIME SUBSEQUENT TO DECEMBER 31, 1999 AND PRIOR TO THE MATURITY DATE, CONTINUING DIRECTORS SHALL FAIL TO CONSTITUTE AT LEAST A MAJORITY OF THE BOARD OF DIRECTORS OF THE COMPANY; FOR THE FOREGOING PURPOSE, THE TERM "CONTINUING DIRECTORS" MEANS THOSE PERSONS WHO WERE DIRECTORS OF THE COMPANY ON

DECEMBER 31, 1999 AND ANY PERSON WHOSE ELECTION OR NOMINATION FOR ELECTION AS A DIRECTOR OF THE COMPANY AT ANY TIME SUBSEQUENT THERETO WAS APPROVED BY AT LEAST A MAJORITY OF THE PERSONS WHO WERE THEN CONTINUING DIRECTORS;

then, and in every such event (other than an event described in clause (g) or (h) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent shall, at the request of the Required Lenders, by notice to the Company, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of any of the Company accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Company; and in case of any event with respect to the Company described in clause (g) or (h) of this Article, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Company accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Company.

ARTICLE VIII

The Administrative Agent

Each of the Lenders hereby 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 hereof, together with such actions and powers as are reasonably incidental thereto.

The bank serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and such bank and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Company or any of its Subsidiaries thereof or other Affiliate thereof as if it were not the Administrative Agent hereunder.

The Administrative Agent shall not have any duties or obligations except those expressly set forth herein. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except

discretionary rights and powers expressly contemplated hereby that the Administrative Agent is required to exercise in writing by the Required Lenders, and (c) except as expressly set forth herein, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Company or any of its Subsidiaries that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders or all the Lenders to the extent required by Section 9.02 or in the absence of its own gross negligence or wilful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Administrative Agent by the Company or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement, (ii) the contents of any certificate, report or other document delivered hereunder or in connection herewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. The Administrative Agent may consult with legal counsel (who may be counsel for the Company), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

The Administrative Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

Subject to the appointment and acceptance of a successor Administrative Agent as provided in this paragraph, the Administrative Agent may resign at any time by notifying the Lenders and the Company. Upon any such resignation, the Required Lenders shall have the right, in consultation with the Company, to appoint one of the Lenders a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such

appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders and in consultation with the Company, appoint one of the Lenders as a successor Administrative Agent which shall be a bank with an office in New York, New York, or an Affiliate of any such bank. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Company to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Company and such successor. After the Administrative Agent's resignation hereunder, the provisions of this Article and Section 9.03 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as Administrative Agent.

Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent, the Syndication Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent, the Syndication Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any related agreement or any document furnished hereunder or thereunder.

The Syndication Agent and the Documentation Agents shall not have any duties or responsibilities hereunder in their capacity as such (except as expressly set forth herein) and shall be entitled to the same rights and privileges afforded to the Administrative Agent, in its capacity as such under Article VIII.

ARTICLE IX

Miscellaneous

SECTION IX.1. Notices. Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

IF TO THE COMPANY, TO AMERADA HESS CORPORATION, 1185 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10036, ATTENTION OF TREASURER (TELECOPY NO. (212) 536-8617);

IF TO THE SYNDICATION AGENT, TO GOLDMAN SACHS CREDIT PARTNERS L.P., 85 BROAD STREET, NEW YORK, NEW YORK 10004, ATTENTION OF STEPHEN KING (TELECOPY NO. (212) 357-0932), WITH A COPY TO BARBARA AARON (TELECOPY NO. (212) 357-4597).

IF TO THE ADMINISTRATIVE AGENT, TO THE CHASE MANHATTAN BANK, ONE CHASE MANHATTAN PLAZA, 8TH FLOOR, NEW YORK, NEW YORK 10081, ATTENTION OF LUANN DESTEFANO (TELECOPY NO. (212) 552-5777).

(b) if to any other Lender, to it at its address (or telecopy number) set forth in its Administrative Questionnaire.

Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

SECTION IX.2. Waivers: Amendments. (a) No failure or delay by the Syndication Agent and the Administrative Agent or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Syndication Agent and the Administrative Agent and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Company therefrom shall in any event be effective unless the same shall be permitted by this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent or any Lender may have had notice or knowledge of such Default at the time.

NEITHER THIS AGREEMENT NOR ANY PROVISION HEREOF MAY BE WAIVED, AMENDED OR MODIFIED EXCEPT PURSUANT TO AN AGREEMENT OR AGREEMENTS IN WRITING ENTERED INTO BY THE COMPANY AND THE REQUIRED LENDERS OR BY THE COMPANY AND THE ADMINISTRATIVE AGENT WITH THE CONSENT OF THE REQUIRED LENDERS; PROVIDED THAT NO SUCH AGREEMENT SHALL (i) INCREASE THE COMMITMENT OF ANY LENDER WITHOUT THE WRITTEN CONSENT OF SUCH LENDER, (ii) REDUCE THE PRINCIPAL AMOUNT OF ANY LOAN OR REDUCE THE RATE OF INTEREST THEREON, OR REDUCE ANY FEES PAYABLE HEREUNDER, WITHOUT THE WRITTEN CONSENT OF EACH LENDER AFFECTED THEREBY, (iii) POSTPONE THE SCHEDULED DATE OF PAYMENT OF THE PRINCIPAL AMOUNT OF ANY LOAN, OR ANY INTEREST THEREON, OR ANY FEES OR ANY OTHER AMOUNT PAYABLE HEREUNDER, OR REDUCE THE AMOUNT OF, WAIVE OR EXCUSE ANY SUCH PAYMENT, OR POSTPONE THE SCHEDULED DATE OF EXPIRATION OF ANY

COMMITMENT, WITHOUT THE WRITTEN CONSENT OF EACH LENDER AFFECTED THEREBY, (iv) CHANGE SECTION 2.16(b) OR (c) IN A MANNER THAT WOULD ALTER THE PRO RATA SHARING OF PAYMENTS REQUIRED THEREBY, WITHOUT THE WRITTEN CONSENT OF EACH LENDER, OR (v) CHANGE ANY OF THE PROVISIONS OF THIS SECTION OR THE DEFINITION OF "REQUIRED LENDERS" OR ANY OTHER PROVISION HEREOF SPECIFYING THE NUMBER OR PERCENTAGE OF LENDERS REQUIRED TO WAIVE, AMEND OR MODIFY ANY RIGHTS HEREUNDER OR MAKE ANY DETERMINATION OR GRANT ANY CONSENT HEREUNDER, WITHOUT THE WRITTEN CONSENT OF EACH LENDER; PROVIDED FURTHER THAT NO SUCH AGREEMENT SHALL AMEND, MODIFY OR OTHERWISE AFFECT THE RIGHTS OR DUTIES OF THE ADMINISTRATIVE AGENT HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF THE ADMINISTRATIVE AGENT.

SECTION Expenses; Indemnity: Damage Waiver. (a) THE COMPANY AGREES TO PAY (i) ALL REASONABLE OUT-OF-POCKET EXPENSES INCURRED BY THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT AND THEIR AFFILIATES, INCLUDING THE REASONABLE FEES, CHARGES AND DISBURSEMENTS OF COUNSEL FOR THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT, IN CONNECTION WITH THE SYNDICATION OF THE CREDIT FACILITIES PROVIDED FOR HEREIN, THE PREPARATION AND ADMINISTRATION OF THIS AGREEMENT AND THE PRIOR CREDIT AGREEMENTS OR ANY AMENDMENTS, MODIFICATIONS OR WAIVERS OF THE PROVISIONS HEREOF (WHETHER OR NOT THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY SHALL BE CONSUMMATED) AND (ii) ALL OUT-OF-POCKET EXPENSES INCURRED BY THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT OR ANY LENDER, INCLUDING THE FEES, CHARGES AND DISBURSEMENTS OF ANY COUNSEL FOR THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT OR ANY LENDER, IN CONNECTION WITH THE ENFORCEMENT OR PROTECTION OF ITS RIGHTS IN CONNECTION WITH THIS AGREEMENT, INCLUDING ITS RIGHTS UNDER THIS SECTION, OR IN CONNECTION WITH THE LOANS MADE HEREUNDER, INCLUDING IN CONNECTION WITH ANY WORKOUT, RESTRUCTURING OR NEGOTIATIONS IN RESPECT THEREOF.

THE COMPANY AGREES TO INDEMNIFY THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT AND EACH LENDER, AND EACH RELATED PARTY OF ANY OF THE FOREGOING PERSONS (EACH SUCH PERSON BEING CALLED AN "INDEMNITEE") AGAINST, AND HOLD EACH INDEMNITEE HARMLESS FROM, ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES AND RELATED EXPENSES, INCLUDING THE FEES, CHARGES AND DISBURSEMENTS, OF ANY COUNSEL FOR ANY INDEMNITEE, INCURRED BY OR ASSERTED AGAINST ANY INDEMNITEE ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF (i) THE EXECUTION OR DELIVERY OF THIS AGREEMENT AND THE PRIOR CREDIT AGREEMENTS OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY, THE PERFORMANCE BY THE PARTIES HERETO OF THEIR RESPECTIVE OBLIGATIONS

HEREUNDER OR THE CONSUMMATION OF THE TRANSACTIONS OR ANY OTHER TRANSACTIONS CONTEMPLATED HEREBY, (ii) ANY LOAN OR THE USE OF THE PROCEEDS THEREFROM, (iii) ANY ACTUAL OR ALLEGED PRESENCE OR RELEASE OF HAZARDOUS MATERIALS ON OR FROM ANY PROPERTY OWNED OR OPERATED BY THE COMPANY OR ANY OF ITS SUBSIDIARIES, OR ANY ENVIRONMENTAL LIABILITY RELATED IN ANY WAY TO THE COMPANY OR ANY OF ITS SUBSIDIARIES, OR (iv) ANY ACTUAL OR PROSPECTIVE CLAIM, LITIGATION, INVESTIGATION OR PROCEEDING RELATING TO ANY OF THE FOREGOING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO; PROVIDED THAT SUCH INDEMNITY SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED EXPENSES ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED FROM THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF SUCH INDEMNITEE OR FROM A BREACH OF THIS AGREEMENT BY SUCH INDEMNITEE.

TO THE EXTENT THAT THE COMPANY FAILS TO PAY ANY AMOUNT REQUIRED TO BE PAID BY IT TO THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT UNDER PARAGRAPH (a) OR (b) OF THIS SECTION, EACH LENDER SEVERALLY AGREES TO PAY TO THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT SUCH LENDER'S APPLICABLE PERCENTAGE (DETERMINED AS OF THE TIME THAT THE APPLICABLE UNREIMBURSED EXPENSE OR INDEMNITY PAYMENT IS SOUGHT) OF SUCH UNPAID AMOUNT; PROVIDED THAT THE UNREIMBURSED EXPENSE OR INDEMNIFIED LOSS, CLAIM, DAMAGE, LIABILITY OR RELATED EXPENSE, AS THE CASE MAY BE, WAS INCURRED BY OR ASSERTED AGAINST THE SYNDICATION AGENT AND THE ADMINISTRATIVE AGENT IN THEIR CAPACITY AS SUCH.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST ANY INDEMNITEE, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS AGREEMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY, THE TRANSACTIONS, ANY LOAN OR THE USE OF THE PROCEEDS THEREOF.

ALL AMOUNTS DUE UNDER THIS SECTION SHALL BE PAYABLE PROMPTLY AFTER WRITTEN DEMAND THEREFOR.

SECTION IX.3. Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Company may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any the Company without such consent shall be null and

void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby and, to the extent expressly contemplated hereby, the Related Parties of each of the Syndication Agent and the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

ANY LENDER MAY ASSIGN TO ONE OR MORE ASSIGNEES ALL OR A PORTION OF ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT (INCLUDING ALL OR A PORTION OF ITS COMMITMENT AND THE LOANS AT THE TIME OWING TO IT); PROVIDED THAT (i) EXCEPT IN THE CASE OF AN ASSIGNMENT TO A LENDER OR AN AFFILIATE OF A LENDER, EACH OF THE COMPANY (EXCEPT, UPON THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, THE CONSENT OF THE COMPANY SHALL NOT BE REQUIRED) AND THE ADMINISTRATIVE AGENT MUST GIVE THEIR PRIOR WRITTEN CONSENT TO SUCH ASSIGNMENT (WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD), (ii) EXCEPT IN THE CASE OF AN ASSIGNMENT TO A LENDER OR AN AFFILIATE OF A LENDER OR AN ASSIGNMENT OF THE ENTIRE REMAINING AMOUNT OF THE ASSIGNING LENDER'S COMMITMENT, THE AMOUNT OF THE COMMITMENT OF THE ASSIGNING LENDER SUBJECT TO EACH SUCH ASSIGNMENT (DETERMINED AS OF THE DATE THE ASSIGNMENT AND ACCEPTANCE WITH RESPECT TO SUCH ASSIGNMENT IS DELIVERED TO THE ADMINISTRATIVE AGENT) SHALL EACH NOT BE LESS THAN \$5,000,000 UNLESS EACH OF THE COMPANY AND THE ADMINISTRATIVE AGENT OTHERWISE CONSENT, (iii) EACH PARTIAL ASSIGNMENT SHALL BE MADE AS AN ASSIGNMENT OF A PROPORTIONATE PART OF ALL THE ASSIGNING LENDER'S RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT, EXCEPT THAT THIS CLAUSE (iii) SHALL NOT APPLY TO RIGHTS IN RESPECT OF OUTSTANDING COMPETITIVE LOANS, (iv) THE PARTIES TO EACH ASSIGNMENT SHALL EXECUTE AND DELIVER TO THE ADMINISTRATIVE AGENT AN ASSIGNMENT AND ACCEPTANCE, TOGETHER (EXCEPT IN THE CASE OF AN ASSIGNMENT BY A LENDER TO ONE OF ITS AFFILIATES OR AN ASSIGNMENT AS A RESULT OF ANY OF THE EVENTS CONTEMPLATED BY SECTION 2.17) WITH A PROCESSING AND RECORDATION FEE OF \$500 IN THE CASE OF ASSIGNMENTS MADE BY OR TO SYNDICATION AGENT AND \$2,000 IN THE CASE OF ALL OTHER ASSIGNMENTS, AND (v) THE ASSIGNEE, IF IT SHALL NOT BE A LENDER, SHALL DELIVER TO THE ADMINISTRATIVE AGENT AN ADMINISTRATIVE QUESTIONNAIRE; PROVIDED FURTHER THAT ANY CONSENT OF THE COMPANY OTHERWISE REQUIRED UNDER THIS PARAGRAPH SHALL NOT BE REQUIRED IF AN EVENT OF DEFAULT UNDER CLAUSE (g) OR (h) OF ARTICLE VII HAS OCCURRED AND IS CONTINUING. UPON ACCEPTANCE AND RECORDING PURSUANT TO PARAGRAPH (d) OF THIS SECTION, FROM AND AFTER THE EFFECTIVE DATE SPECIFIED IN EACH ASSIGNMENT AND ACCEPTANCE, THE ASSIGNEE THEREUNDER SHALL BE A PARTY HERETO AND, TO THE EXTENT OF THE INTEREST ASSIGNED BY SUCH ASSIGNMENT AND ACCEPTANCE, HAVE THE RIGHTS AND OBLIGATIONS OF A LENDER UNDER THIS AGREEMENT, AND THE ASSIGNING LENDER THEREUNDER SHALL, TO THE EXTENT OF THE INTEREST ASSIGNED BY SUCH ASSIGNMENT AND ACCEPTANCE, BE RELEASED FROM ITS OBLIGATIONS UNDER THIS AGREEMENT (AND, IN THE CASE OF AN ASSIGNMENT AND ACCEPTANCE COVERING ALL OF THE ASSIGNING LENDER'S RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT, SUCH LENDER SHALL CEASE TO BE A PARTY HERETO BUT SHALL CONTINUE

TO BE ENTITLED TO THE BENEFITS OF SECTIONS 2.13, 2.14, 2.15 AND 9.03). ANY ASSIGNMENT OR TRANSFER BY A LENDER OF RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT THAT DOES NOT COMPLY WITH THIS PARAGRAPH SHALL BE TREATED FOR PURPOSES OF THIS AGREEMENT AS A SALE BY SUCH LENDER OF A PARTICIPATION IN SUCH RIGHTS AND OBLIGATIONS IN ACCORDANCE WITH PARAGRAPH (e) OF THIS SECTION.

THE ADMINISTRATIVE AGENT, ACTING FOR THIS PURPOSE AS AN AGENT OF THE COMPANY, SHALL MAINTAIN AT ONE OF ITS OFFICES IN THE CITY OF NEW YORK A COPY OF EACH ASSIGNMENT AND ACCEPTANCE DELIVERED TO IT AND A REGISTER FOR THE RECORDATION OF THE NAMES AND ADDRESSES OF THE LENDERS, AND THE COMMITMENT OF, AND PRINCIPAL AMOUNT OF THE LOANS OWING TO, EACH LENDER PURSUANT TO THE TERMS HEREOF FROM TIME TO TIME (THE "REGISTER"). THE ENTRIES IN THE REGISTER SHALL BE CONCLUSIVE, AND THE COMPANY, THE ADMINISTRATIVE AGENT AND THE LENDERS MAY TREAT EACH PERSON WHOSE NAME IS RECORDED IN THE REGISTER PURSUANT TO THE TERMS HEREOF AS A LENDER HEREUNDER FOR ALL PURPOSES OF THIS AGREEMENT, NOTWITHSTANDING NOTICE TO THE CONTRARY.

UPON ITS RECEIPT OF A DULY COMPLETED ASSIGNMENT AND ACCEPTANCE EXECUTED BY AN ASSIGNING LENDER AND AN ASSIGNEE, THE ASSIGNEE'S COMPLETED ADMINISTRATIVE QUESTIONNAIRE (UNLESS THE ASSIGNEE SHALL ALREADY BE A LENDER HEREUNDER), THE PROCESSING AND RECORDATION FEE REFERRED TO IN PARAGRAPH (b) OF THIS SECTION AND ANY WRITTEN CONSENT TO SUCH ASSIGNMENT REQUIRED BY PARAGRAPH (b) OF THIS SECTION, THE ADMINISTRATIVE AGENT SHALL ACCEPT SUCH ASSIGNMENT AND ACCEPTANCE AND RECORD THE INFORMATION CONTAINED THEREIN IN THE REGISTER. NO ASSIGNMENT SHALL BE EFFECTIVE FOR PURPOSES OF THIS AGREEMENT UNLESS IT HAS BEEN RECORDED IN THE REGISTER AS PROVIDED IN THIS PARAGRAPH.

