FORM 10-Q

Quarterly report pursuant to sections 13 or 15(d)

Filing Date: **1994-01-14** | Period of Report: **1993-11-30**
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FILER

TRITON ENERGY CORP

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SIC: **1311** Crude petroleum & natural gas

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[TEXT]

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

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

For the quarterly period ended November 30, 1993

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: 1-7864

TRITON ENERGY CORPORATION

(Exact name of registrant as specified in its charter)

Texas	75-1151855
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

6688 N. Central Expressway, Suite 1400, Dallas, Texas 75206

(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: (214)691-5200

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 X NO_____

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Title of Each Class of Common Stock	Number of Shares Outstanding at December 31, 1993
Common Stock, par value $1.00 per share	35,414,224

TRITON ENERGY CORPORATION AND SUBSIDIARIES
INDEX

PART I. FINANCIAL INFORMATION
ITEM 1. FINANCIAL STATEMENTS
TRITON ENERGY CORPORATION AND SUBSIDIARIES
CONSOLIDATED CONDENSED BALANCE SHEETS
(Thousands of dollars)

<TABLE>

ASSETS	November 30, 1993 (Unaudited)	May 31, 1993
	<S>	<C>	<C>
Current assets:		
Cash and equivalents	$ 105,424	$ 52,939
Short-term investments	829	24,253
Receivables	13,151	16,716
Inventories	5,151	5,783
Net assets of discontinued operations, principally trade receivables	9,733	21,789
Prepaid expenses and other	7,313	787
Total current assets	141,601	122,267
Property and equipment, at cost, less accumulated depreciation and depletion of $471,169 and $525,142, respectively	277,911	331,471
Investments and other assets	96,325	108,193
	$ 515,837	$ 561,931
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Short-term borrowings and current installments of long-term debt	$ 3,125	$ 6,720
Accounts payable and accrued liabilities	39,439	38,840
Liabilities of discontinued operations, principally debt	15,317	31,360
Deferred income taxes	---	2,583
Total current liabilities	57,881	79,503
Long-term debt, excluding current installments	151,747	159,147
Convertible debentures due to employees	---	---
Deferred income taxes	---	13,178
Deferred income and other	9,505	9,100
Minority interest in subsidiaries	22,527	34,172
Redeemable preferred stock of subsidiary	---	11,399
Stockholders' equity:		
Common stock, par value $1	35,332	35,231
Additional paid-in capital	503,153	502,217
Accumulated deficit	(253,124)	(276,965)
Foreign currency translation adjustment	(10,260)	(4,087)
Adjustment for minimum pension liability	(246)	(246)
	274,855	256,150

Less cost of common stock in treasury	678	718
Total stockholders' equity	274,177	255,432
Commitments and contingencies (Note 6)		
	$ 515,837	$ 561,931

</TABLE>

Oil and gas properties are accounted for using the full cost method.

See accompanying notes to consolidated condensed financial statements.

TRITON ENERGY CORPORATION AND SUBSIDIARIES
CONSOLIDATED CONDENSED STATEMENTS OF OPERATIONS
Three and six months ended November 30, 1993 and 1992
(Thousands, except per share amounts)
(Unaudited)

<TABLE>

	Three months ended November 30,		Six months ended November 30,	
	1993	1992	1993	1992
<S>	<C>	<C>	<C>	<C>
Revenue:				
Sales and other operating revenues	$ 13,407	$ 24,529	$ 35,972	$ 52,642
Gain on sale of Triton Canada common stock	---	---	47,865	---
Other income	3,964	969	9,506	2,412
	17,371	25,498	93,343	55,054
Cost and expenses:				
Operating, including nil, $2,075, $3,325 and $4,385 to affiliate	11,596	13,742	24,870	27,709
General and administrative	8,954	9,063	16,014	17,134
Depreciation, depletion and amortization	4,576	9,998	12,814	19,881
Foreign exchange (gain) loss	557	(5,631)	(609)	600
Equity in loss of affiliates, net	392	2,003	30	4,082
Writedown of assets and loss provisions	11,634	3,603	23,896	4,434
Interest	---	---	2,918	---
	37,709	32,778	79,933	73,840
Earnings (loss) from continuing operations before income taxes, minority interest and cumulative effect of accounting change	(20,338)	(7,280)	13,410	(18,786)
Income tax benefit	(5,826)	(1,140)	(3,872)	(2,819)
	(14,512)	(6,140)	17,282	(15,967)
Minority interest in (earnings) loss of subsidiaries	3,275	(2,010)	6,559	(576)
Earnings (loss) from continuing operations before cumulative effect of accounting change	(11,237)	(8,150)	23,841	(16,543)
Discontinued operations:				
Loss from operations	---	(2,084)	---	(2,072)
Gain on public stock offering	---	4,326	---	13,841
Earnings (loss) before cumulative effect of accounting chang	(11,237)	(5,908)	23,841	(4,774)
Cumulative effect of accounting change	---	---	---	4,017
Net earnings (loss)	$ (11,237)	$ (5,908)	$ 23,841	$ (757)
Weighted average number of common shares outstanding	34,718	34,100	34,684	34,030