ANY LENDER MAY, WITHOUT THE CONSENT OF ANY OF THE COMPANY OR THE ADMINISTRATIVE AGENT, SELL PARTICIPATIONS TO ONE OR MORE BANKS OR OTHER ENTITIES (A "PARTICIPANT") IN ALL OR A PORTION OF SUCH LENDER'S RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT (INCLUDING ALL OR A PORTION OF ITS COMMITMENT AND THE LOANS OWING TO IT); PROVIDED THAT (i) SUCH LENDER'S OBLIGATIONS UNDER THIS AGREEMENT SHALL REMAIN UNCHANGED, (ii) SUCH LENDER SHALL REMAIN SOLELY RESPONSIBLE TO THE OTHER PARTIES HERETO FOR THE PERFORMANCE OF SUCH OBLIGATIONS AND (iii) THE COMPANY, THE ADMINISTRATIVE AGENT AND THE OTHER LENDERS SHALL CONTINUE TO DEAL SOLELY AND DIRECTLY WITH SUCH LENDER IN CONNECTION WITH SUCH LENDER'S RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT. ANY AGREEMENT OR INSTRUMENT PURSUANT TO WHICH A LENDER SELLS SUCH A PARTICIPATION SHALL PROVIDE THAT SUCH LENDER SHALL RETAIN THE SOLE RIGHT TO ENFORCE THIS AGREEMENT AND TO APPROVE ANY AMENDMENT, MODIFICATION OR WAIVER OF ANY PROVISION OF THIS AGREEMENT; PROVIDED THAT SUCH AGREEMENT OR INSTRUMENT

MAY PROVIDE THAT SUCH LENDER WILL NOT, WITHOUT THE CONSENT OF THE PARTICIPANT, AGREE TO ANY AMENDMENT, MODIFICATION OR WAIVER DESCRIBED IN THE FIRST PROVISIO TO SECTION 9.02(b) THAT AFFECTS SUCH PARTICIPANT. SUBJECT TO PARAGRAPH (f) OF THIS SECTION, THE COMPANY AGREES THAT EACH PARTICIPANT SHALL BE ENTITLED TO THE BENEFITS OF SECTIONS 2.13, 2.14 AND 2.15 TO THE SAME EXTENT AS IF IT WERE A LENDER AND HAD ACQUIRED ITS INTEREST BY ASSIGNMENT PURSUANT TO PARAGRAPH (b) OF THIS SECTION.

A PARTICIPANT SHALL NOT BE ENTITLED TO RECEIVE ANY GREATER PAYMENT UNDER SECTION 2.13 OR 2.15 THAN THE APPLICABLE LENDER WOULD HAVE BEEN ENTITLED TO RECEIVE WITH RESPECT TO THE PARTICIPATIONS SOLD TO SUCH PARTICIPANT, UNLESS THE SALE OF THE PARTICIPATIONS TO SUCH PARTICIPANT IS MADE WITH THE COMPANY'S PRIOR WRITTEN CONSENT. A PARTICIPANT THAT WOULD BE A FOREIGN LENDER IF IT WERE A LENDER SHALL NOT BE ENTITLED TO THE BENEFITS OF SECTION 2.15 UNLESS THE COMPANY IS NOTIFIED OF THE PARTICIPATIONS SOLD TO SUCH PARTICIPANT AND SUCH PARTICIPANT AGREES, FOR THE BENEFIT OF THE COMPANY, TO COMPLY WITH SECTION 2.15(e) AS THOUGH IT WERE A LENDER.

ANY LENDER MAY AT ANY TIME PLEDGE OR ASSIGN A SECURITY INTEREST IN ALL OR ANY PORTION OF ITS RIGHTS UNDER THIS AGREEMENT TO SECURE OBLIGATIONS OF SUCH LENDER, INCLUDING ANY SUCH PLEDGE OR ASSIGNMENT TO A FEDERAL RESERVE BANK, AND THIS SECTION SHALL NOT APPLY TO ANY SUCH PLEDGE OR ASSIGNMENT OF A SECURITY INTEREST; PROVIDED THAT NO SUCH PLEDGE OR ASSIGNMENT OF A SECURITY INTEREST SHALL RELEASE A LENDER FROM ANY OF ITS OBLIGATIONS HEREUNDER OR SUBSTITUTE ANY SUCH ASSIGNEE FOR SUCH LENDER AS A PARTY HERETO.

SECTION IX.4. Survival. All covenants, agreements, representations and warranties made by the Company herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Syndication Agent and the Administrative Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid and so long as the Commitments have not expired or terminated. The provisions of Sections 2.13, 2.14, 2.15 and 9.03 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated

hereby, the repayment of the Loans, the expiration or termination of the Commitments or the termination of this Agreement or any provision hereof.

SECTION IX.5. Counterparts: Integration: Effectiveness. This Agreement 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. This Agreement and any separate letter agreements with respect to fees payable to the Syndication Agent and the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Syndication Agent and the Administrative Agent and when the Syndication Agent and the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION IX.6. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION IX.7. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Lender to or for the credit or the account of the Company against any of and all the obligations of the Company now or hereafter existing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

SECTION IX.8. Governing Law; Jurisdiction; Consent to Service of Process; Process Agent; Waiver of Immunity. (a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

THE COMPANY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE

SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST THE COMPANY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION

THE COMPANY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

THE COMPANY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES TO THE COMPANY IN SECTION 9.01 AND EACH OTHER PARTY TO THIS AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES TO IT IN SECTION 9.01. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

SECTION IX.9. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION IX.10. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION IX.11. Confidentiality. Each of the Syndication Agent and the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, (g) with the consent of the Company or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Syndication Agent and the Administrative Agent or any Lender on a non-confidential basis from a source other than the Company. For the purposes of this Section, "Information" means all information received from the Company relating to the Company or its business, other than any such information that is available to the Syndication Agent and the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by the Company; provided that, in the case of information received from the Company after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

SECTION IX.12. Third Amendment & Restatement. Upon the Third Amended and Restated Effective Date, this Agreement shall amend and restate and replace in its entirety the Second Amended and Restated Credit Agreement.

[Remainder of page intentionally left blank.]

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

COMPANY: AMERADA HESS CORPORATION

By: s/s John Y. Schreyer

Name: John Y. Schreyer
Title: Chief Financial Officer

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SOLE SYNDICATION AGENT,
JOINT BOOK RUNNER, JOINT
LEAD ARRANGER AND
A LENDER:

GOLDMAN SACHS CREDIT PARTNERS L.P.

By: s/s Robert T. Wagner

Name: Robert T. Wagner
Authorized Signatory

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JOINT BOOK RUNNER AND JOINT
LEAD ARRANGER

CHASE SECURITIES INC.

By: s/s Timothy Wong

Name: Timothy Wong
Title: Vice President

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CO-DOCUMENTATION AGENT,
ARRANGER AND A LENDER

CITIBANK, N.A.

By: s/s Gordon DeKuyper

Name: Gordon DeKuyper
Title: Vice President

S-4

CO-DOCUMENTATION AGENT,
ARRANGER AND A LENDER

BANK OF AMERICA, N.A.

By: s/s Michael J. Dillon

Name: Michael J. Dillon
Title: Managing Director

S-5

CO-DOCUMENTATION AGENT,
ARRANGER AND A LENDER

BARCLAYS BANK PLC

By: s/s Nicholas Bell

Name: Nicholas Bell
Title: Director

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ADMINISTRATIVE AGENT
AND A LENDER:

THE CHASE MANHATTAN BANK

By: s/s Beth Lawrence

Name: Beth Lawrence
Title: Managing Director

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LENDERS:

THE DAI-ICHI KANGYO BANK, LTD.

By: s/s Maureen Carson

Name: Maureen Carson
Title: Account Officer

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THE INDUSTRIAL BANK OF JAPAN,
LIMITED

By: s/s John Dippo

Name: John Dippo
Title: Senior Vice President

THE FUJI BANK, LIMITED

By: s/s Yuji Tanaka

Name: Yuji Tanaka

Title: Vice President

S-10

ABN AMRO BANK, N.V.

By: s/s W. Bryan Chapman

Name: W. Bryan Chapman
Title: Group Vice President

By: s/s Frank R. Russo Jr.

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

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BANK OF TOKYO-MITSUBISHI
TRUST COMPANY

By: s/s T. Fennessey

Name: T. Fennessey
Title: Vice President

S-12

BNP PARIBAS

By: s/s Brian M. Malon

Name: Brian M. Malon
Title: Director

By: s/s Xavier M. Venereau

Name: Xavier M. Venereau
Title: Vice President

S-13

FLEET NATIONAL BANK

By: s/s Michael J. Brochetti

Name: Michael J. Brochetti
Title: Vice President

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ROYAL BANK OF CANADA

By: s/s Linda M. Stephens

Name: Linda M. Stephens
Title: Senior Manager

S-15

THE ROYAL BANK OF SCOTLAND PLC

By: s/s Jayne Seaford

Name: Jayne Seaford
Title: Vice President

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THE BANK OF NOVA SCOTIA

By: s/s William R. Collins

Name: William R. Collins
Title: Managing Director

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WESTDEUTSCHE LANDESBANK
GIROZENTRALE

By: s/s Duncan M. Robertson

Name: Duncan M. Robertson
Title: Director

By: s/s Monika K. Kump

Name: Monika K. Kump
Title: Manager

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DEN NORSKE BANK ASA

By: s/s Hans Jorgen Ormar

Name: Hans Jorgen Ormar
Title: Vice President

By: s/s Alfred C. Jones

Name: Alfred C. Jones
Title: Senior Vice President

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THE BANK OF NEW YORK

By: s/s John V. Yancey

Name: John V. Yancey
Title: Senior Vice President

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CIBC, INC.

By: s/s Lindsay Gordon

Name: Lindsay Gordon
Title: Executive Director
CIBC World Markets Corp.,
as Agent

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THE SUMITOMO BANK, LIMITED

By: s/s C. Michael Garrido

Name: C. Michael Garrido
Title: Senior Vice President

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UNIBANK

By: s/s Torben Rolver

Name: Torben Rolver
Title: First Vice President

By: s/s Tine Scharling

Name: Tine Scharling
Title: Vice President

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SUNTRUST BANK

By: s/s David J. Edge

Name: David J. Edge
Title: Director

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BAYERISCHELANDESBANK
GIROZENTRALE, CAYMAN ISLANDS
BRANCH

By: s/s Alexander Kohnert

Name: Alexander Kohnert
Title: First Vice President

By: s/s Sean O' Sullivan

Name: Sean O'Sullivan
Title: Vice President

THE NORTHERN TRUST BANK

By: s/s David J. Mitchell

Name: David J. Mitchell
Title: Vice President

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SCHEDULE 2.01
TO THIRD AMENDED AND RESTATED
CREDIT AGREEMENT

Commitments

Lender	Commitment
Goldman Sachs Credit Partners L.P.	\$112,500,000
The Chase Manhattan Bank	\$112,500,000
Citibank, N.A.	\$100,000,000
Bank of America, N.A.	\$100,000,000
Barclays Bank PLC	\$100,000,000
Mizuho Financial Group	\$97,500,000
The Industrial Bank of Japan, Limited	\$42,500,000
The Fuji Bank, Limited	\$32,500,000
The Dai-Ichi Kangyo Bank, Ltd.	\$22,500,000
Bank of Tokyo-Mitsubishi Trust Company	\$75,000,000
BNP Paribas	\$75,000,000
Fleet National Bank	\$75,000,000
Royal Bank of Canada	\$75,000,000
The Bank of Nova Scotia	\$75,000,000
Royal Bank of Scotland plc	\$75,000,000
Westdeutsche Landesbank Girozentrale	\$75,000,000
Den norske Bank ASA	\$62,500,000
ABN AMRO Bank, N.V.	\$50,000,000
CIBC, Inc.	\$50,000,000
The Bank of New York	\$50,000,000
The Sumitomo Bank, Limited	\$50,000,000
Bayerische Landesbank, Cayman Islands Branch	\$25,000,000
Unibank	\$25,000,000
SunTrust Bank	\$25,000,000
The Northern Trust Bank	\$15,000,000
Total	\$1,500,000,000 =====

SCHEDULE 3.10
TO THIRD AMENDED AND RESTATED
CREDIT AGREEMENT

Scheduled Debt

SCH 3.10-1

SCHEDULE 6.02
TO THIRD AMENDED AND RESTATED
CREDIT AGREEMENT

Existing Liens

SCH 6.02-1

EXHIBIT A
TO THIRD AMENDED AND RESTATED
CREDIT AGREEMENT

FORM OF
ASSIGNMENT AND ACCEPTANCE

Reference is made to the Third Amended and Restated "Facility B" Credit Agreement, dated as of January 23, 2001 among Amerada Hess Corporation (the "Company"), the several banks and other financial institutions from time to time parties thereto (the "Lenders"), Goldman Sachs Credit Partners L.P., as Joint Book Runner, Joint Lead Arranger and sole Syndication Agent, 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 The Chase Manhattan Bank, as Administrative Agent (the "Credit Agreement"). Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

The Assignor identified on Schedule 1 hereto (the "Assignor") and the Assignee identified on Schedule 1 hereto (the "Assignee") agree as follows:

1. The Assignor hereby irrevocably sells and assigns to the Assignee without recourse to the Assignor, and the Assignee hereby irrevocably purchases and assumes from the Assignor without recourse to the Assignor, as of the Effective Date (as defined below), the interest set forth on Schedule 1 hereto (the "Assigned Interest") in and to the Assignor's rights and obligations under the Credit Agreement with respect to those revolving credit facility contained in the Credit Agreement (the "Assigned Facility") in a principal amount and/or commitment amount for the Assigned Facility as set forth on Schedule 1 hereto.

2. The Assignor (a) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or with respect to the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto, other than that the Assignor is the legal and beneficial owner of the interest being assigned by it hereunder, it has not created any adverse claim upon the interest being assigned by it hereunder and that such interest is free and clear of any such adverse claim; (b) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Company, any of its Subsidiaries, any other obligor or the performance or observance by the Company, any of its Subsidiaries, any other obligor of any of their respective obligations under the Credit Agreement or any document executed in connection therewith or any other instrument or document

furnished pursuant hereto or thereto; and (c) attaches any Notes held by it evidencing the Assigned Facility and (i) requests that the Administrative Agent, upon request by the Assignee, exchange any attached Notes for a new Note payable to the Assignee and (ii) if the Assignor has retained any interest in the Assigned Facility, requests that the Administrative Agent exchange any attached Notes for a new Note payable to the Assignor, in each case in amounts which reflect the assignment being made hereby (and after giving effect to any other assignments which have become effective on the Effective Date).

3. The Assignee (a) represents and warrants that it is legally authorized to enter into this Assignment and Acceptance; (b) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements delivered pursuant to Sections 5.01 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (c) agrees that it will, independently and without reliance upon the Assignor, the Administrative Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Administrative Agent by the terms thereof, together with such powers as are incidental thereto; and (e) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with its terms all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender including, if it is organized under the laws of a jurisdiction outside the United States, its obligation pursuant to Section 2.15 of the Credit Agreement.

4. The effective date of this Assignment and Acceptance shall be the date set forth on Schedule 1 hereto (the "Effective Date"). Following the execution of this Assignment and Acceptance, it will be delivered to the Administrative Agent for acceptance by them and recording by the Administrative Agent pursuant to the Credit Agreement, effective as of the Effective Date (which shall not, unless otherwise agreed to by the Administrative Agent, be earlier than five Business Days after the date of such acceptance and recording by the Administrative Agent).

5. Upon such acceptance and recording, from and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee whether such amounts have accrued prior to the Effective Date or accrue on or subsequent to the Effective Date. The Assignor and the Assignee shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.

6. From and after the Effective Date, (a) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a Lender thereunder and under the other documents executed in connection therewith and shall be bound by the provisions thereof and (b) the Assignor shall, to the extent provided in this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Credit Agreement.

7. This Assignment and Acceptance shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed as of the date first above written by their respective duly authorized officers on Schedule 1 hereto.

EXHIBIT A-3

SCHEDULE 1

Name of Assignor:

Name of Assignee:

Effective Date of Assignment:

Principal/Commitment Amount Assigned	Commitment Percentage Assigned
\$-----	\$-----
-----	-----
-----	-----
-----	-----
-----	-----

[NAME OF ASSIGNEE]

[NAME OF ASSIGNOR]

By: _____
Title:

By: _____
Title:

Accepted:

THE CHASE MANHATTAN BANK,
as Administrative Agent

By: _____
Title:

Consented to By:

AMERADA HESS CORPORATION

By: _____
Title:

By: _____

EXHIBIT B
TO THIRD AMENDED AND RESTATED
CREDIT AGREEMENT

FORM OF NON-NEGOTIABLE
REVOLVING LOAN NOTE

U.S.\$ _____

New York, New York
_____, 2001

FOR VALUE RECEIVED, the undersigned, AMERADA HESS CORPORATION, a Delaware corporation (the "Borrower"), hereby unconditionally promises to pay to the order of _____ (the "Lender") on the dates and in the manner set forth in Sections 2.08 and 2.16 of the Credit Agreement (as defined below) referred to below at the office of the Administrative Agent set forth in Section 2.16 of the Credit Agreement in immediately available funds, on the Maturity Date (as defined in the Credit Agreement) the principal amount of (a) _____ U.S. DOLLARS (U.S.\$ _____), or (b) the aggregate unpaid principal amount of all Revolving Loans made by the Lender to the Borrower pursuant to subsection 2.03 of such Credit Agreement. The Borrower further agrees to pay interest in like money at such office on the unpaid principal amount hereof from time to time outstanding at the rates and on the dates specified in Section 2.11 of such Credit Agreement.

The holder of this Note is authorized to record on the schedules annexed hereto and made a part hereof or on a continuation thereof which shall be attached hereto and made a part hereof the date, Type and amount of each Revolving Loan made by the Lender pursuant to such Credit Agreement and the date and amount of each payment or prepayment of principal thereof, each continuation thereof, each conversion of all or a portion thereof to another Type and, in the case of Eurodollar Loans, the length of each Interest Period and the applicable Adjusted LIBO Rate with respect thereto. Each such recordation shall constitute prima facie evidence of the accuracy of the information so recorded, provided that the failure to make any such recordation or any error in any such recordation shall not affect the obligations of the Borrower under such Credit Agreement or this Note.

This Note (a) is one of the Notes referred to in the "Facility B" Third Amended and Restated Credit Agreement, dated as of January 23, 2001 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lender, the other banks and financial institutions from time to time parties thereto, Goldman Sachs Credit Partners L.P., as Joint Book Runner, Joint Lead Arranger and sole Syndication Agent, 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 The Chase Manhattan Bank, as Administrative Agent, (b) is subject to the provisions of the Credit Agreement and (c) is subject to optional and mandatory prepayment in whole or in part as provided in the Credit Agreement.

Upon the occurrence of any one or more Events of Default as specified in the Credit Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided in the Credit Agreement.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

AMERADA HESS CORPORATION

By: _____
Title:

EXHIBIT B-2

EXHIBIT C
TO THIRD AMENDED AND RESTATED
CREDIT AGREEMENT

AMERADA HESS CORPORATION
1185 Avenue of the Americas
New York, New York 10036

J. BARCLAY COLLINS, II
Executive Vice President
and General Counsel
(212) 536-8577
FAX: (212) 536-8339

January 23, 2001

Goldman Sachs Credit Partners L.P.,
as Joint Lead Arranger, Joint Book Runner and
Sole Syndication Agent
85 Broad Street
New York, NY 10004

Chase Securities Inc.,
as Joint Lead Arranger and Joint Book Runner
270 Park Avenue
New York, New York 10017

The Chase Manhattan Bank
as Administrative Agent
270 Park Avenue
New York, New York 10017

The Lenders party to the
Credit Agreements referred to below from time to time

Ladies and Gentlemen:

I am the general counsel to Amerada Hess Corporation, a Delaware corporation (the "Company"), and have acted as such in connection with the preparation, execution and delivery of (i) the Third Amended and Restated Credit Agreement, dated as of January 23, 2001 (the "Facility A Credit Agreement"), among the Company, the several banks and other financial

institutions from time to time parties thereto (the "Lenders"), Goldman Sachs Credit Partners L.P., as joint book runner, joint lead arranger and sole syndication agent (in such capacity, the "Syndication Agent"), 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 The Chase Manhattan Bank, as administrative agent (in such capacity, the "Administrative Agent) and (ii) the Third Amended and Restated Credit Agreement, dated as of January 23, 2001 (the "Facility B Credit Agreement" and together with the Facility A Credit Agreement, the "Credit Agreements"), among the Company, the several banks and other financial institutions from time to time parties thereto (the "Lenders"), Goldman Sachs Credit Partners L.P., as joint book runner, joint lead arranger and sole syndication agent (in such capacity, the "Syndication Agent"), 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 The Chase Manhattan Bank, as administrative agent (in such capacity, the "Administrative Agent).

The opinions expressed below are furnished to you pursuant to Section 4.01 of the Credit Agreements. Unless otherwise defined herein, terms defined in the Credit Agreements and used herein shall have the meanings given to them in the Credit Agreements.

In arriving at the opinions expressed below, I have examined the following documents:

(a) the Credit Agreements and the Notes signed by the Company (the Credit Agreements and such Notes being hereinafter referred to collectively as the "Transaction Documents"); and

(b) such corporate documents and records of the Company and such other instruments and certificates of public officials, officers and representatives of the Company and other Persons as I have deemed necessary or appropriate for the purpose of the opinion.

In arriving at the opinions expressed below, I have made such investigations of law as I have deemed appropriate as a basis for such opinions.

In rendering the opinions expressed below, I have (a) relied as to certain matters of fact on certificates of the officers of the Company, (b) assumed, with your permission, without independent investigation or inquiry, (i) the authenticity of all documents submitted as originals, (ii) the genuineness of all signatures on all documents that I have examined (other than those of the Company and officers of the Company) and (iii) the conformity to authentic originals of documents submitted as certified, conformed or photostatic copies.

When the opinions expressed below are stated "to the best of my knowledge," I have made reasonable and diligent investigation of the subject matters of such opinions and have

no reason to believe that there exist any facts or other information that would render such opinions incomplete or incorrect.

Based upon and subject to the foregoing, I am of the opinion that:

1. The Company is duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation.

2. The Company has the corporate power and authority to own, lease and operate its properties and to conduct the business in which it is currently engaged and is duly qualified to transact business as a foreign corporation or other legal entity and is in good standing or appropriately qualified in each jurisdiction where its ownership, leasing, or operation of property or the conduct of its business requires such qualification, except to the extent that the failure to have such power and authority and the failure to be so qualified and in good standing does not, in the aggregate, constitute a Material Adverse Effect.

3. The Company has the corporate power and authority to make, deliver and perform its obligations under each Transaction Document and to borrow under the Credit Agreements. The Company has taken all necessary corporate action to authorize the borrowings on the terms and conditions of the Credit Agreements and the other Transaction Documents, and to authorize the execution, delivery and performance of the Credit Agreements and each other Transaction Document. No consent or authorization of, notice to, filing with or other act by or in respect of, any Governmental Authority or any other Person is required in connection with (i) the borrowings by the Company under the Credit Agreements or (ii) the execution, delivery and performance by the Company, or the validity or enforceability against the Company, of each Transaction Document.

4. Each Transaction Document has been duly executed and delivered on behalf of the Company. Each Transaction Document constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms.

5. The execution and delivery of each Transaction Document by the Company, the performance by the Company of its obligations thereunder, the consummation of the transactions contemplated thereby, the compliance by the Company with any of the provisions thereof, the borrowings by the Company under the Credit Agreements and the use of proceeds thereof, all as provided therein, (a) will not violate (i) any requirement of law or any regulation or order of any Governmental Authority applicable to the Company or (ii) any Contractual Obligation of the Company or any of its Subsidiaries and (b) will not result in, or require, the creation or imposition of any Lien on any of its or their respective assets or properties pursuant to any such requirement of law (or regulation or order) or Contractual Obligation.

6. No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the best of my knowledge, threatened by or against the Company or any of its Subsidiaries or against any of its or their respective properties or revenues (a)

with respect to the Credit Agreements or any of the other Transaction Documents or (b) which would constitute a Material Adverse Effect.

7. To the best of my knowledge, neither the Company nor any of its Subsidiaries is in default under or with respect to any Contractual Obligations in any respect which would constitute a Material Adverse Effect.

8. The Company is not an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended. The Company is not subject to regulation under any Federal or state statute or regulation which limits its ability to incur Indebtedness.

The opinions set forth in the second sentence of paragraph 4 above are subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law), including, without limitation, concepts of materiality and reasonableness and an implied covenant of good faith and fair dealing.

I am a member of the bar of the State of New York and the opinions expressed herein are based upon and are limited to the laws of such state, the General Corporation Law of the State of Delaware and the Federal laws of the United States of America.

This opinion has been rendered solely for your benefit and for the benefit of your permitted assignees pursuant to Section 9.04 of the Credit Agreements in connection with the Credit Agreements and the other Transaction Documents and the transactions contemplated thereby and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose without my prior written consent; provided, however, that this opinion may be delivered to your regulators, accountants, attorneys and other professional advisers and may be used in connection with any legal or regulatory proceeding relating to the subject matter of this opinion.

Very truly yours,

s/s J. Barclay Collins

J. Barclay Collins

EXHIBIT C-4

[GRAPHIC OMITTED]

2000 ANNUAL REPORT - HESS EXPRESS RETAIL FACILITY IN FLORIDA

[GRAPHIC OMITTED]

CONGER FIELD - GULF OF MEXICO

[GRAPHIC OMITTED]

BITTERN FIELD - NORTH SEA

[GRAPHIC OMITTED]

PRODUCTION FACILITY - ALGERIA

[GRAPHIC OMITTED]

CONSTRUCTION OF DELAYED COKING UNIT - ST. CROIX

[GRAPHIC OMITTED]

HESS EXPRESS - KISSIMMEE, FLORIDA

UNITED STATES

Amerada Hess, as operator, brought the Conger Field on Garden Banks Block 215, in which it has a 37.50% interest, onstream in December 2000. This Gulf of Mexico field is produced through a multi-well, sub-sea system with topside support and processing facilities. Innovative technology was required for the sub-sea system; it is the industry's first use, on a field-wide scale, of 15,000 PSI horizontal sub-sea tree technology. When development is completed in the second quarter of 2001, net production for the Corporation is expected to peak at about 7,500 barrels of oil per day and 33,000 Mcf of natural gas per day. The Conger sub-sea system is tied back to the Enchilada Complex in which Amerada Hess has an interest.

First production from the Amerada Hess operated Northwestern Field (AHC 50%), on Garden Banks Blocks 200 and 201, commenced in November 2000. The two-well, sub-sea system is tied back 16.5 miles to facilities at East Cameron Block 373. Production for Amerada Hess is expected to peak at 35,000 Mcf of natural gas and 800 barrels of condensate per day in 2001.

Amerada Hess drilled a successful development well in the Penn State Field (AHC 50%) that will be completed in the second quarter of 2001, tied into existing sub-sea facilities and processed at the Baldpate platform. Net production from this well is expected to be 2,000 barrels of oil per day and 4,800 Mcf of natural gas per day. Amerada Hess operates the Baldpate and Penn State Fields, which are located on Garden Banks Blocks 259/260 and 216, respectively.

The Tulane Field (AHC 100%), on Garden Banks Block 158, is being developed as a single-well, sub-sea satellite tieback. Detailed engineering is underway and initial production is expected late this year. Production is expected to reach 35,000 Mcf of natural gas per day in 2002.

During 2000, Amerada Hess acquired interests in 22 blocks in Gulf of Mexico lease sales at a cost of \$19.6 million. Of these blocks, 13 are operated by Amerada Hess and 13 are located in water depths exceeding 5,000 feet. Amerada Hess acquired 11 additional leases in the Gulf of Mexico in 2000 for \$2.8 million.

Onshore, Amerada Hess continued its drilling program in North Dakota, using horizontal drilling technology to optimize development of the Madison reservoir. The Corporation drilled 20 new wells in 2000 resulting in net incremental production of about 4,000 barrels of oil per day and 10,000 Mcf of natural gas per day. Amerada Hess has an average interest of 86% in these wells. Additional drilling is planned in this area for 2001.

Two new fields were brought onstream in the United Kingdom in 2000. The Bittern Field, in which Amerada Hess Limited, the Corporation's British subsidiary, has a 28.28% interest, is being produced through the Triton floating production, storage and offloading vessel which Amerada Hess Limited operates. Production for Amerada Hess Limited from the Bittern Field is expected to average about 16,000 barrels of crude oil and natural gas liquids per day and 15,000 Mcf of natural gas per day during 2001.

The Cook Field (AHL 28.46%) came onstream in April 2000 and also produces through a floating production, storage and offloading vessel. Amerada Hess Limited's share of production is expected to peak at 5,100 barrels of oil per day in the second half of 2001.

Amerada Hess Limited acquired an additional 34.46% interest in the Ivanhoe, Rob Roy and Hamish Fields in 2000 bringing its interest in those fields to more than 76%. The acquisition, plus additional successful drilling, resulted in net production from these mature fields increasing to 7,000 barrels of crude oil and natural gas liquids per day in 2000 compared with 4,100 barrels per day in 1999.

Two new developments have begun in the United Kingdom North Sea. Approval for development of the Halley Field (AHL 40%) was received early in 2001. Production is expected to begin in 2001 and to reach 7,000 barrels of oil per day and 12,000 Mcf of natural gas per day for Amerada Hess Limited late in 2001. Development of the Skene Field (AHL 9.07%) is underway and is expected to produce first gas by the end of 2001. Production for Amerada Hess Limited will peak at 30,000 Mcf of natural gas per day in 2002.

Further natural gas discoveries were made in 2000. On Block 47/4a, the Minerva discovery (AHL 35%) tested at rates exceeding 40,000 Mcf of natural gas per day. Minerva will be developed as part of the second phase of the Easington Catchment Area project and should come onstream by the end of 2002.

A successful horizontal well discovered North Davy (AHL 28%) and tested at 100,000 Mcf of natural gas per day. Initial gas production is expected by the end of 2001, with Amerada Hess Limited's share expected to peak at 12,000 Mcf of natural gas per day in 2002.

Studies continue for the development of the Goldeneye and Western Hub natural gas discoveries (AHL 13.75%) in the Outer Moray Firth. Early in 2001, a successful appraisal well was drilled on the South Atlantic prospect (AHL 20%) which will be included in the development study.

Other activities in the United Kingdom included taking the first steps for the possible development of the Clair Field, in which Amerada Hess Limited has a 9.29% interest, and the acquisition by Amerada Hess Limited of a 17.50% interest in Block 204/14, which contains the Suilven oil discovery northwest of the Schiehallion Field (AHL 15.67%).

NORWAY

Amerada Hess Norge A/S, the Corporation's Norwegian subsidiary, and its partners have obtained approval for the enhanced-recovery, waterflood project for the Valhall Field in which Amerada Hess Norge has a 28.09% interest. Initial water injection is expected to begin in 2003. The water injection project will extend the life of the Valhall Field and is expected to increase Amerada Hess Norge's share of production from 23,400 barrels of oil per day in 2000 to in excess of 30,000 barrels per day in 2003. The Valhall Field licenses have been extended to 2028 from 2011.

Early in 2001, oil was discovered on License 202 in the Barents Sea, offshore northern Norway. The discovery will require further appraisal. Amerada Hess Norge has a 25% interest in the discovery.

Production in Norway averaged 31,000 barrels of oil equivalent per day in 2000, essentially the same level of production as in 1999.

DENMARK

The South Arne Field, operated by the Corporation's Danish subsidiary, Amerada Hess ApS, completed its first full-year of production in 2000. Production for Amerada Hess ApS averaged 25,300 barrels of oil per day and 37,300 Mcf of natural gas per day. Development of the field continued in 2000 with one water injection well and two development wells completed. High-rate water injection began in the fourth quarter of 2000 to enhance recovery. Full-field water injection will begin in mid-2001 to increase production and extend the life of the field.

Amerada Hess ApS is evaluating the possible drilling of an appraisal well on its Southern Tor prospect, a potential extension of the South Arne Field. Amerada Hess ApS has a 57.48% interest in the South Arne Field and in the Southern Tor prospect.

FAROE ISLANDS

Amerada Hess has been awarded operatorship of License 001 in the Faroes First Round of License Awards. This license covers parts of Blocks 6005/20, 6005/25 and 6004/16 in the Faroe Islands, which are northwest of the British Isles. An exploration well, in which Amerada Hess has a 42.76% interest, is planned for the second half of 2001.

BRAZIL

Amerada Hess Limitada, the Corporation's Brazilian subsidiary, has interests in six blocks in Brazil comprising 5.1 million gross acres and 1.9 million net acres in water depths ranging from 200 to 9,900 feet. Amerada Hess Limitada drilled its initial exploration wells in Brazil in 2000 on Blocks BC-8 in the Campos Basin and BS-2 in the Santos Basin, in both of which it has a 32% interest. Both wells encountered hydrocarbons. A second well on Block BS-2 is scheduled to be drilled in the first half of 2001. Amerada Hess Limitada has a 16% interest in Block BCe-2 in the Potiguar Basin. A well is expected to be drilled in the first half of 2001. Extensive 3-D seismic covering Block BM-S-3 (AHL 45%) was acquired during 2000. Interpretation of this data is taking place and an exploration well is planned on this block in 2002.

In the Brazilian Second Licensing Round, Amerada Hess Limitada acquired an 85% interest in the BM-Seal-5 Block and a 40% interest in the BM-Seal-4 Block, both of which are located in the Sergipe-Alagoas Basin. Seismic data is being acquired.

INDONESIA

Early in 2001, agreement was reached for the sale of natural gas from the Jabung Production Sharing Contract (PSC), in which Amerada Hess holds a 30% interest. Gross production from the Jabung PSC is expected to average approximately 60,000 Mcf of natural gas per day beginning in the third quarter of 2003 and reach a maximum rate of approximately 130,000 Mcf of natural gas per day late in the decade. As part of the project, liquefied petroleum gas and condensate are expected to be produced at gross rates of 15,000 barrels per day and 11,000 barrels per day, respectively. Current gross crude oil production is 21,000 barrels per day. Production for Amerada Hess in Indonesia averaged 4,000 barrels of oil per day and 10,000 Mcf of natural gas per day in 2000.

THAILAND

Net production for the Corporation from the Pailin Field in Thailand averaged 23,000 Mcf of natural gas per day and 1,200 barrels of condensate per day in 2000. Phase two of the development of the field has been approved and is expected to be brought onstream in July 2002. Phase two will provide the Corporation with additional production of 25,000 Mcf of natural gas per day.

MALAYSIA

In 2001, Amerada Hess acquired an 85% interest in the Block F PSC off the northern coast of Sarawak, which covers approximately 8,000 square kilometers. The Company is processing existing seismic data and acquiring additional seismic. Early in 2001, exploration drilling began on Blocks SK-306 (AHC 46%) and PM-304 (AHC 41%) to evaluate the commercial potential of previous crude oil and natural gas discoveries on these blocks.

ALGERIA

In 2000, Amerada Hess acquired, for \$55 million, the Gassi El Agreb redevelopment project in Algeria, which covers the El Gassi, El Agreb and Zotti Fields. The Corporation expects to invest approximately \$500 million over the next five years to enhance recovery from the fields through an operating company named SonaHess, which is a joint venture between Amerada Hess and Sonatrach, the Algerian national oil company. The enhanced recovery project is designed to increase gross production from about 30,000 barrels of oil per day to 50,000 barrels per day late in 2003. Amerada Hess expects to receive net production of about 14,000 barrels of oil per day from these fields in 2001 with peak entitlement production expected to reach about 25,000 barrels of oil per day in 2006.

Amerada Hess also acquired exploration rights on Block 401/c, which is adjacent to the Hassi Berkine region of Algeria, a prolific oil production area.

GABON

The Atora Field came onstream in February 2001. Amerada Hess Production Gabon, a 77.50% owned Gabonese subsidiary of the Corporation, has a 40% interest in the field and expects its share of production from the Atora Field to reach 6,000 barrels of oil per day in 2001 and to peak at 9,000 barrels of oil per day in 2002.

Crude oil production for Amerada Hess in Gabon averaged 7,100 barrels per day in 2000 and is expected to increase to about 9,000 barrels per day in 2001.

AZERBAIJAN

Amerada Hess increased its equity interests in the Azeri, Chirag and Guneshli Fields in Azerbaijan to 2.72% from 1.68% in 2000. Production for Amerada Hess in 2001 is expected to average approximately 5,500 barrels of oil per day. Options for expanding the oil export pipeline system to handle increased volumes of oil production from Azerbaijan are being considered. The Corporation's share of production in Azerbaijan has the potential to rise to in excess of 20,000 barrels of oil per day in 2008, if pipeline capacity is increased.

REFINING

The St. Croix refinery, owned and operated by HOVENSA L.L.C., a joint venture between Amerada Hess and Petroleos de Venezuela, S.A., benefitted from significantly improved refining margins in 2000 and made a major contribution to the Corporation's earnings. HOVENSA supplies refined petroleum products to both joint venture partners, including the bulk of the Corporation's refined products for its East Coast marketing business. HOVENSA continued to supply California with gasoline and distillates that met that state's strict environmental standards in 2000 during periods of shortages or tight supply.

During the year, HOVENSA began construction of the 58,000 barrel per day delayed coking unit. Upon completion, the refinery will begin processing 115,000 barrels per day of heavy Venezuelan Merey crude oil. The coker will enable the refinery to process crude oil that is heavier and less costly relative to other crude oils processed at the refinery, thus improving profitability. The refinery will continue to process at least 155,000 barrels per day of lighter Venezuelan Mesa crude oil. The delayed coking unit is scheduled to come onstream in the second quarter of 2002.

Early in 2001, HOVENSA brought the 140,000 barrel per day fluid catalytic cracking unit down for scheduled maintenance. This gasoline manufacturing unit was out of operation for approximately six weeks. Immediately after the fluid catalytic cracking unit was brought back onstream, HOVENSA shut down one of the large crude units at the refinery, both for scheduled maintenance and to upgrade it for integration with the delayed coking unit.

Total refinery runs at HOVENSA averaged 422,000 barrels per day in 2000, approximately the same level as in 1999. The fluid catalytic cracking unit continued to operate at a peak rate of 140,000 barrels per day during most of the year.

The Corporation's Port Reading fluid catalytic cracking unit ran smoothly throughout 2000, generally at a rate of about 60,000 barrels per day. The fluid catalytic cracking unit processes vacuum gas oil and residual fuel oil to manufacture high-quality gasoline for HESS customers in the Northeast.

MARKETING

In November 2000, Convenience Store Decisions, a leading industry publication, named HESS EXPRESS "2000 Convenience Store Chain of the Year." The annual award, in its eleventh year, recognizes excellence in convenience store chains in such areas as customer service, marketing innovation and market share growth.

In 2000, Amerada Hess acquired 178 Merit retail gasoline stations which are concentrated in the New York City, Boston and Philadelphia metropolitan areas. Nearly all of these locations have been rebranded HESS, greatly strengthening the HESS brand in these areas.

Amerada Hess has agreed to purchase 53 company-operated retail facilities from Gibbs Oil Limited Partnership. The sites, most of which include convenience stores, are located primarily in the Boston metropolitan area and southern New Hampshire. All will be rebranded HESS after closing, expected in late April.

Late in 2000, Amerada Hess announced its intention to form a joint venture with North Carolina retail marketer A.T. Williams Oil Company, which owns and operates 120 WILCO gasoline stations with convenience stores and 21 WILCO Travel Centers, located primarily in North Carolina, South Carolina and Virginia. Under the agreement, gasoline and diesel will be sold under the HESS brand.