Earnings (loss) per common share:				
Continuing operations	$ (0.32)	$ (0.24)	$ 0.69	$ (0.49)
Discontinued operations	---	0.07	---	0.35
Cumulative effect of accounting change	---	---	---	0.12
Net earnings (loss)	$ (0.32)	$ (0.17)	$ 0.69	$ (0.02)

</TABLE>

See accompanying notes to consolidated condensed financial statements.

TRITON ENERGY CORPORATION AND SUBSIDIARIES
CONSOLIDATED CONDENSED STATEMENTS OF CASH FLOWS
Six months ended November 30, 1993 and 1992
(Thousands of dollars)
(Unaudited)

<TABLE>

	1993	1992
<S>	<C>	<C>
Cash flows from operating activities:		
Net earnings (loss)	$ 23,841	$ (757)
Adjustments to reconcile net earnings (loss) to net cash used by operating activities:		
Depreciation, depletion and amortization	12,814	21,686
Gain on Input/Output, Inc. public stock offering	---	(13,841)
Gain on sale of Triton Canada common stock	(47,865)	---
Gain on sale of domestic properties	(7,033)	---
Equity in loss of affiliates	637	4,722
Writedown of assets	23,896	2,934
Foreign exchange loss (gain)	(609)	600
Amortization of debt discount	2,918	---
Deferred income taxes, minority interest and other	(16,555)	(5,186)
Changes in working capital pertaining to operating activities:		
Receivables	(879)	(4,188)
Inventories	431	2,437
Prepaid expenses and other	5,523	(1,778)
Accounts payable and accrued liabilities	(11,507)	(13,547)
Income taxes	(69)	(527)
Net cash used by operating activities	(14,457)	(7,445)
Cash flows from investing activities:		
Capital expenditures and investments	(40,951)	(48,290)
Proceeds from Input/Output, Inc. public stock offering	---	24,144
Proceeds from sale of Triton Canada common stock	59,029	---
Proceeds from sale of domestic properties	19,590	---
Purchases of short-term investments	(5,364)	(38,925)
Proceeds from short-term investments	28,788	---
Other	9,761	(980)
Net cash provided (used) by investing activities	70,853	(64,051)
Cash flows from financing activities:		
Proceeds from short-term borrowing with maturity greater than three months	---	5,500
Short-term borrowings, net	(820)	(2,343)
Proceeds from long-term debt	1,443	127,864
Payments on long-term debt	(2,657)	(9,121)

Issuance of common stock	975	2,146
Other	(2,892)	(1,455)
Net cash provided (used) by financing activities	(3,951)	122,591
Effect of exchange rate changes on cash and equivalents	40	(546)
Net increase in cash and equivalents	52,485	50,549
Cash and equivalents at beginning of period	52,939	52,601
Cash and equivalents at end of period	$ 105,424	$ 103,150

</TABLE>

See accompanying notes to consolidated condensed financial statements.

TRITON ENERGY CORPORATION AND SUBSIDIARIES
CONSOLIDATED CONDENSED STATEMENT OF STOCKHOLDERS' EQUITY
Six months ended November 30, 1993
(Thousands of dollars)
(Unaudited)

<TABLE>

	Common stock	Additional paid-in capital	Accumulated deficit	Other	Treasury stock	Total stockholders' equity
Balances at May 31, 1993	$ 35,231	$ 502,217	$ (276,965)	$ (4,333)	$ (718)	$ 255,432
Net earnings	---	---	23,841	---	---	23,841
Foreign currency translation adjustment	---	---	---	6173	---	(6,173)
Exercise of employee stock options and conversion of employee debentures	101	874	---	---	---	975
Other	---	62	---	---	40	102
Balances at November 30, 1993	$ 35,332	$ 503,153	$ (253,124)	$ (10,506)	$ (678)	$ 274,177

</TABLE>

See accompanying notes to consolidated condensed financial statements.