Amerada Hess continues to build high-volume HESS EXPRESS convenience retail facilities, upgrade existing gasoline stations and convenience stores, make acquisitions in key geographic areas and increase the number of independent HESS branded retailers. The number of HESS retail facilities increased to 929 at year-end 2000 from 701 at year-end 1999, and is expected to reach 1,150 by year-end 2001. Amerada Hess opened 25 new HESS EXPRESS convenience stores in 2000 and began construction on seven others. Forty-two retail sites were upgraded by adding convenience stores or rebuilding existing facilities.

In energy marketing, a return to colder weather in the fourth quarter of 2000 resulted in an increase in sales and profitability in the Corporation's distillate and fuel oil businesses. In addition, through a series of acquisitions, the Corporation nearly tripled its natural gas sales to industrial and commercial customers in its core East Coast market area. At the end of 2000, natural gas sales to East Coast industrial and commercial customers were averaging in excess of 500,000 Mcf per day. The Corporation is now the leading unregulated natural gas supplier to these markets and is in a position to grow its electricity sales as electricity markets open to competition.

During 2000, Amerada Hess entered the distributed electric generation business through its Hess Microgen subsidiary. Hess Microgen manufactures and installs a reciprocating engine cogeneration unit that generates electricity and thermal energy at commercial and industrial customer locations, providing these customers with a low-cost alternative to purchasing power from higher cost local electric utilities. Approximately 20 of these units have been installed and are in operation.

During 2000, Amerada Hess made a long-term technology development investment in fuel cells through an investment in Nuvera Fuel Cells, Inc. This technology, designed to produce cleaner energy, potentially has widespread applications in the automotive and onsite electricity generation sectors. Nuvera is a joint venture among Amerada Hess, Arthur D. Little, Inc. and DeNora New Energy Investments B.V., an Italian company.

Management's Discussion and Analysis of
 Results of Operations and Financial Condition

CONSOLIDATED RESULTS OF OPERATIONS

Net income amounted to \$1,023 million in 2000, \$438 million in 1999 and a loss of \$459 million in 1998. Operating earnings (income excluding special items) amounted to \$987 million in 2000 compared with \$307 million in 1999 and a loss of \$196 million in 1998.

The after-tax results by major operating activity for 2000, 1999 and 1998 are summarized below:

Millions of dollars	2000	1999	1998
Exploration and production	\$ 868	\$ 324	\$ (18)
Refining, marketing and shipping	288	133	(18)
Corporate	(43)	(31)	(37)
Interest	(126)	(119)	(123)
Operating earnings (loss)	987	307	(196)
Special items	36	131	(263)
Net income (loss)	\$ 1,023	\$ 438	\$ (459)
Net income (loss) per share (diluted)	\$ 11.38	\$4.85	\$ (5.12)

COMPARISON OF RESULTS

Exploration and Production: Operating earnings from exploration and production activities increased by \$544 million in 2000, primarily due to significantly higher worldwide crude oil selling prices, increased United States natural gas selling prices and higher crude oil sales volumes. Operating earnings increased by \$342 million in 1999, largely due to higher crude oil selling prices, increased sales volumes and reduced exploration expenses.

The Corporation's average selling prices, including the effects of hedging, were as follows:

	2000	1999	1998
Crude oil (per barrel)			
United States	\$ 23.97	\$ 16.71	\$ 12.56
Foreign	25.53	18.07	13.18
Natural gas liquids (per barrel)			
United States	22.30	13.59	9.52
Foreign	23.41	14.29	10.42
Natural gas (per Mcf)			
United States	3.74	2.14	2.08
Foreign	2.20	1.79	2.26

The Corporation's net daily worldwide production was as follows:

	2000	1999	1998
Crude oil (thousands of barrels per day)			
United States	55	55	37
Foreign	185	159	153
Total	240	214	190
Natural gas liquids (thousands of barrels per day)			
United States	12	10	8
Foreign	9	8	8
Total	21	18	16
Natural gas (thousands of Mcf per day)			
United States	288	338	294
Foreign	391	305	282
Total	679	643	576

Barrels of oil equivalent
(thousands of barrels per day) 374 339 302

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On a barrel of oil equivalent basis, the Corporation's oil and gas production increased by 10% in 2000 and 12% in 1999. The increase in foreign crude oil production in 2000 was primarily due to a full year of production from the South Arne Field in Denmark. United Kingdom production was also higher, largely due to new production from the Bittern Field and an increased interest in the Ivanhoe and Rob Roy Fields. Increased natural gas production from new and existing fields in the United Kingdom, Denmark and Thailand offset declining natural gas production in the United States. Late in 2000, production commenced from the Conger and Northwestern Fields in the Gulf of Mexico, which will increase United States natural gas production in 2001.

The 1999 increase in crude oil production was primarily attributable to the Baldpate Field in the Gulf of Mexico, which commenced production in late 1998, and new production from the South Arne Field. The 1999 increase in foreign natural gas production reflected increases in the North Sea, Indonesia and Thailand.

Production expenses were higher in 2000, primarily due to increased oil and gas production volumes and, on a per barrel basis, due to changes in the mix of producing fields. Depreciation, depletion and amortization charges were higher in 2000, also reflecting increased production volumes, although the per barrel rate for depreciation and related costs was comparable to the 1999 and 1998 amounts. Exploration expense was higher in 2000, primarily due to increased drilling and seismic purchases in the Gulf of Mexico and increased exploration activity in international areas (outside of the North Sea). Exploration expense in 1999 was lower than in 1998 as a result of a planned reduction in the exploration program. General and administrative expenses related to exploration and production activities were comparable in 2000 and 1999, but somewhat lower than in 1998, due to cost reduction initiatives in the United States and United Kingdom. The total cost per barrel of production, depreciation, exploration and administrative expenses was \$11.70 in 2000, \$11.75 in 1999 and \$13.80 in 1998 (excluding special charges).

The effective income tax rate on exploration and production earnings in 2000 was 41%, compared to an effective rate of 44% in 1999. Generally, this rate will exceed the U.S. statutory rate because of special petroleum taxes, principally in the United Kingdom and Norway. The effective rate in 2000 was lower than in 1999 due to the timing of deductions for certain prior year foreign drilling costs.

Crude oil and natural gas selling prices continue to be volatile, and should prices decline, there would be a negative effect on future earnings. However, the Corporation has hedged a substantial amount of 2001 crude oil production and, to a lesser extent 2002 production, which will mitigate the effect if prices decline in those years.

Refining, Marketing and Shipping: Operating earnings for refining, marketing and shipping activities increased to \$288 million in 2000 compared with income of \$133 million in 1999 and a loss of \$18 million in 1998. 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 operations include a fluid catalytic cracking facility in Port Reading, New Jersey, as well as retail gasoline stations, energy marketing activities, shipping and trading.

HOVENSA: The Corporation's share of HOVENSA's income was \$121 million in 2000 compared with \$7 million in 1999 and \$24 million in 1998, when the refinery was wholly-owned for the first ten months of the year. Refined product margins were significantly improved in 2000, particularly for gasolines and distillates. Throughout most of 1999 refined product margins were weak. The Corporation's share of HOVENSA's refinery runs amounted to 211,000 barrels per day in 2000 and 209,000 in 1999. Income taxes on HOVENSA's results are offset by available loss carryforwards.

Operating earnings from refining, marketing and shipping 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 \$48 million in 2000, \$47 million in 1999 and \$8 million in 1998. Interest is reflected in non-operating income in the income statement.

HOVENSA has been accounted for on the equity method since the formation of the joint venture in November 1998. Prior to that time, refinery results were consolidated. In 1998, the following amounts for HOVENSA were included in the Corporation's income statement (in millions): sales revenue -- \$622, cost of products sold -- \$439, operating expenses -- \$83 and depreciation -- \$70.

Retail, energy marketing and other: Results from retail gasoline operations declined in 2000 compared with 1999 as selling prices generally did not keep pace with rising product costs. Results of energy marketing activities improved in 2000, largely reflecting increased seasonal demand for fuel oils. Earnings from the Corporation's catalytic cracking facility in New Jersey also improved in 2000 reflecting improved refining margins. Total refined product sales volumes increased to 134 million barrels in 2000 from 126 million barrels in 1999.

Marketing expenses increased in 2000 compared with 1999 reflecting expanded retail operations, including the cost of operating acquired gasoline stations and an increased number of convenience stores. Other operating expenses increased in 2000, largely reflecting higher fuel costs for the catalytic cracking facility in New Jersey and the Corporation's shipping operations.

The Corporation has a 50% voting interest in a consolidated partnership which trades energy commodities and derivatives. The Corporation also takes forward positions on energy contracts in addition to its hedging program. The combined results of these trading activities were gains of \$22 million in 2000, \$19 million in 1999 and a loss of \$26 million in 1998. Expenses of the trading partnership are included in marketing expenses in the income statement.

Refining, marketing and shipping results were higher in 1999 than in 1998, primarily due to improved results from the catalytic cracking facility in New Jersey, higher earnings from retail operations and increased trading income.

Future results of the Corporation's refining and marketing operations will continue to be volatile, reflecting competitive industry conditions and supply and demand factors, including the effects of weather.

Corporate: Net corporate expenses amounted to \$43 million in 2000, \$31 million in 1999 and \$37 million in 1998. The increase in 2000 reflects lower earnings of an insurance subsidiary and higher compensation and related costs. In 1999, earnings from the insurance subsidiary included dividends from reinsurers, which exceeded dividends received in 2000.

Interest: After-tax interest expense increased slightly in 2000 compared with 1999. The increase was due to higher interest rates and lower amounts capitalized, partially offset by reduced average borrowings.

Consolidated Operating Revenues: Sales and other operating revenues increased by 70% in 2000 principally reflecting significantly higher worldwide crude oil, natural gas and refined product selling prices. Sales volumes of foreign crude oil and natural gas also increased, as well as sales of refined products and purchased natural gas in the United States.

Sales and other operating revenues increased by approximately 18% in 1999, excluding third party sales of the St. Croix refinery in 1998. The increase in the Corporation's revenues in 1999 was principally due to higher crude oil and refined product selling prices and increased crude oil and natural gas sales volumes.

SPECIAL ITEMS

After-tax special items in 2000, 1999 and 1998 are summarized below:

Millions of dollars	Total	Exploration and Production	Refining, Marketing and Shipping	Corporate
2000				
Gain on termination of acquisition	\$ 60	\$ --	\$ --	\$60
Costs associated with research and devel- opment venture	(24)	--	(24)	--
Total	\$ 36	\$ --	\$ (24)	\$60
1999				
Gain on asset sales	\$ 176	\$ 30	\$ 146	\$--
Income tax benefits	54	54	--	--
Impairment of assets and operating leases	(99)	(65)	(34)	--
Total	\$ 131	\$ 19	\$ 112	\$--
1998				
Gain (loss) on asset sales	\$ (50)	\$ 56	\$ (106)	\$--
Impairment of assets and operating leases	(198)	(154)	(44)	--
Severance	(15)	(15)	--	--
Total	\$ (263)	\$ (113)	\$ (150)	\$--

The 2000 gain on termination of the proposed acquisition of another oil company principally reflects foreign currency gains on pound sterling contracts which were purchased in anticipation of the acquisition. These contracts were sold in the fourth quarter resulting in an after-tax gain of \$53 million. Also included in this special item is income from a fee on termination of the acquisition, partially offset by transaction costs. The charge of \$24 million reflects costs associated with an alternative fuel research and development venture.

The gain on asset sales of \$146 million in 1999 reflects the sale of the Corporation's Gulf Coast and Southeast pipeline terminals and certain retail sites. The Corporation also sold natural gas properties in California, resulting in an after-tax gain of \$30 million. Special income tax benefits of \$54 million represent the United States tax impact of certain prior year foreign exploration activities and the recognition of capital losses.

Asset impairments in 1999 included \$34 million for the Corporation's crude oil storage terminal in St. Lucia as a result of a storage contract that was not renewed. The carrying value of the terminal had been partially impaired in 1998 reflecting the reduced crude oil storage requirements of the HOVENSA joint venture. Net charges of \$38 million were also recorded in 1999 for the write-down in book value of the Corporation's interest in the Trans Alaska Pipeline System.

The Corporation also recorded a 1999 net charge of \$27 million for the additional decline in value of a drilling service fixed-price contract, due to lower market rates. The Corporation had previously impaired drilling service contracts in 1998 by recording a charge of \$77 million. Payments on the drilling service contracts were completed by December 31, 2000 and the remaining reserve of \$14 million was reversed to income.

LIQUIDITY AND CAPITAL RESOURCES

Net cash provided by operating activities, including changes in operating assets and liabilities amounted to \$1,843 million in 2000, \$770 million in 1999 and \$519 million in 1998. The increases in 2000 and 1999 reflect improved earnings and changes in operating assets and liabilities. Excluding balance sheet changes, operating cash flow was \$1,948 million in 2000, \$1,116 million in 1999 and \$521 million in 1998.

In 1999 and 1998, the Corporation generated additional cash of \$395 million and \$468 million, respectively, from the proceeds of asset sales.

The amount of the Corporation's cash and cash equivalents increased to \$312 million at December 31, 2000. Total debt was \$2,050 million at December 31, 2000 compared with \$2,310 million at December 31, 1999. The debt to capitalization ratio decreased to 35% at December 31, 2000 from 43% at year-end 1999. At December 31, 2000, substantially all of the Corporation's outstanding debt was fixed-rate debt. The Corporation had \$2 billion of additional borrowing capacity available under its revolving credit agreements and unused lines of credit under uncommitted arrangements with banks of \$216 million at December 31, 2000.

In January 2001, the Corporation replaced its existing revolving credit facilities with two new committed facilities totalling \$3 billion. These facilities provide \$1.5 billion of short-term borrowing capacity and \$1.5 billion of five-year revolving credit.

The Corporation's Board of Directors approved a \$300 million stock repurchase program in March 2000. Through December 31, 2000, 3,444,000 shares have been repurchased for \$220 million.

The Corporation conducts foreign exploration and production activities in the United Kingdom, Norway, Denmark, Gabon, Indonesia, Thailand, Azerbaijan, Algeria and in other countries. The Corporation also has a refining joint venture with a Venezuelan company. Therefore, the Corporation is subject to the risks associated with foreign operations. These exposures may include political risk, credit risk and currency risk. There have not been any material adverse effects on the Corporation's results of operations or financial condition as a result of its dealings with foreign entities.

CAPITAL EXPENDITURES

The following table summarizes the Corporation's capital expenditures in 2000, 1999 and 1998:

Millions of dollars	2000	1999	1998
Exploration and production			
Exploration	\$167	\$101	\$ 242
Production and development	536	626	915
Acquisitions	80	--	150
	783	727	1,307
Refining, marketing and shipping			
Operations	109	70	132
Acquisitions	46	--	--
	155	70	132
Total	\$938	\$797	\$1,439

During 2000, the Corporation agreed with the Algerian National Oil Company to acquire a 49% interest in three producing Algerian oil fields. The Corporation paid \$55 million in 2000 for the redevelopment project and will invest up to \$500 million over the next five years for new wells, workovers of existing wells and water injection and gas compression facilities. A significant portion of the future expenditures will be funded by the cash flows from these fields. The Corporation also purchased an additional 1.04% interest in three fields in Azerbaijan. The total purchase price was approximately \$70 million, of which \$45 million is payable over the next two years. The Corporation now owns a 2.72% interest in these fields.

During 2000, the Corporation acquired the remaining outstanding stock of the Meadville Corporation for \$168 million in cash, deferred payments and preferred stock. The purchase included 178 Merit retail gasoline stations located in the northeastern United States. During the year, the Corporation also purchased certain energy marketing operations.

The decrease in capital expenditures in 1999 compared with 1998, reflects the completion of several major development projects and the reduced 1999 exploration program. Although not included in capital expenditures above, the Corporation increased its investment in Premier Oil plc, an equity affiliate, by \$59 million in 1999. Acquisitions in 1998 included \$100 million for exploration and production interests in Azerbaijan.

Capital expenditures in 2001 are currently expected to be approximately \$1,050 million, excluding the acquisitions referred to below. It is anticipated that these expenditures will be financed by internally generated funds.

The Corporation has announced several acquisitions which, if completed as anticipated, will involve additional capital expenditures in 2001. These expenditures will be financed primarily with internally generated funds supplemented by borrowings to the extent necessary. The Corporation reached agreement to purchase substantially all of the assets of a privately held exploration and production company for approximately \$750 million, after expected closing adjustments. The properties acquired are located on the Gulf of Mexico shelf and onshore Louisiana. Production currently is averaging approximately 200,000 Mcf of natural gas equivalent per day and is expected to rise to 250,000 Mcf of natural gas equivalent per day in 2003. The Corporation also has agreed to purchase three natural gas properties in the Gulf of Mexico for approximately \$95 million, which will add natural gas production of approximately 30,000 Mcf per day. In addition, the Corporation will invest approximately \$90 million in a 50% owned joint venture which will operate 120 gasoline stations and 21 travel centers. The Corporation will also acquire a chain of 53 retail outlets that will be financed with operating leases.

DERIVATIVE INSTRUMENTS

The Corporation is exposed to market risks related to volatility in the selling prices of crude oil, natural gas and refined products, as well as to changes in interest rates and foreign currency values. Derivative instruments are used to reduce these price and rate fluctuations. The Corporation has guidelines for, and controls over, the use of derivative instruments.

The Corporation uses futures, forwards, options and swaps to reduce the effects of changes in the selling prices of crude oil, natural gas and refined products. These instruments fix the selling prices of a portion of the Corporation's products and the related gains or losses are an integral part of the Corporation's selling prices. In the fourth quarter of 2000, the Corporation hedged an increased percentage of its crude oil production in anticipation of the proposed acquisition of another oil company. As a result, at December 31 the Corporation had open hedge positions equal to 65% of its estimated 2001 worldwide crude oil production and 25% of its 2002 production. The Corporation also has hedges covering 15% of its 2001 United States natural gas production. The Corporation also uses derivatives in its energy marketing activities to fix the purchase prices of energy products sold under fixed-price contracts. As market conditions change, the Corporation will adjust its hedge positions.

The Corporation owns an interest in a partnership that trades energy commodities and energy derivatives. The accounts of the partnership are consolidated with those of the Corporation. The Corporation also takes trading positions for its own account.

The Corporation uses value at risk to estimate the potential effects of changes in fair values of derivatives and other instruments used in hedging activities and derivatives and commodities used in trading activities. This method determines the potential one-day change in fair value with 95% confidence. The analysis is based on historical simulation and other assumptions. The value at risk is summarized below:

Millions of dollars	Hedging Activities	Trading Activities

2000		
At December 31	\$36	\$16
Average for the year	25	15
High during the year	36	18
Low during the year	17	9

1999		
At December 31	\$13	\$ 6
Average for the year	6	7
High during the year	13	10
Low during the year	2	5
=====		

The Corporation may use interest-rate swaps to balance exposure to interest rates. At December 31, 2000, the Corporation has substantially all fixed-rate debt and no interest-rate swaps. At December 31, 1999, the Corporation had \$400 million of notional value, interest-rate swaps that decreased its percentage of floating-rate debt to 24%. The Corporation's outstanding debt of \$2,050 million has a fair value of \$2,149 million at December 31, 2000 (\$2,299 at December 31, 1999). A 10% change in interest rates would change the fair value of debt at December 31, 2000 by \$110 million. The impact of a 10% change in interest rates on debt and related interest rate swaps at December 31, 1999 was \$120 million.

The Corporation uses foreign exchange contracts to reduce its exposure to fluctuating foreign exchange rates, principally the pound sterling. At December 31, 2000, the Corporation has \$438 million of notional value foreign exchange contracts (\$865 million at December 31, 1999). Generally, the Corporation uses these foreign exchange contracts to fix the exchange rate on net monetary liabilities of its North Sea operations. The change in fair value of the foreign exchange contracts from a 10% change in the exchange rate is estimated to be \$40 million at December 31, 2000 (\$90 million at December 31, 1999). During the fourth quarter of 2000, the Corporation purchased significant amounts of sterling foreign exchange contracts in anticipation of the proposed acquisition of another oil company. As discussed earlier, these contracts were sold before the end of the year, resulting in a special, after-tax gain of \$53 million.

ENVIRONMENT AND SAFETY

Improvement in environmental and safety performance continues to be a goal of the Corporation. The Corporation's awareness of its environmental responsibilities and environmental regulations at the federal, state and local levels have led to programs on energy conservation, pollution control and waste minimization and treatment. To ensure that the Corporation meets its goals and the requirements of regulatory authorities, the Corporation also has programs for compliance evaluation, facility auditing and employee training to monitor operational activities. The trend toward environmental performance improvement raises the Corporation's operating costs and requires increased capital investments.

The Port Reading refining facility and the HOVENSA refinery presently produce gasolines that meet or exceed the current United States requirements for conventional and reformulated gasolines, including the requirements for reformulated gasolines that took effect in 2000 which further mandated decreases in emissions of volatile and toxic organic compounds. In addition, the HOVENSA refinery has desulfurization capabilities enabling it to produce low-sulfur diesel fuel. However, regulatory changes already made or anticipated in the United States will alter the composition and emissions characteristics of motor fuels.

The regulation of motor fuels in the United States and elsewhere continues to be an area of considerable change and will require large capital expenditures in future years. In December 1999, the United States Environmental Protection Agency ("EPA") adopted rules that phase in limitations on the sulfur content of gasoline beginning in 2004. In December 2000, EPA adopted regulations to substantially reduce the allowable sulfur content of diesel fuel by 2006. EPA is also considering restrictions or a prohibition on the use of MTBE, a gasoline additive that is produced by Port Reading and HOVENSA and is used primarily to meet United States regulations requiring oxygenation of reformulated gasolines. California and several other states have already adopted a ban on MTBE use beginning in 2003.

The Corporation and HOVENSA are reviewing options to determine the most cost effective compliance strategies for these fuel regulations. The costs to comply will depend on a variety of factors, including the availability of suitable technology and contractors, the outcome of anticipated litigation regarding the diesel sulfur rule and whether the minimum oxygen content requirement for reformulated gasoline remains in place if MTBE is banned. Other fuel regulations are also under consideration which could result in additional capital expenditures. Future capital expenditures necessary to comply with these regulations may be substantial.

Corporate programs and improved equipment and technologies have reduced the number and size of spills requiring remediation. However, the Corporation expects continuing expenditures for environmental assessment and remediation related primarily to existing conditions. Sites where corrective action may be necessary include gasoline stations, terminals, onshore exploration and production facilities, refineries (including solid waste management units under permits issued pursuant to the Resource Conservation and Recovery Act) and, although not significant, "Superfund" sites where the Corporation has been named a potentially responsible party. The Corporation expects that existing reserves for environmental liabilities will adequately cover costs to assess and remediate known sites.

The Corporation expended \$7 million in 2000, \$8 million in 1999 and \$9 million in 1998 for remediation. In addition, capital expenditures for facilities, primarily to comply with federal, state and local environmental standards, were \$5 million in 2000, \$2 million in 1999 and \$4 million in 1998.

The Corporation strives to provide a safe working environment for its employees, contractors, customers and the public. To achieve this goal, the Corporation sets performance objectives and targets for continual improvement. Programs are in place to enhance safety awareness and knowledge of safety policies. Inspections and audits are used to monitor performance.

FORWARD LOOKING INFORMATION

Certain sections of the Financial Review, including references to the Corporation's future results of operations and financial position, capital expenditures, derivative disclosures and environmental sections, represent 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.

DIVIDENDS

Cash dividends on common stock totaled \$.60 per share (\$.15 per quarter) during 2000 and 1999. In March 2001, the Corporation increased its quarterly dividend to \$.30 per share.

STOCK MARKET INFORMATION

The common stock of Amerada Hess Corporation is traded principally on the New York Stock Exchange (ticker symbol: AHC). High and low sales prices in 2000 and 1999 were as follows:

Quarter Ended	2000		1999	
	High	Low	High	Low
March 31	65 3/4	47 13/16	53 1/4	43 3/4
June 30	70 1/8	61 1/16	65 3/8	47 15/16
September 30	74 15/16	57 1/4	66 5/16	56 3/4
December 31	76 1/4	58 1/8	63 1/16	53 1/2

QUARTERLY FINANCIAL DATA

Quarterly results of operations for the years ended December 31, 2000 and 1999 follow:

Millions of dollars, except per share data	Sales and other operating revenues	Operating earnings	Special items	Net income	Net income per share (diluted)
2000					
First	\$ 2,831	\$224	\$ --	\$ 224	\$2.47
Second	2,644	202	--	202	2.24
Third	2,833	257	--	257	2.86
Fourth	3,685	304	36(a)	340	3.83
Total	\$11,993	\$987	\$ 36	\$1,023	
1999					
First	\$ 1,539	\$ 41	\$ 30(b)	\$ 71	\$.79
Second	1,430	37	40(b)	77	.86
Third	1,801	53	106(b)	159	1.75
Fourth	2,269	176	(45)(c)	131	1.45
Total	\$ 7,039	\$307	\$131	\$ 438	

(a) Includes a net gain of \$60 million on termination of acquisition, partially offset by a charge of \$24 million for costs associated with a research and development venture.

(b) Represents after-tax gains on asset sales.

(c) Includes special income tax benefits of \$54 million, offset by impairment of assets and operating leases of \$99 million.

The results of operations for the periods reported herein should not be considered as indicative of future operating results.

STATEMENT OF CONSOLIDATED INCOME

Amerada Hess Corporation and Consolidated Subsidiaries

Millions of dollars, except per share data	For the Years Ended December 31		
	2000	1999	1998
REVENUES			
Sales (excluding excise taxes) and other operating revenues	\$11,993	\$ 7,039	\$ 6,580
Non-operating income			
Gain (loss) on asset sales	--	273	(26)
Equity in income (loss) of HOVENSA L.L.C	121	7	(16)
Other	163	142	83
Total revenues	12,277	7,461	6,621
COSTS AND EXPENSES			
Cost of products sold	7,883	4,240	4,373
Production expenses	557	487	518
Marketing expenses	542	387	379
Exploration expenses, including dry holes and lease impairment	289	261	349
Other operating expenses	234	217	224
General and administrative expenses	224	232	271
Interest expense	162	158	153
Depreciation, depletion and amortization	714	649	662
Impairment of assets and operating leases	--	128	206
Total costs and expenses	10,605	6,759	7,135
Income (loss) before income taxes	1,672	702	(514)
Provision (benefit) for income taxes	649	264	(55)
NET INCOME (LOSS)	\$ 1,023	\$ 438	\$ (459)
NET INCOME (LOSS) PER SHARE			
Basic	\$ 11.48	\$ 4.88	\$ (5.12)
Diluted	11.38	4.85	(5.12)

STATEMENT OF CONSOLIDATED RETAINED EARNINGS

Millions of dollars, except per share data	For the Years Ended December 31		
	2000	1999	1998
BALANCE AT BEGINNING OF YEAR	\$2,287	\$1,904	\$2,463
Net income (loss)	1,023	438	(459)
Dividends declared -- common stock (\$.60 per share in 2000, 1999 and 1998)	(54)	(55)	(55)
Common stock acquired and retired	(187)	--	(45)
BALANCE AT END OF YEAR	\$3,069	\$2,287	\$1,904

See accompanying notes to consolidated financial statements.

CONSOLIDATED BALANCE SHEET

Amerada Hess Corporation and Consolidated Subsidiaries

Millions of dollars; thousands of shares	At December 31	
	2000	1999
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 312	\$ 41
Accounts receivable		
Trade	2,949	1,112
Other	47	63
Inventories	401	373
Other current assets	406	239
Total current assets	4,115	1,828
INVESTMENTS AND ADVANCES		
HOVENSA L.L.C.	831	710
Other	219	282
Total investments and advances	1,050	992
PROPERTY, PLANT AND EQUIPMENT		
Exploration and production	10,499	9,974
Refining, marketing and shipping	1,399	1,091
Total -- at cost	11,898	11,065
Less reserves for depreciation, depletion, amortization and lease impairment	7,575	7,013
Property, plant and equipment -- net	4,323	4,052
NOTE RECEIVABLE	443	539
DEFERRED INCOME TAXES AND OTHER ASSETS	343	317
TOTAL ASSETS	\$10,274	\$ 7,728

	At December 31	
	2000	1999
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable -- trade	\$ 1,875	\$ 772
Accrued liabilities	1,158	625
Taxes payable	440	159
Notes payable	7	18
Current maturities of long-term debt	58	5
Total current liabilities	3,538	1,579
LONG-TERM DEBT	1,985	2,287
DEFERRED LIABILITIES AND CREDITS		
Deferred income taxes	510	442
Other	358	382
Total deferred liabilities and credits	868	824
STOCKHOLDERS' EQUITY		
Preferred stock, par value \$1.00, 20,000 shares authorized 3% cumulative convertible series		
Authorized -- 330 shares		
Issued -- 327 shares in 2000 (\$16 million liquidation preference)	--	--
Common stock, par value \$1.00		
Authorized -- 200,000 shares		
Issued -- 88,744 shares in 2000; 90,676 shares in 1999	89	91
Capital in excess of par value	864	782
Retained earnings	3,069	2,287
Accumulated other comprehensive income	(139)	(122)
Total stockholders' equity	3,883	3,038
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$10,274	\$7,728

The consolidated financial statements reflect the successful efforts method of accounting for oil and gas exploration and producing activities.

See accompanying notes to consolidated financial statements.

STATEMENT OF CONSOLIDATED CASH FLOWS

Amerada Hess Corporation and Consolidated Subsidiaries

Millions of dollars	For the Years Ended December 31		
	2000	1999	1998
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income (loss)	\$ 1,023	\$ 438	\$ (459)
Adjustments to reconcile net income (loss) to net cash provided by operating activities			
Depreciation, depletion and amortization	714	649	662
Impairment of assets and operating leases	--	128	206
Exploratory dry hole costs	133	69	160
Lease impairment	33	36	31
(Gain) loss on asset sales	--	(273)	26
Provision (benefit) for deferred income taxes	164	62	(138)
Undistributed earnings of affiliates	(119)	7	33
	1,948	1,116	521
Changes in other operating assets and liabilities			
(Increase) decrease in accounts receivable	(1,792)	(155)	6
(Increase) decrease in inventories	(23)	80	122
Increase (decrease) in accounts payable, accrued liabilities and deferred revenue	1,617	(175)	186
Increase (decrease) in taxes payable	272	53	(87)
Changes in prepaid expenses and other	(179)	(149)	(229)
Net cash provided by operating activities	1,843	770	519
CASH FLOWS FROM INVESTING ACTIVITIES			
Capital expenditures			
Exploration and production	(783)	(727)	(1,307)
Refining, marketing and shipping	(155)	(70)	(132)
Total capital expenditures	(938)	(797)	(1,439)
Investment in affiliates	(38)	(59)	--
Proceeds from asset sales and other	27	432	503
Net cash used in investing activities	(949)	(424)	(936)
CASH FLOWS FROM FINANCING ACTIVITIES			
Issuance (repayment) of notes	(11)	15	(14)
Long-term borrowings	--	990	848
Repayment of long-term debt	(396)	(1,348)	(317)
Cash dividends paid	(54)	(54)	(55)
Common stock acquired	(220)	--	(59)
Stock options exercised	59	18	--
Net cash provided by (used in) financing activities	(622)	(379)	403
EFFECT OF EXCHANGE RATE CHANGES ON CASH	(1)	--	(3)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	271	(33)	(17)
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	41	74	91
CASH AND CASH EQUIVALENTS AT END OF YEAR	\$ 312	\$ 41	\$ 74

See accompanying notes to consolidated financial statements.

STATEMENT OF CONSOLIDATED CHANGES IN PREFERRED STOCK,
COMMON STOCK AND CAPITAL IN EXCESS OF PAR VALUE

Amerada Hess Corporation and Consolidated Subsidiaries

Millions of dollars; thousands of shares	Preferred Stock		Common stock		Capital in excess of par value
	Number of shares	Amount	Number of shares	Amount	
BALANCE AT JANUARY 1, 1998	--	\$ --	91,451	\$ 91	\$ 775
Cancellations of nonvested common stock awards (net)	--	--	(26)	--	(2)
Common stock acquired and retired	--	--	(1,071)	(1)	(9)
Employee stock options exercised	--	--	3	--	--
BALANCE AT DECEMBER 31, 1998	--	--	90,357	90	764
Cancellations of nonvested common stock awards (net)	--	--	(3)	--	--
Employee stock options exercised	--	--	322	1	18
BALANCE AT DECEMBER 31, 1999	--	--	90,676	91	782
Distributions to trustee of nonvested common stock awards (net)	--	--	461	--	28
Common stock acquired and retired	--	--	(3,475)	(3)	(31)
Employee stock options exercised	--	--	1,082	1	69
Issuance of preferred stock	327	--	--	--	16
BALANCE AT DECEMBER 31, 2000	327	\$ --	88,744	\$ 89	\$ 864

STATEMENT OF CONSOLIDATED COMPREHENSIVE INCOME

Millions of dollars	For the Years Ended December 31		
	2000	1999	1998
COMPONENTS OF COMPREHENSIVE INCOME (LOSS)			
Net income (loss)	\$1,023	\$438	\$(459)
Change in foreign currency translation adjustment	(17)	(7)	(2)
COMPREHENSIVE INCOME (LOSS)	\$1,006	\$431	\$(461)

See accompanying notes to consolidated financial statements.

Amerada Hess Corporation and Consolidated Subsidiaries

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business: Amerada Hess Corporation and subsidiaries (the "Corporation") engage in the exploration for and the production, purchase, transportation and sale of crude oil and natural gas. These activities are conducted primarily in the United States, United Kingdom, Norway, Denmark and Gabon. The Corporation also has oil and gas activities in Algeria, Azerbaijan, Indonesia, Thailand, Brazil and other countries. In addition, the Corporation manufactures, purchases, transports, trades and markets refined petroleum and other energy products. The Corporation owns 50% of HOVENSA L.L.C., a refinery joint venture in the United States Virgin Islands. An additional refining facility, terminals and retail gasoline stations are located on the East Coast of the United States.

In preparing financial statements, management makes estimates and assumptions that affect the reported amounts of assets and liabilities in the balance sheet and revenues and expenses in the income statement. Actual results could differ from those estimates. Among the estimates made by management are: oil and gas reserves, asset valuations and depreciable lives, pension liabilities, environmental obligations, dismantlement costs and income taxes.

Principles of Consolidation: The consolidated financial statements include the accounts of Amerada Hess Corporation and subsidiaries. The Corporation's interests in oil and gas exploration and production ventures are proportionately consolidated.

Investments in affiliated companies, 20% to 50% owned, including HOVENSA, the Corporation's refining joint venture, are stated at cost of acquisition plus the Corporation's equity in undistributed net income since acquisition, except as stated below. The change in the equity in net income of these companies is included in non-operating income in the income statement. The Corporation consolidates a trading partnership in which it owns a 50% voting interest and over which it exercises control.

Intercompany transactions and accounts are eliminated in consolidation.

Revenue Recognition: The Corporation recognizes revenues from the sale of crude oil, natural gas, petroleum products and other merchandise when title passes to the customer.

The Corporation recognizes revenues from the production of natural gas properties in which it has an interest based on sales to customers. Differences between natural gas volumes sold and the Corporation's share of natural gas production are not material.

Cash and Cash Equivalents: Cash equivalents consist of highly liquid investments, which are readily convertible into cash and have maturities of three months or less.

Inventories: Crude oil and refined product inventories are valued at the lower of cost or market, except for inventories held for trading purposes which are marked to market. For inventories valued at cost, the Corporation uses principally the last-in, first-out inventory method.

Inventories of materials and supplies are valued at or below cost.

Exploration and Development Costs: Oil and gas exploration and production activities are accounted for using the successful efforts method. Costs of acquiring undeveloped oil and gas leasehold acreage, including lease bonuses, brokers' fees and other related costs, are capitalized.

Annual lease rentals and exploration expenses, including geological and geophysical expenses and exploratory dry hole costs, are charged against income as incurred.

Costs of drilling and equipping productive wells, including development dry holes, and related production facilities are capitalized.

The Corporation does not carry the capitalized costs of exploratory wells as assets for more than one year, unless oil and gas reserves are found and classified as proved, or additional exploration is underway or planned. If exploratory wells do not meet these conditions, the costs are charged to expense.

Depreciation, Depletion and Amortization: Depreciation, depletion and amortization of oil and gas production equipment, properties and wells are determined on the unit-of-production method based on estimated recoverable oil and gas reserves. Depreciation of all other plant and equipment is determined on the straight-line method based on estimated useful lives.

The estimated costs of dismantlement, restoration and abandonment, less estimated salvage values, of offshore oil and gas production platforms and certain other facilities are taken into account in determining depreciation.

Retirement of Property, Plant and Equipment: Costs of property, plant and equipment retired or otherwise disposed of, less accumulated reserves, are reflected in net income.

Impairment of Long-Lived Assets: The Corporation reviews long-lived assets, including oil and gas properties, for impairment whenever events or changes in circumstances indicate that the carrying amounts may not be recovered. If the carrying amounts are not expected to be recovered by undiscounted future cash flows, the assets are impaired and an impairment loss is recorded. The amount of impairment is based on the estimated fair value of the assets determined by discounting anticipated future net cash flows. The net present value of future cash flows is based on the Corporation's estimates, including future oil and gas prices applied to projected production profiles, discounted at a rate commensurate with the risks involved. Oil and gas prices used for determining asset impairments may differ from those used at year-end in the standardized measure of discounted future net cash flows.

Provisions for impairment of undeveloped oil and gas leases are based on periodic evaluations and other factors.

Maintenance and Repairs: The estimated costs of major maintenance, including turnarounds at the Port Reading refining facility, are accrued. Other expenditures for maintenance and repairs are charged against income as incurred. Renewals and improvements are treated as additions to property, plant and equipment, and items replaced are treated as retirements.

Environmental Expenditures: The Corporation capitalizes environmental expenditures that increase the life or efficiency of property or that reduce or prevent environmental contamination. The Corporation accrues for environmental expenses resulting from existing conditions related to past operations when the future costs are probable and reasonably estimable.

Employee Stock Options and Nonvested Common Stock Awards: 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 records compensation expense for nonvested common stock awards ratably over the vesting period.

Foreign Currency Translation: The U.S. dollar is the functional currency (primary currency in which business is conducted) for most foreign operations. For these operations, adjustments resulting from translating foreign currency assets and liabilities into U.S. dollars are recorded in income. For operations that use the local currency as the functional currency, adjustments resulting from translating foreign functional currency assets and liabilities into U.S. dollars are recorded in a separate component of stockholders' equity entitled "Accumulated other comprehensive income." Gains or losses resulting from transactions in other than the functional currency are reflected in net income.

Hedging: The Corporation uses futures, forwards, options and swaps to hedge the effects of fluctuations in the prices of crude oil, natural gas and refined products and changes in interest rates and foreign currency values. These transactions meet the requirements for hedge accounting, including designation and correlation. The resulting gains or losses, measured by quoted market prices, termination values or other methods, are accounted for as part of the transactions being hedged, except that losses not expected to be recovered upon the completion of hedged transactions are expensed. On the balance sheet, deferred gains and losses are included in current assets and liabilities.

Trading: Energy trading activities are marked to market, with gains and losses recorded in operating revenue.

2. SPECIAL ITEMS

2000: The Corporation recorded a gain of \$97 million (\$60 million after income taxes) from the termination of its proposed acquisition of another oil company. The income principally reflects foreign currency gains on pound sterling contracts which were purchased in anticipation of the acquisition. These contracts were subsequently liquidated at an after-tax gain of \$53 million. The Corporation also recorded income from a termination payment which was received from the other company, partially offset by transaction costs. The combined results of this transaction were recorded as a special item in the Corporate segment. Refining and marketing results include a charge of \$38 million (\$24 million after income taxes) for costs associated with an alternative fuel research and development venture. Both of the special items are reflected in non-operating income in the income statement.

1999: The Corporation recorded a gain of \$274 million (\$176 million after income taxes) from the sale of its Gulf Coast and Southeast pipeline terminals, natural gas properties in California and certain retail sites. Exploration and production results included special income tax benefits of \$54 million, reflecting the timing of deductions for certain prior year foreign drilling costs and capital losses.

Exploration and production earnings also included an impairment of \$59 million (\$38 million after income taxes) for the Corporation's interest in the Trans Alaska Pipeline System. The Corporation has no crude oil production in Alaska and there has been a significant reduction in crude oil volumes shipped through the Corporation's share of the pipeline. Refining and marketing results included an asset impairment of \$34 million (with no income tax benefit) for the Corporation's crude oil storage terminal in St. Lucia, due to the nonrenewal of a major third party storage contract. The terminal had been partially impaired in 1998 as a result of the reduced crude oil storage requirements of the HOVENSA joint venture. The Corporation also accrued \$35 million (\$27 million after income taxes) for a further decline in the value of a drilling service fixed-price contract due to lower market rates. During 2000, \$41 million of drilling contract payments were charged against the reserve and the remaining balance of \$14 million was reversed to income.

Gains on asset sales are included on a separate line in non-operating income in the income statement. The impairment of carrying values of the Alaska pipeline and the crude oil storage terminal and the loss on the drilling service contract are reflected in a separate impairment line in the income statement.

1998: The Corporation recorded a loss of \$106 million in connection with the sale of the 50% interest in the fixed assets of its Virgin Islands refinery. The Corporation also recorded an additional charge of \$44 million for the reduction in carrying value of its crude oil storage terminal in St. Lucia that was used less as a result of the joint venture. No income tax benefit was recorded on either charge. Exploration and production results included a charge of \$90 million (\$77 million after income taxes) for the reduction in market value of drilling service fixed-price contracts. A charge of \$54 million (\$35 million after income taxes) was also recorded for the impairment of capitalized costs related to a North Sea oil discovery that was uneconomic. The Corporation expensed \$29 million for its share of asset impairment of an equity affiliate and \$13 million for the reduction in carrying value of developed and undeveloped properties in the United States and United Kingdom. In addition, the Corporation recorded gains of \$80 million (\$56 million after income taxes) on the sale of oil and gas assets in the United States and Norway. The Corporation also recorded pre-tax charges of \$23 million (\$15 million after income taxes) for severance and related exit costs.

3. ACCOUNTING CHANGES

The Corporation adopted FAS No. 133, Accounting for Derivative Instruments and Hedging Activities, on January 1, 2001. This statement requires that the Corporation recognize all derivatives on the balance sheet at fair value. For derivatives that hedge changes in the fair value of assets, liabilities or firm commitments, the gains or losses are recognized in earnings together with the offsetting losses or gains on the hedged items. For derivatives that hedge cash flows of forecasted transactions, the gains or losses are recognized in other comprehensive income until the hedged items are recognized in income. For derivatives that are not hedges, the change in fair value must be recognized in income. The Corporation estimates that the transition adjustment resulting from applying the new rules will be a cumulative after-tax increase in other comprehensive income of approximately \$100 million. The after-tax effect on net income is not expected to be material. The transition adjustment will be recognized in the first quarter of 2001. The accounting change will also affect assets and liabilities recorded on the Corporation's balance sheet.

On January 1, 1999, the Corporation adopted the last-in, first-out (LIFO) inventory method for valuing its refining and marketing inventories. The change to LIFO decreased net income by \$97 million for the year ended December 31, 1999 (\$1.08 per share basic and diluted).

4. INVENTORIES

Inventories at December 31 are as follows:

Millions of dollars	2000	1999
Crude oil and other charge stocks	\$ 103	\$ 67
Refined and other finished products	502	393
Less: LIFO adjustment	(281)	(149)
	324	311
Materials and supplies	77	62
Total	\$ 401	\$ 373

5. REFINING JOINT VENTURE

In 1998, the Corporation formed HOVENSA L.L.C., a 50% joint venture with Petroleos de Venezuela, S.A. (PDVSA). HOVENSA owns and operates the Virgin Islands refinery, previously wholly-owned by the Corporation.

The Corporation's investment in the joint venture is accounted for using the equity method. Summarized financial information for HOVENSA as of December 31, 2000, 1999 and 1998 and for the years 2000 and 1999 and two months of 1998 since inception follows:

Millions of dollars	2000	1999	1998
SUMMARIZED BALANCE SHEET INFORMATION			
At December 31			
Current assets	\$ 523	\$ 433	\$ 352
Net fixed assets	1,595	1,328	1,344
Other assets	37	27	28
Current liabilities	(425)	(282)	(134)
Long-term debt	(131)	(150)	(250)
Deferred liabilities and credits	(22)	(26)	(28)
Partners' equity	\$ 1,577	\$ 1,330	\$ 1,312

SUMMARIZED INCOME STATEMENT INFORMATION

For the periods ended December 31

Total revenues	\$ 5,243	\$ 3,082	\$ 345
Costs and expenses	(4,996)	(3,064)	(376) (b)
Net income (loss) (a)	\$ 247	\$ 18	\$ (31)

(a) The Corporation's share of HOVENSA's income was \$121 million in 2000 and \$7 million in 1999 and its share of the 1998 loss was \$16 million.

(b) 1998 results include an inventory writedown of \$32 million, which reduced costs of products sold in 1999.

The Corporation purchased refined products from HOVENSA at a cost of approximately \$2,080 million during 2000, \$1,196 million during 1999 and \$151 million during the two months ended December 31, 1998. The Corporation sold crude oil to HOVENSA at a cost of approximately \$98 million during 2000, \$81 million during 1999 and \$7 million during the two months ended December 31, 1998.

As part of the formation of the joint venture, PDVSA, V.I., a wholly-owned subsidiary of PDVSA, purchased a 50% interest in the fixed assets of the Corporation's Virgin Islands refinery for \$63 million in cash and a 10-year note from PDVSA V.I. for \$563 million bearing interest at 8.46% per annum and requiring principal payments over its term. At December 31, 2000 and December 31, 1999, the principal balance of the note was \$491 million and \$539 million, respectively. In addition, there is a \$125 million, 10-year, contingent note, also bearing interest at 8.46% per annum. The contingent note was not valued for accounting purposes. PDVSA V.I.'s payment obligations under both notes are guaranteed by PDVSA and secured by a pledge of PDVSA V.I.'s interest in the joint venture.

In February 2000, HOVENSA reached agreement on a \$600 million bank financing for the construction of a 58 thousand barrel per day delayed coking unit and related facilities at its refinery and for general working capital requirements. In connection with the financing, the Corporation and PDVSA V.I. agreed to amend the note received by the Corporation at the formation of the joint venture. PDVSA V.I. deferred principal payments on the note and the interest rate was increased to 9.46%. However, in October 2000, PDVSA V.I. exercised its option to repay principal in accordance with the original amortization schedule and the interest rate was reduced to the original rate of 8.46%. Principal payments are due ratably until maturity on February 14, 2009.

6. SHORT-TERM NOTES AND RELATED LINES OF CREDIT

Short-term notes payable to banks amounted to \$7 million at December 31, 2000 and \$18 million at December 31, 1999. The weighted average interest rates on these borrowings were 6.8% and 6.3% at December 31, 2000 and 1999, respectively. At December 31, 2000, the Corporation has uncommitted arrangements with banks for unused lines of credit aggregating \$216 million.

7. LONG-TERM DEBT

Long-term debt at December 31 consists of the following:

Millions of dollars	2000	1999
7 3/8% and 7 7/8% Debentures, due in 2009 and 2029	\$ 990	\$ 990
6.1% Marine Terminal Revenue Bonds -- Series 1994 -- City of Valdez, Alaska, due 2024	20	20
Pollution Control Revenue Bonds, weighted average rate 6.6%, due through 2022	53	53
Fixed rate notes, payable principally to insurance companies, weighted average rate 8.5%, due through 2014	645	915
Global Revolving Credit Facility with banks	--	120
Project lease financing, weighted average rate 5.1%, due through 2014	178	183
Notes payable on asset purchases, weighted average rate 6.6%, due through 2003	147	--
Capitalized lease obligations, weighted average rate 6.9%, due through 2009	7	8
Other loans, weighted average rate 8.0%, due through 2007	3	3
	2,043	2,292
Less amount included in current maturities	58	5
Total	\$1,985	\$2,287

The aggregate long-term debt maturing during the next five years is as follows (in millions): 2001 -- \$58 (included in current liabilities); 2002 -- \$272; 2003 -- \$28; 2004 -- \$10 and 2005 -- \$25.

The Corporation's long-term debt agreements contain various restrictions and conditions, including working capital requirements and limitations on total borrowings and cash dividends. At December 31, 2000, the Corporation exceeded the required working capital ratio. Under the agreements, the Corporation is permitted to borrow an additional \$3.7 billion for the construction or acquisition of assets. In addition, at December 31, 2000 it has \$1.5 billion of retained earnings free of dividend restrictions.

At December 31, 2000, the Corporation had an undrawn \$2 billion Global Revolving Credit Facility, which was due to expire in 2002. In January 2001, this facility was replaced with two new committed revolving credit facilities (the "Facilities"). The first, provides for \$1.5 billion of short-term revolving credit through January 2002. The second, is for \$1.5 billion of five-year revolving credit which expires in January 2006. Borrowings under the Facilities bear interest at .525% and .50%, respectively, above the London Interbank Offered Rate. Facility fees of .10% and .125% per annum are payable on the amount of the credit lines. The Corporation has the option to extend up to \$500 million of debt outstanding under the short-term revolving credit facility for an additional 364 days.

In 1999, the Corporation issued \$1 billion of public debentures, of which \$300 million bears interest at 7 3/8% and is due in 2009 and the remainder bears interest at 7 7/8% and is due in 2029. The unamortized discount at December 31, 2000 totals \$10 million.

In 2000, 1999 and 1998, the Corporation capitalized interest of \$3 million, \$16 million and \$24 million, respectively, on major development projects. The total amount of interest paid (net of amounts capitalized), principally on short-term and long-term debt, in 2000, 1999 and 1998 was \$173 million, \$145 million and \$154 million, respectively.

8. STOCK BASED COMPENSATION PLANS

The Corporation has outstanding stock options and nonvested common stock under its 1995 Long-Term Incentive Plan (as amended) and its Executive Long-Term Incentive Compensation and Stock Ownership Plan (which expired in 1997). Generally, stock options vest one year from the date of grant and the exercise price equals or exceeds the market price on the date of grant. Nonvested common stock vests three or five years from the date of grant, depending on the terms of the award.

The Corporation's stock option activity in 2000, 1999 and 1998 consisted of the following:

	Options (thousands)	Weighted- average exercise price per share
Outstanding at January 1, 1998	2,248	\$57.43
Granted	873	53.05
Exercised	(3)	49.75
Forfeited	(23)	56.22
Outstanding at December 31, 1998	3,095	56.21
Granted	1,804	55.66
Exercised	(322)	53.22
Forfeited	(70)	58.08
Outstanding at December 31, 1999	4,507	56.18
Granted	870	60.39
Exercised	(1,082)	54.41
Outstanding at December 31, 2000	4,295	\$57.47
Exercisable at December 31, 1998	2,230	\$57.44
Exercisable at December 31, 1999	2,702	56.52
Exercisable at December 31, 2000	3,425	56.73

Exercise prices for employee stock options at December 31, 2000 ranged from \$49.00 to \$65.94 per share. The weighted-average remaining contractual life of employee stock options is 7.9 years.

The Corporation uses the Black-Scholes model to estimate the fair value of employee stock options for pro forma disclosure of the effects on net income and earnings per share. The Corporation used the following weighted-average assumptions in the Black-Scholes model for 2000, 1999 and 1998, respectively: risk-free interest rates of 5.4%, 5.9% and 5.6%; expected stock price volatility of .225, .207 and .218; dividend yield of 1.0%, 1.1% and 1.1%; and an expected life of seven years. The Corporation's net income would have been reduced by approximately \$17 million in 2000, \$6 million in 1999 and \$19 million in 1998 (\$5.19 per share in 2000, \$0.70 per share in 1999 and \$2.21 per share in 1998, diluted) if option expense were recorded using the fair value method.

The weighted-average fair values of options granted for which the exercise price equaled the market price on the date of grant were \$20.04 in 2000, \$18.45 in 1999 and \$17.50 in 1998.

Total compensation expense for nonvested common stock was \$7 million in 2000, \$10 million in 1999 and \$16 million in 1998. Awards of nonvested common stock were as follows:

	Shares of nonvested common stock awarded (thousands)	Weighted- average price on date of grant
Granted in 1998	18	\$ 53.08
Granted in 1999	24	56.07
Granted in 2000	519	59.65

At December 31, 2000, the number of common shares reserved for issuance is as follows (in thousands):

1995 Long-Term Incentive Plan	
Future awards	2,549
Stock options outstanding	4,295
Stock appreciation rights	31
Warrants*	1,061
Total	7,936

*Issued in connection with an insurance company financing, exercisable through June 27, 2001 at \$64.08 per share. In February 2001, the parties agreed that upon exercise, the warrants will be settled in cash with no shares issued.

9. FOREIGN CURRENCY TRANSLATION

Worldwide foreign currency gains amounted to \$45 million, after income taxes, including the \$53 million gain related to the special item on termination of the proposed acquisition. After-tax foreign currency gains in 1999 and 1998 amounted to \$17 million and \$3 million, respectively. Effective January 1, 1999, the Corporation changed the functional currency of its United Kingdom operations from the British pound sterling to the U.S. dollar.

10. PENSION PLANS

The Corporation has defined benefit pension plans for substantially all of its employees. The following table reconciles the benefit obligation and fair value of plan assets and shows the funded status:

Millions of dollars	2000	1999
Reconciliation of pension benefit obligation		
Benefit obligation at January 1	\$ 501	\$ 543
Service cost	18	22
Interest cost	37	34
Actuarial (gain) loss	34	(72)
Acquisition of business	25	--
Benefit payments	(26)	(26)
Pension benefit obligation at December 31	589	501
Reconciliation of fair value of plan assets		
Fair value of plan assets at January 1	534	477
Actual return on plan assets	(13)	63
Employer contributions	14	20
Acquisition of business	34	--
Benefit payments	(26)	(26)
Fair value of plan assets at December 31	543	534
Funded status at December 31		
Funded status	(46)	33
Unrecognized prior service cost	6	8
Unrecognized gain	(5)	(92)
Accrued pension liability	\$ (45)	\$ (51)

Pension expense consisted of the following:

Millions of dollars	2000	1999	1998
Service cost	\$ 18	\$ 22	\$ 19
Interest cost	37	34	33
Expected return on plan assets	(45)	(41)	(36)
Amortization of prior service cost	2	1	1
Amortization of net gain	(1)	--	--
Pension expense	\$ 11	\$ 16	\$ 17

Prior service costs and gains and losses in excess of 10% of the greater of the benefit obligation and the market value of assets are amortized over the average remaining service period of active employees.

The weighted-average actuarial assumptions used by the Corporation's pension plans at December 31 were as follows:

	2000	1999
Discount rate	7.0%	7.3%
Expected long-term rate of return on plan assets	8.7%	8.7%
Rate of compensation increases	4.5%	4.5%

The Corporation also has a nonqualified supplemental pension plan covering certain employees. The supplemental pension plan provides for incremental pension payments from the Corporation's funds so that total pension payments equal amounts that would have been payable from the Corporation's principal pension plan were it not for limitations imposed by income tax regulations. The benefit obligation related to this unfunded plan totaled \$47 million at December 31, 2000 and \$38 million at December 31, 1999. Pension expense for the plan was \$7 million in 2000 and 1999 and \$6 million in 1998. The Corporation has accrued \$35 million for this plan at December 31, 2000 and \$29 million at December 31, 1999. The trust established to fund the supplemental plan held assets valued at \$19 million at December 31, 2000 and \$14 million at December 31, 1999.

11. PROVISION FOR INCOME TAXES

The provision (benefit) for income taxes consisted of:

Millions of dollars	2000	1999	1998
United States Federal			
Current	\$ 92	\$ 6	\$ 9
Deferred	62	82	(68)
State	22	6	2
	176	94	(57)
Foreign			
Current	371	189	71
Deferred	102	(15)	(66)
	473	174	5
Adjustment of deferred tax liability for foreign income tax rate change	--	(4)	(3)
Total	\$ 649	\$ 264*	\$ (55)

*Includes a benefit of \$54 million representing deductions for certain prior year foreign drilling costs and capital losses.

Income (loss) before income taxes consisted of the following:

Millions of dollars	2000	1999	1998
United States	\$ 497	\$397	\$(205)
Foreign*	1,175	305	(309)
Total	\$1,672	\$702	\$(514)

*Foreign income includes the Corporation's Virgin Islands, shipping and other operations located outside of the United States.

Deferred income taxes arise from temporary differences between the tax basis of assets and liabilities and their reported amounts in the financial statements. A summary of the components of deferred tax liabilities and assets at December 31 follows:

Millions of dollars	2000	1999
Deferred tax liabilities		
Fixed assets and investments	\$ 350	\$ 320
Foreign petroleum taxes	202	225
Other	97	56
Total deferred tax liabilities	649	601
Deferred tax assets		
Accrued liabilities	99	98
Net operating and capital loss carryforwards	171	300
Tax credit carryforwards	122	138
Other	28	79
Total deferred tax assets	420	615
Valuation allowance	(111)	(182)
Net deferred tax assets	309	433
Net deferred tax liabilities	\$ 340	\$ 168

The difference between the Corporation's effective income tax rate and the United States statutory rate is reconciled below:

	2000	1999	1998
United States statutory rate	35.0%	35.0%	(35.0)%
Effect of foreign operations,			

including foreign tax credits	3.5	3.0	24.2
State income taxes, net of			
Federal income tax benefit	.8	.6	.2
Prior year adjustments	(.6)	(.8)	(.3)
Other	.1	(.2)	.2

Total	38.8%	37.6%	(10.7)%
=====			

The Corporation has not recorded deferred income taxes applicable to undistributed earnings of foreign subsidiaries that are indefinitely reinvested in foreign operations. Undistributed earnings amounted to approximately \$1.3 billion at December 31, 2000, excluding amounts which, if remitted, generally would not result in any additional U.S. income taxes because of available foreign tax credits. If the earnings of such foreign subsidiaries were not indefinitely reinvested, a deferred tax liability of approximately \$135 million would have been required.

For income tax reporting at December 31, 2000, the Corporation has general business credit carryforwards of \$17 million. In addition, the Corporation has alternative minimum tax credit carryforwards of approximately \$105 million, which can be carried forward indefinitely. At December 31, 2000, a net operating loss carryforward of approximately \$750 million is also available to offset income of the HOVENSA joint venture partners.

Income taxes paid (net of refunds) in 2000, 1999 and 1998 amounted to \$249 million, \$141 million and \$140 million, respectively.

12. NET INCOME PER SHARE

The weighted average number of common shares used in the basic and diluted earnings per share computations are summarized below:

Thousands of shares	2000	1999	1998
Common shares -- basic	89,063	89,692	89,585
Effect of dilutive securities			
Nonvested common stock	358	436	--
Stock options	339	152	--
Convertible preferred stock	118	--	--
Common shares -- diluted	89,878	90,280	89,585

Diluted common shares include shares that would be outstanding assuming the fulfillment of restrictions on nonvested shares, the exercise of stock options and the conversion of preferred stock. In 1998, the above table excludes the antidilutive effect of 666,000 nonvested common shares and 78,000 stock options. The table also excludes the effect of out-of-the-money options on 1,063,000 shares, 1,609,000 shares and 1,626,000 shares in 2000, 1999 and 1998, respectively.

13. LEASED ASSETS

The Corporation and certain of its subsidiaries lease floating production systems, drilling rigs, tankers, gasoline stations, office space and other assets for varying periods. Capital leases are not material. At December 31, 2000, future minimum rental payments applicable to noncancelable operating leases with remaining terms of one year or more (other than oil and gas leases) are as follows:

Millions of dollars	Operating Leases
2001	\$ 153
2002	93
2003	78
2004	69
2005	44
Remaining years	501
Total minimum lease payments	938
Less income from subleases	12
Net minimum lease payments	\$ 926

Rental expense for all operating leases, other than rentals applicable to oil and gas leases, was as follows:

Millions of dollars	2000	1999	1998
Total rental expense	\$199	\$156	\$179
Less income from subleases	86	51	30
Net rental expense	\$113	\$105	\$149

14. FINANCIAL INSTRUMENTS, HEDGING AND TRADING ACTIVITIES

The Corporation uses futures, forwards, options and swaps, individually or in combination, to reduce the effects of fluctuations in crude oil, natural gas and refined product prices and in fixed-price sales contracts. Foreign currency contracts are used to protect the Corporation from fluctuations in exchange rates. In addition, the Corporation may use interest-rate swaps to adjust the interest rates on a portion of its long-term debt.

Commodity Hedging: At December 31, 2000, the Corporation's hedging activities included commodity future, option and swap contracts, maturing mainly in 2001 and 2002 and covering 88 million barrels of crude oil (31 million barrels of crude oil and refined products in 1999). The Corporation also hedged 20 million Mcf of natural gas at December 31, 2000, maturing in 2001.

The Corporation produced 96 million barrels of crude oil and natural gas liquids and 249 million Mcf of natural gas in 2000, and had approximately 16 million barrels of crude oil and refined products in its refining and marketing inventories at December 31, 2000. Since the contracts described above are designated as hedges and correlate to price movements of crude oil, natural gas and refined products, any gains or losses resulting from market changes will be offset by losses or gains on the Corporation's hedged inventory or production. At December 31, 2000, after-tax deferred gains from the Corporation's hedging contracts expiring through 2002 were approximately \$100 million, of which \$131 million were unrealized net gains and \$31 million were realized net losses. There was \$41 million of losses at December 31, 1999, including \$32 million of unrealized losses.

Financial Instruments: The Corporation has \$438 million of notional value foreign currency forward and purchased option contracts maturing generally in 2001 (\$865 million at December 31, 1999) and \$365 million in letters of credit outstanding (\$145 million at December 31, 1999). At December 31, 2000, the Corporation has no interest-rate swaps outstanding (\$400 million at December 31, 1999). Notional amounts do not quantify risk or represent assets or liabilities of the Corporation, but are used in the calculation of cash settlements under the contracts.

Fair Value Disclosure: The carrying amounts of cash and cash equivalents, short-term debt and long-term, variable-rate debt approximate fair value. The Corporation estimates the fair value of its long-term, fixed-rate note receivable and debt generally using discounted cash flow analysis based on current interest rates for instruments with similar maturities. Interest-rate swaps and foreign currency exchange contracts are valued based on current termination values or quoted market prices of comparable contracts. The Corporation's valuation of commodity contracts considers quoted market prices, time value, volatility of the underlying commodities and other factors.

The carrying amounts of the Corporation's financial instruments and commodity contracts, including those used in the Corporation's hedging and trading activities, generally approximate their fair values at December 31, 2000, except as follows:

Millions of dollars, asset (liability)	2000		1999	
	Balance Sheet Amount	Fair Value	Balance Sheet Amount	Fair Value
Long-term, fixed-rate note receivable	\$ 491	\$ 467	\$ 539	\$ 493
Fixed-rate debt	(1,991)	(2,090)	(2,163)	(2,141)
Interest-rate swaps	--	--	--	(11)

Market and Credit Risks: The Corporation's financial instruments expose it to market and credit risks and may at times be concentrated with certain counterparties or groups of counterparties. The credit worthiness of counterparties is subject to continuing review and full performance is anticipated.

Commodity Trading: The Corporation, principally through a consolidated partnership, trades energy commodities, including futures, forwards, options and swaps, based on expectations of future market conditions. The Corporation's results from trading activities, including its share of the earnings of the trading partnership which has been profitable in each year, amounted to net income of \$22 million in 2000, \$19 million in 1999 and a net loss of \$26 million in 1998.

The following table presents the year-end fair values of energy commodities and derivative instruments used in trading activities and the average aggregate fair values during the year:

Millions of dollars, asset (liability)	Fair Value			
	At Dec. 31, 2000	Average for 2000	At Dec. 31, 1999	Average for 1999
Commodities	\$ 6	\$ 17	\$ 69	\$ 85
Futures and forwards				
Assets	223	468	225	143
Liabilities	(379)	(490)	(233)	(148)
Options				
Held	1,086	475	178	67
Written	(1,043)	(617)	(192)	(76)
Swaps				
Assets	1,377	1,081	546	356
Liabilities	(1,372)	(1,077)	(549)	(342)

Notional amounts of commodities and derivatives relating to trading activities follow:

Millions of barrels of oil equivalent	At December 31,	
	2000	1999
Commodities	--	3
Futures and forwards		
Long	69	177
Short	(74)	(168)
Options		
Held	2,115	343
Written	(2,173)	(318)
Swaps*		
Held	878	304
Written	(858)	(329)

* Includes 50 million barrels long and 33 million barrels short related to basis swaps at December 31, 2000 (41 million barrels long and 53 million barrels short in 1999).

15. SEGMENT INFORMATION

The information which follows is required by FAS No. 131, Disclosures about Segments of an Enterprise and Related Information, and includes financial information by geographic area and operating segment. Financial information by major geographic area for each of the three years ended December 31, 2000 follows:

Millions of dollars	United States*	Europe	Other	Consoli- dated
2000				
Operating revenues	\$8,953	\$2,825	\$215	\$11,993
Property, plant and equipment (net)	1,558	2,269	496	4,323
1999				
Operating revenues	\$4,948	\$1,944	\$147	\$ 7,039
Property, plant and equipment (net)	1,289	2,396	367	4,052
1998				
Operating revenues	\$5,046	\$1,474	\$ 60	\$ 6,580
Property, plant and equipment (net)	1,457	2,351	384	4,192

* Includes U.S. Virgin Islands and shipping operations.

The Corporation operates principally in the petroleum industry and its operating segments are (1) exploration and production and (2) refining, marketing and shipping. Exploration and production operations include the exploration for and the production, purchase, transportation and sale of crude oil and natural gas. Refining, marketing and shipping operations include the manufacture, purchase, transportation, trading and marketing of petroleum and other energy products.

15. SEGMENT INFORMATION (CONTINUED)

The following table presents financial data by operating segment for each of the three years ended December 31, 2000:

Millions of dollars	Exploration and Production	Refining, Marketing and Shipping	Corporate	Consolidated*
2000				
Operating revenues				
Total operating revenues	\$ 3,970	\$ 8,813	\$ 2	
Less: Transfers between affiliates	792	--	--	
Operating revenues from unaffiliated customers	\$ 3,178	\$ 8,813	\$ 2	\$ 11,993
Operating earnings (loss)	\$ 868	\$ 288	\$ (169)	\$ 987
Special items	--	(24)	60	36
Net income (loss)	\$ 868	\$ 264	\$ (109)	\$ 1,023
Earnings of equity affiliates	\$ 1	\$ 121	\$ 6	\$ 128
Interest income	7	59	11	77
Interest expense	--	--	162	162
Depreciation, depletion, amortization and lease impairment	667	39	8	714
Provision (benefit) for income taxes	612	50	(13)	649
Investments in equity affiliates	147	894	--	1,041
Identifiable assets	4,688	4,976	610	10,274
Capital employed	2,817	2,747	369	5,933
Capital expenditures	783	154	1	938
=====				
1999				
Operating revenues				
Total operating revenues	\$ 2,947	\$ 4,541	\$ 1	
Less: Transfers between affiliates	450	--	--	
Operating revenues from unaffiliated customers	\$ 2,497	\$ 4,541	\$ 1	\$ 7,039
Operating earnings (loss)	\$ 324	\$ 133	\$ (150)	\$ 307
Special items	19	112	--	131
Net income (loss)	\$ 343	\$ 245	\$ (150)	\$ 438
Earnings of equity affiliates	\$ (9)	\$ 11	\$ 7	\$ 9
Interest income	12	50	1	63
Interest expense	--	--	158	158
Depreciation, depletion, amortization and lease impairment	641	42	2	685
Provision (benefit) for income taxes	184	118	(38)	264
Investments in equity affiliates	148	778	61	987
Identifiable assets	4,396	2,993	339	7,728
Capital employed	3,137	1,974	237	5,348
Capital expenditures	727	68	2	797
=====				
1998				
Operating revenues				
Total operating revenues	\$ 2,176	\$ 4,717	\$ 1	
Less: Transfers between affiliates	314	--	--	
Operating revenues from unaffiliated customers	\$ 1,862	\$ 4,717	\$ 1	\$ 6,580
Operating earnings (loss)	\$ (18)	\$ (18)	\$ (160)	\$ (196)
Special items	(113)	(150)	--	(263)
Net income (loss)	\$ (131)	\$ (168)	\$ (160)	\$ (459)
Earnings of equity affiliates	\$ (22)	\$ (13)	\$ 5	\$ (30)
Interest income	11	11	1	23
Interest expense	--	--	153	153
Depreciation, depletion, amortization and lease impairment	566	125	2	693
Provision (benefit) for income taxes	7	(38)	(24)	(55)
Investments in equity affiliates	96	781	56	933
Identifiable assets	4,286	3,126	471	7,883
Capital employed	3,231	1,969	96	5,296
Capital expenditures	1,307	129	3	1,439
=====				

* After elimination of transactions between affiliates, which are valued at approximate market prices.

Amerada Hess Corporation and Consolidated Subsidiaries

The consolidated financial statements of Amerada Hess Corporation and consolidated subsidiaries were prepared by and are the responsibility of management. These financial statements conform with generally accepted accounting principles and are, in part, based on estimates and judgements of management. Other information included in this Annual Report is consistent with that in the consolidated financial statements.

The Corporation maintains a system of internal controls designed to provide reasonable assurance that assets are safeguarded and that transactions are properly executed and recorded. Judgements are required to balance the relative costs and benefits of this system of internal controls.

The Corporation's consolidated financial statements have been audited by Ernst & Young LLP, independent auditors, who have been selected by the Audit Committee and the Board of Directors and approved by the stockholders. Ernst & Young LLP assesses the Corporation's system of internal controls and performs tests and procedures that they consider necessary to arrive at an opinion on the fairness of the consolidated financial statements.

The Audit Committee of the Board of Directors consists solely of independent directors. The Audit Committee meets periodically with the independent auditors, internal auditors and management to review and discuss the annual audit scope and plans, the adequacy of staffing, the system of internal controls and the results of examinations. At least annually, the Audit Committee meets with the independent auditors and with the internal auditors without management present. The Audit Committee also reviews the Corporation's financial statements with management and the independent auditors. This review includes a discussion of accounting principles, significant judgements inherent in the financial statements, disclosures and such other matters required by generally accepted auditing standards. Ernst & Young LLP and the Corporation's internal auditors have unrestricted access to the Audit Committee.

/s/ John B. Hess

John B. Hess
Chairman of the Board and Chief Executive Officer

/s/ John Y. Schreyer

John Y. Schreyer
Executive Vice President and Chief Financial Officer

The Board of Directors and Stockholders
Amerada Hess Corporation

We have audited the accompanying consolidated balance sheet of Amerada Hess Corporation and consolidated subsidiaries as of December 31, 2000 and 1999 and the related consolidated statements of income, retained earnings, cash flows, changes in preferred stock, common stock and capital in excess of par value and comprehensive income for each of the three years in the period ended December 31, 2000. These financial statements are the responsibility of the Corporation's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Amerada Hess Corporation and consolidated subsidiaries at December 31, 2000 and 1999 and the consolidated results of their operations and their consolidated cash flows for each of the three years in the period ended December 31, 2000, in conformity with accounting principles generally accepted in the United States.

As discussed in Note 3 to the consolidated financial statements, in 1999 the Corporation adopted the last-in, first-out (LIFO) inventory method for valuing its refining and marketing inventories.

/s/ Ernst & Young LLP

New York, NY
February 21, 2001

SUPPLEMENTARY OIL AND GAS DATA

Amerada Hess Corporation and Consolidated Subsidiaries

The supplementary oil and gas data that follows is presented in accordance with Statement of Financial Accounting Standards (FAS) No. 69, Disclosures about Oil and Gas Producing Activities, and includes (1) costs incurred, capitalized costs and results of operations relating to oil and gas producing activities, (2) net proved oil and gas reserves, and (3) a standardized measure of discounted future net cash flows relating to proved oil and gas reserves, including a reconciliation of changes therein.

The Corporation produces crude oil and/or natural gas in the United States, Europe, Gabon, Indonesia, Thailand, Azerbaijan and Algeria. Exploration activities are also conducted, or are planned, in additional countries.

The Corporation also owns a 25% interest in an oil and gas exploration company that it accounts for on the equity method.

COSTS INCURRED IN OIL AND GAS PRODUCING ACTIVITIES

For the Years Ended December 31 (Millions of dollars)	Total	United States	Europe	Africa, Asia and other
2000				
Property acquisitions	\$118	\$ 22	\$ 8	\$ 88
Exploration	252	119	49	84
Development	536	155	321	60
Share of equity investee's costs incurred	49	--	9	40
1999				
Property acquisitions	\$ 24	\$ 7	\$ --	\$ 17
Exploration	232	72	76	84
Development	626	137	451	38
Share of equity investee's costs incurred	38	--	11	27
1998				
Property acquisitions	\$203	\$ 41	\$ 7	\$155
Exploration	319	106	145	68
Development	915	182	650	83
Share of equity investee's costs incurred	70	--	13	57

CAPITALIZED COSTS RELATING TO OIL AND GAS PRODUCING ACTIVITIES

At December 31 (Millions of dollars)	2000	1999
Unproved properties	\$ 321	\$ 369
Proved properties	1,736	1,551
Wells, equipment and related facilities	8,442	8,054
Total costs	10,499	9,974
Less: Reserve for depreciation, depletion, amortization and lease impairment	7,006	6,464
Net capitalized costs	\$ 3,493	\$3,510
Share of equity investee's capitalized costs	\$ 196	\$ 233

The results of operations for oil and gas producing activities shown below exclude sales of purchased natural gas, non-operating income (including gains on sales of oil and gas properties), interest expense and gains and losses resulting from foreign currency exchange transactions. Therefore, these results are on a different basis than the net income from exploration and production operations reported in management's discussion and analysis of results of operations and in Note 15 to the financial statements.

RESULTS OF OPERATIONS FOR OIL AND GAS PRODUCING ACTIVITIES

For the Years Ended December 31 (Millions of dollars)	Total	United States	Europe	Africa, Asia and other
2000				
Sales and other operating revenues				
Unaffiliated customers	\$ 2,153	\$ 146	\$ 1,813	\$ 194
Inter-company	944	792	152	--
Total revenues	3,097	938	1,965	194
Costs and expenses				
Production expenses, including related taxes	557	147	361	49
Exploration expenses, including dry holes and lease impairment	289	141	51	97
Other operating expenses	86	44	20	22
Depreciation, depletion and amortization	667	175	450	42
Total costs and expenses	1,599	507	882	210
Results of operations before income taxes	1,498	431	1,083	(16)
Provision (benefit) for income taxes	613	158	442	13
Results of operations	\$ 885	\$ 273	\$ 641	\$ (29)
Share of equity investee's results of operations	\$ 2	\$ --	\$ (3)	\$ 5
1999				
Sales and other operating revenues				
Unaffiliated customers	\$ 1,548	\$ 192	\$ 1,242	\$ 114
Inter-company	450	450	--	--
Total revenues	1,998	642	1,242	114
Costs and expenses				
Production expenses, including related taxes	487	126	336	25
Exploration expenses, including dry holes and lease impairment	261	96	91	74
Other operating expenses	101	47	34	20
Depreciation, depletion and amortization	604	194	385	25
Impairment of assets and operating leases	94	59	--	35
Total costs and expenses	1,547	522	846	179
Results of operations before income taxes	451	120	396	(65)
Provision (benefit) for income taxes	152	43	160	(51)
Results of operations	\$ 299	\$ 77	\$ 236	\$ (14)
Share of equity investee's results of operations	\$ (6)	\$ --	\$ (11)	\$ 5
1998				
Sales and other operating revenues				
Unaffiliated customers	\$ 1,182	\$ 174	\$ 975	\$ 33
Inter-company	314	254	--	60
Total revenues	1,496	428	975	93
Costs and expenses				
Production expenses, including related taxes	518	129	357	32
Exploration expenses, including dry holes and lease impairment	349	133	135	81
Other operating expenses	151*	67	68	16
Depreciation, depletion and amortization	534	154	351	29
Impairment of assets and operating leases	162	7	104	51
Total costs and expenses	1,714	490	1,015	209
Results of operations before income taxes	(218)	(62)	(40)	(116)
Provision (benefit) for income taxes	(38)	(22)	(22)	6
Results of operations	\$ (180)	\$ (40)	\$ (18)	\$ (122)
Share of equity investee's results of operations	\$ (31)	\$ --	\$ (25)	\$ (6)

* Includes severance and related costs of approximately \$32 million.

The Corporation's net oil and gas reserves have been estimated by DeGolyer and MacNaughton, independent consultants. The reserves in the tabulation below include proved undeveloped crude oil and natural gas reserves that will require substantial future development expenditures. The estimates of the Corporation's proved reserves of crude oil and natural gas (after deducting royalties and operating interests owned by others) follow:

OIL AND GAS RESERVES

	Crude Oil, Condensate and Natural Gas Liquids (Millions of barrels)				Natural Gas (Millions of Mcf)			
	Total	United States	Europe	Africa, Asia and other (a)	Total	States	United Europe	Africa, Asia and other (a)

Net Proved Developed and Undeveloped Reserves								
At January 1, 1998	595	174	395	26	1,935	809	951	175
Revisions of previous estimates	80	6	72	2	147	35	113	(1)
Extensions, discoveries and other additions	55	6	22	27	227	80	54	93
Purchases of minerals in-place	45	--	2	43	3	1	2	--
Sales of minerals in-place	(5)	--	(5)	--	(47)	(38)	(9)	--
Production	(75)	(17)	(52)	(6)	(210)	(107)	(102)	(1)

At December 31, 1998	695	169	434	92	2,055	780	1,009	266
Revisions of previous estimates	21	13	10	(2)	34	(32)	35	31
Extensions, discoveries and other additions	68	5	49	14	94	25	60	9
Purchases of minerals in-place	4	--	--	4	4	4	--	--
Sales of minerals in-place	(5)	--	--	(5)	(48)	(48)	--	--
Production	(85)	(24)	(55)	(6)	(235)	(124)	(106)	(5)

At December 31, 1999	698	163	438	97	1,904	605	998	301
Revisions of previous estimates	45	9	31	5	42	2	33	7
Extensions, discoveries and other additions	27	7	16	4	104	43	47	14
Purchases of minerals in-place	88	1	4	83	10	8	2	--
Sales of minerals in-place	(7)	--	(5)	(2)	(4)	--	(4)	--
Production	(96)	(24)	(65)	(7)	(249)	(106)	(131)	(12)

At December 31, 2000	755	156	419	180	1,807	552 (b)	945	310
=====								
Share of equity investee's reserves (c)								
At December 31, 1999	14	--	9	5	277	--	2	275
At December 31, 2000	11	--	7	4	320	--	4	316
=====								
Net Proved Developed Reserves								
At January 1, 1998	420	123	280	17	1,342	497	796	49
At December 31, 1998	452	132	293	27	1,330	525	753	52
At December 31, 1999	513	136	351	26	1,437	477	841	119
At December 31, 2000	573	140	353	80	1,429	476	842	111
Share of equity investee's reserves (c)								
At December 31, 1999	10	--	8	2	87	--	2	85
At December 31, 2000	9	--	5	4	199	--	2	197
=====								

(a) Includes estimates of reserves under production sharing contracts.

(b) Excludes 449 million Mcf of carbon dioxide gas for sale or use in company operations.

(c) Reserves for 1998 are not available on a comparable basis.

The standardized measure of discounted future net cash flows relating to proved oil and gas reserves required to be disclosed by FAS No. 69 is based on assumptions and judgements. As a result, the future net cash flow estimates are highly subjective and could be materially different if other assumptions were used. Therefore, caution should be exercised in the use of the data presented below.

Future net cash flows are calculated by applying year-end oil and gas selling prices (adjusted for price changes provided by contractual arrangements, including hedges) to estimated future production of proved oil and gas reserves, less estimated future development and production costs and future income tax expenses. Future net cash flows are discounted at the prescribed rate of 10%. No recognition is given in the discounted future net cash flow estimates to depreciation, depletion, amortization and lease impairment, exploration expenses, interest expense, general and administrative expenses and changes in future prices and costs. The selling prices of crude oil and natural gas have increased significantly and are highly volatile. The year-end prices which are required to be used for the discounted future net cash flows may not be representative of future selling prices.

STANDARDIZED MEASURE OF DISCOUNTED FUTURE NET CASH FLOWS
RELATING TO PROVED OIL AND GAS RESERVES

At December 31 (Millions of dollars)	Total	United States	Europe	Africa, Asia and other
2000				
Future revenues	\$25,986	\$9,290	\$12,537	\$4,159
Less:				
Future development and production costs	8,672	1,551	4,808	2,313
Future income tax expenses	6,750	2,565	3,597	588
	15,422	4,116	8,405	2,901
Future net cash flows	10,564	5,174	4,132	1,258
Less: Discount at 10% annual rate	3,669	1,923	1,132	614
Standardized measure of discounted future net cash flows	\$ 6,895	\$3,251	\$ 3,000	\$ 644
Share of equity investee's standardized measure	\$ 305	\$ --	\$ 44	\$ 261
1999				
Future revenues	\$19,858	\$5,133	\$12,810	\$1,915
Less:				
Future development and production costs	6,500	1,396	4,484	620
Future income tax expenses	5,457	1,167	3,753	537
	11,957	2,563	8,237	1,157
Future net cash flows	7,901	2,570	4,573	758
Less: Discount at 10% annual rate	2,814	1,027	1,441	346
Standardized measure of discounted future net cash flows	\$ 5,087	\$1,543	\$ 3,132	\$ 412
Share of equity investee's standardized measure	\$ 237	\$ --	\$ 71	\$ 166
1998				
Future revenues	\$10,826	\$2,866	\$ 6,457	\$1,503
Less:				
Future development and production costs	6,412	1,479	4,183	750
Future income tax expenses	1,411	374	795	242
	7,823	1,853	4,978	992
Future net cash flows	3,003	1,013	1,479	511
Less: Discount at 10% annual rate	980	403	326	251
Standardized measure of discounted future net cash flows	\$ 2,023	\$ 610	\$ 1,153	\$ 260

CHANGES IN STANDARDIZED MEASURE OF DISCOUNTED FUTURE NET
CASH FLOWS RELATING TO PROVED OIL AND GAS RESERVES

For the years ended December 31 (Millions of dollars)	2000	1999	1998
Standardized measure of discounted future net cash flows at beginning of year	\$ 5,087	\$ 2,023	\$ 2,417
Changes during the year			
Sales and transfers of oil and gas produced during year, net of production costs	(2,540)	(1,511)	(978)
Development costs incurred during year	536	626	915
Net changes in prices and production costs applicable to future production	3,349	5,002	(2,215)
Net change in estimated future development costs	(931)	28	(273)
Extensions and discoveries (including improved recovery) of oil and gas reserves, less related costs	551	678	220
Revisions of previous oil and gas reserve estimates	396	244	233
Purchases (sales) of minerals in-place, net	230	(112)	126
Accretion of discount	832	288	435
Net change in income taxes	(840)	(2,289)	1,036
Revision in rate or timing of future production and other changes	225	110	107
Total	1,808	3,064	(394)
Standardized measure of discounted future net cash flows at end of year	\$ 6,895	\$ 5,087	\$ 2,023

TEN-YEAR SUMMARY OF FINANCIAL DATA

Amerada Hess Corporation and Consolidated Subsidiaries

Millions of dollars, except per share data	2000	1999 (b)	1998
STATEMENT OF CONSOLIDATED INCOME			
Revenues			
Sales (excluding excise taxes) and other operating revenues			
Crude oil (including sales of purchased oil)	\$ 2,177	\$ 1,407	\$ 894
Natural gas (including sales of purchased gas)	3,470	1,856	1,711
Petroleum products	5,394	3,003	3,464
Other operating revenues	952	773	511
Total	11,993	7,039	6,580
Non-operating income			
Gain (loss) on asset sales	--	273	(26)
Equity in income (loss) of HOVENSA L.L.C	121	7	(16)
Other	163	142	83
Total revenues	12,277	7,461	6,621
Costs and expenses			
Cost of products sold	7,883	4,240	4,373
Production expenses	557	487	518
Marketing expenses	542	387	379
Exploration expenses, including dry holes and lease impairment	289	261	349
Other operating expenses	234	217	224
General and administrative expenses	224	232	271
Interest expense	162	158	153
Depreciation, depletion and amortization	714	649	662
Impairment of assets and operating leases	--	128	206
Total costs and expenses	10,605	6,759	7,135
Income (loss) before income taxes	1,672	702	(514)
Provision (benefit) for income taxes	649	264	(55)
Net income (loss)	\$ 1,023 (a)	\$ 438 (c)	\$ (459) (d)
Net income (loss) per share			
Basic	\$ 11.48	\$ 4.88	\$ (5.12)
Diluted	11.38	4.85	(5.12)
DIVIDENDS PER SHARE OF COMMON STOCK	\$.60	\$.60	\$.60
WEIGHTED AVERAGE DILUTED SHARES OUTSTANDING (THOUSANDS)	89,878	90,280	89,585

(a) Includes an after-tax gain of \$60 million on termination of acquisition, partially offset by a \$24 million charge for costs associated with a research and development venture.

(b) On January 1, 1999, the Corporation adopted the last-in, first-out (LIFO) inventory method for refining and marketing inventories.

(c) Includes after-tax gains on asset sales of \$176 million and special tax benefits of \$54 million, partially offset by impairment of assets and operating leases of \$99 million (after income taxes).

(d) Reflects after-tax special charges aggregating \$263 million representing impairments of assets and operating leases, a net loss on asset sales and accrued severance.

(e) After income taxes, the net gain was \$421 million.

(f) After income taxes, the net charge was \$416 million.

See accompanying notes to consolidated financial statements.

1997	1996	1995	1994	1993	1992	1991
\$ 1,436	\$ 1,528	\$ 1,565	\$ 1,228	\$ 1,220	\$ 1,362	\$ 1,449
1,414	1,365	1,120	1,063	1,021	788	574
4,961	5,081	4,311	3,981	3,349	3,429	3,898
413	296	303	328	290	279	346
8,224	8,270	7,299	6,600	5,880	5,858	6,267
16	529 (e)	96	42	--	--	--
--	--	--	--	--	--	--
120	125	125	49	17	100	151
8,360	8,924	7,520	6,691	5,897	5,958	6,418
5,578	5,386	4,501	3,795	3,509	3,214	3,686
557	621	611	601	626	684	619
329	264	259	261	247	229	263
422	384	382	331	351	324	397
232	129	186	124	242	234	177
236	238	263	230	229	238	223
136	166	247	245	157	147	178
663	722	840	868	759	765	759
80	--	584 (f)	--	--	--	--
8,233	7,910	7,873	6,455	6,120	5,835	6,302
127	1,014	(353)	236	(223)	123	116
119	354	41	162	45	115	32
\$ 8	\$ 660	\$ (394)	\$ 74	\$ (268)	\$ 8	\$ 84
\$.08	\$ 7.13	\$ (4.26)	\$.80	\$ (2.91)	\$.09	\$ 1.05
.08	7.09	(4.26)	.79	(2.91)	.09	1.04
\$.60	\$.60	\$.60	\$.60	\$.60	\$.60	\$.60
91,733	93,110	92,509	92,968	92,213	87,286	81,087

TEN-YEAR SUMMARY OF FINANCIAL DATA

Amerada Hess Corporation and Consolidated Subsidiaries

Millions of dollars, except per share data	2000	1999	1998
SELECTED BALANCE SHEET DATA AT YEAR-END			
Cash and cash equivalents	\$ 312	\$ 41	\$ 74
Working capital	577	249	90
Property, plant and equipment			
Exploration and production	\$ 10,499	\$ 9,974	\$ 9,718
Refining, marketing and shipping	1,399	1,091	1,309
Total -- at cost	11,898	11,065	11,027
Less reserves	7,575	7,013	6,835
Property, plant and equipment -- net	\$ 4,323	\$ 4,052	\$ 4,192
Total assets	\$ 10,274	\$ 7,728	\$ 7,883
Total debt	2,050	2,310	2,652
Stockholders' equity	3,883	3,038	2,643
Stockholders' equity per common share	\$ 43.58	\$ 33.51	\$ 29.26
SUMMARIZED STATEMENT OF CASH FLOWS			
Net cash provided by operating activities	\$ 1,843	\$ 770	\$ 519
Cash flows from investing activities			
Capital expenditures			
Exploration and production	(783)	(727)	(1,307)
Refining, marketing and other	(155)	(70)	(132)
Total capital expenditures	(938)	(797)	(1,439)
Proceeds from sales of property, plant and equipment and other	(11)	373	503
Net cash provided by (used in) investing activities	(949)	(424)	(936)
Cash flows from financing activities			
Issuance (repayment) of notes	(11)	15	(14)
Long-term borrowings	--	990	848
Repayment of long-term debt	(396)	(1,348)	(317)
Issuance of common stock	--	--	--
Cash dividends paid	(54)	(54)	(55)
Common stock acquired	(220)	--	(59)
Stock options exercised	59	18	--
Net cash provided by (used in) financing activities	(622)	(379)	403
Effect of exchange rate changes on cash	(1)	--	(3)
Net increase (decrease) in cash and cash equivalents	\$ 271	\$ (33)	\$ (17)
STOCKHOLDER DATA AT YEAR-END			
Number of common shares outstanding (thousands)	88,744	90,676	90,357
Number of stockholders (based on number of holders of record)	7,709	7,416	8,959
Market price of common stock	\$ 73.06	\$ 56.75	\$ 49.75

1997	1996	1995	1994	1993	1992	1991
\$ 91 464	\$ 113 690	\$ 56 358	\$ 53 520	\$ 80 245	\$ 141 551	\$ 120 625
\$ 8,780 3,842	\$ 8,233 3,669	\$ 9,392 3,672	\$ 9,791 4,514	\$ 9,361 4,426	\$ 9,204 3,887	\$ 9,307 3,223
12,622 7,431	11,902 6,995	13,064 7,694	14,305 7,939	13,787 7,052	13,091 6,647	12,530 6,339
\$ 5,191	\$ 4,907	\$ 5,370	\$ 6,366	\$ 6,735	\$ 6,444	\$ 6,191
\$ 7,935 2,127 3,216 \$ 35.16	\$ 7,784 1,939 3,384 \$ 36.35	\$ 7,756 2,718 2,660 \$ 28.60	\$ 8,338 3,340 3,100 \$ 33.33	\$ 8,642 3,688 3,029 \$ 32.71	\$ 8,722 3,186 3,388 \$ 36.59	\$ 8,841 3,266 3,132 \$ 38.63
\$ 1,250 (1,158) (188)	\$ 808 (788) (73)	\$ 1,241 (626) (66)	\$ 957 (532) (64)	\$ 819 (755) (593)	\$ 1,138 (917) (641)	\$ 1,364 (1,295) (417)
(1,346) 63	(861) 1,037	(692) 146	(596) 73	(1,348) 12	(1,558) 26	(1,712) 37
(1,283)	176	(546)	(523)	(1,336)	(1,532)	(1,675)
2 398 (209) -- (55) (122) --	(72) -- (795) -- (56) (8) --	26 25 (689) -- (56) -- --	(54) 290 (642) -- (56) -- --	118 548 (168) -- (42) -- --	(160) 675 (524) 497 (64) -- -- --	(183) 786 (269) -- (37) -- --
14	(931)	(694)	(462)	456	424	297
(2)	3	2	1	--	(9)	4
\$ (21)	\$ 56	\$ 3	\$ (27)	\$ (61)	\$ 21	\$ (10)
91,451 9,591 \$ 54.88	93,073 10,153 \$ 57.88	93,011 11,294 \$ 53.00	92,996 11,506 \$ 45.63	92,587 12,000 \$ 45.13	92,584 13,088 \$ 46.00	81,068 13,732 \$ 47.50

TEN-YEAR SUMMARY OF OPERATING DATA

Amerada Hess Corporation and Consolidated Subsidiaries

	2000	1999	1998
PRODUCTION PER DAY (NET)			
Crude oil (thousands of barrels)			
United States	55	55	37
United Kingdom	119	112	109
Norway	25	25	27
Denmark	25	7	--
Gabon	7	10	14
Indonesia	4	3	3
Azerbaijan	3	2	--
Algeria	2	--	--
Canada and Abu Dhabi	--	--	--
Total	240	214	190
Natural gas liquids (thousands of barrels)			
United States	12	10	8
United Kingdom	6	5	6
Norway	2	2	2
Thailand	1	1	--
Canada	--	--	--
Total	21	18	16
Natural gas (thousands of Mcf)			
United States	288	338	294
United Kingdom	297	258	251
Norway	24	31	28
Denmark	37	3	--
Indonesia	10	5	3
Thailand	23	8	--
Canada	--	--	--
Total	679	643	576
WELL COMPLETIONS (NET)			
Oil wells	29	28	28
Gas wells	11	11	20
Dry holes	18	9	25
PRODUCTIVE WELLS AT YEAR-END (NET)			
Oil wells	774	735	721
Gas wells	188	161	252
Total	962	896	973
UNDEVELOPED NET ACREAGE AT YEAR-END (THOUSANDS)			
United States	616	678	748
Foreign (a)	14,419	15,858	16,927
Total	15,035	16,536	17,675
SHIPPING			
Vessels owned or under charter at year-end	8	8	9
Total deadweight tons (thousands)	884	884	952
REFINING (THOUSANDS OF BARRELS PER DAY)			
Amerada Hess Corporation	--	--	419 (b)
HOVENSA L.L.C. (c)	211	209	217
PETROLEUM PRODUCTS SOLD (THOUSANDS OF BARRELS PER DAY)			
Gasoline, distillates and other light products	304	284	411
Residual fuel oils	62	60	71
Total	366	344	482
STORAGE CAPACITY AT YEAR-END (THOUSANDS OF BARRELS)			
	37,487	38,343	56,070
NUMBER OF EMPLOYEES (AVERAGE)			
	9,891 (d)	8,485	9,777

(a) Includes acreage held under production sharing contracts.

(b) Through ten months of 1998.

(c) Reflects 50% of HOVENSA refinery crude runs from November 1, 1998.

(d) Includes approximately 5,400 employees of retail operations.

1997	1996	1995	1994	1993	1992	1991
35	41	52	56	60	62	66
126	135	135	122	80	86	60
30	28	26	24	26	30	28
--	--	--	--	--	--	--
10	9	10	9	8	7	9
1	--	--	--	--	--	--
--	--	--	--	--	--	--
--	--	--	--	--	--	--
--	6	17	18	22	23	22
202	219	240	229	196	208	185
8	9	11	12	12	11	10
6	7	7	7	4	1	1
2	2	1	1	1	2	2
--	--	--	--	--	--	--
--	--	2	2	2	2	2
16	18	21	22	19	16	15
312	338	402	427	502	602	584
226	254	239	209	188	153	128
30	30	28	24	29	32	27
--	--	--	--	--	--	--
1	--	--	--	--	--	--
--	--	--	--	--	--	--
--	63	215	186	168	138	104
569	685	884	846	887	925	843
42	39	33	28	48	33	45
11	25	41	44	49	20	41
24	40	50	24	37	22	36
860	854	2,154	2,160	2,189	2,082	2,103
447	455	1,160	1,146	1,115	966	927
1,307	1,309	3,314	3,306	3,304	3,048	3,030
915	891	1,440	1,685	1,854	1,819	1,802
10,180	7,455	5,871	4,570	4,310	3,168	3,480
11,095	8,346	7,311	6,255	6,164	4,987	5,282
14	13	16	17	15	21	21
1,602	1,236	2,010	2,265	2,398	3,223	2,825
411	396	377	388	351	335	320
--	--	--	--	--	--	--
436	412	401	375	291	275	285
73	83	86	93	95	102	128
509	495	487	468	386	377	413
87,000	86,986	89,165	94,597	94,380	95,199	94,879
9,216	9,085	9,574	9,858	10,173	10,263	10,317

AMERADA HESS CORPORATION AND CONSOLIDATED SUBSIDIARIES

SUBSIDIARIES OF THE REGISTRANT

Name of Subsidiary -----	Organized under the laws of -----
Amerada Hess Limited.....	United Kingdom
Hess Oil Virgin Islands Corp.	U.S. Virgin Islands
Hess Energy Trading Company, LLC.....	Delaware
Amerada Hess (Denmark) ApS.....	Denmark
Amerada Hess Gas Limited.....	United Kingdom
Amerada Hess Norge A/S.....	Norway
Delta Hess (Azerbaijan) Limited.....	United Kingdom
Amerada Hess Production Gabon.....	Gabon
Tioga Gas Plant, Inc.....	Delaware
A.H. Shipping Guaranty Corporation.....	Delaware
Amerada Hess Shipping Corporation.....	Liberia
Jamestown Insurance Company Limited.....	Bermuda

Other subsidiaries (names omitted because such unnamed subsidiaries, considered in the aggregate as a single subsidiary, would not constitute a significant subsidiary)

Each of the foregoing subsidiaries conducts business under the name listed, and is 100% owned by the Registrant, except for Hess Energy Trading Company, LLC, which is a trading company that is a joint venture between the Registrant and unrelated parties.

Name of Affiliate

HOVENSA L.L.C.....	U.S. Virgin Islands
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Summarized Financial Information of HOVENSA L.L.C. is included in the Registrant's 2000 Annual Report to Stockholders.