TRITON ENERGY CORPORATION
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(Unaudited)

(1) General

In the opinion of management, the accompanying unaudited consolidated condensed financial statements of Triton Energy Corporation and Subsidiaries (collectively, the "Company") contain all adjustments of a normal recurring nature necessary to present fairly the Company's financial position as of November 30, 1993 and the results of its operations for the three and six months ended November 30, 1993 and 1992, its cash flows for the six months ended November 30, 1993 and 1992, and stockholders' equity for the six months ended November 30, 1993. The results of operations for the three and six months ended November 30, 1993 and 1992 are not necessarily indicative of the results to be expected for the full year.

The consolidated condensed financial statements should be read in conjunction with the Notes to Consolidated Financial Statements, which are included as part of the Company's Annual Report on Form 10-K for the year ended May 31, 1993.

The consolidated condensed financial statements for the three and six months ending November 30, 1992 have been restated for the adoption of FAS 109, "Accounting for Income Taxes" effective June 1, 1992. The condensed consolidated statement of operations for the three and six months ended November 30, 1992 has been restated to present the wholesale fuel products segment as discontinued operations.

(2) Earnings (loss) per Common Share

Earnings (loss) per common share for the three and six months ended November 30, 1993 and 1992 were based on the earnings (loss) applicable to common stock divided by the weighted average number of common shares outstanding, which excluded the

Company's share of its common stock owned by Crusader Limited ("Crusader"). Fully diluted earnings (loss) per common share is not presented due to the antidilutive effect of including all potentially dilutive securities.

(3) Discontinued Operations and Divestitures

As a result of selling its 76% interest in the common stock of Triton Canada Resources Ltd. ("Triton Canada"), the Company recorded a pretax gain of $47,865,000 during the first quarter. Net sale proceeds of $59,029,000 were received during the second quarter.

During August and October 1993, the Company sold its U.S. working interest properties for net proceeds of $19,590,000 resulting in a gain of $7,033,000. The properties that were sold accounted for approximately 55.7% ($21,570,000) of discounted future net revenues associated with U.S. proved reserves at May 31, 1993.

In fiscal 1993, the Company initiated a plan to discontinue its remaining operations in the wholesale fuel products segment. On September 16, 1993 the Company completed the sale of the aviation fuel component of this segment for approximately $15,000,000. The proceeds were used principally to retire existing obligations of this operation. The remaining assets and liabilities, consist principally of wholesale fuel products operations in Texas, Colorado, Utah and California. The loss from operations for the six months ended November 30, 1993 of $2,000,000 was included in the estimated loss on disposal of discontinued operations recorded in fiscal 1993.

The operating results of Input/Output, Inc. ("Input/Output") have been presented as discontinued operations in the Company's consolidated condensed statements of operations because of the Company's sale of its remaining 26.9% interest in Input/Output through a secondary public

offering on August 12, 1992.
The net cash proceeds from the offering were $24,144,000 and resulted in a gain of $13,841,000 in 1992.

(4) Writedown of Assets

During the six months ended November 30, 1993, the carrying amounts of the Company's evaluated oil properties in France were written down by $23,896,000. During the six months ended November 30, 1992, oil and gas properties in the United States and Indonesia were written down by $831,000 and $2,055,000, respectively. These writedowns occurred principally as a result of lower oil prices, through application of the ceiling limitation prescribed by the Securities and Exchange Commission (the "Commission").

(5) Statements of Cash Flows

The Company generally considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Supplemental disclosures of cash flow information for the six months ended November 30, 1993 and 1992 follow (thousands of dollars):

<TABLE>

	1993	1992
<S>	<C>	<C>
Cash paid during the periods for:		
Interest (net of amount capitalized)	$ ---	$ ---
Income taxes	122	1,234
Noncash investing and financial activities Liabilities resulting from acquisition	---	1,265
Sale of the Company's shares by Crusader Limited	---	2,780

</TABLE>

(6) Commitments and Contingencies

(a) Commitments

During the normal course of business, the Company is subject to the terms of various operating agreements and capital commitments associated with the exploration and development of its oil and gas properties. Many of these commitments are discretionary on the part of the Company. It is management's belief that such commitments, including the capital requirements in Colombia, discussed below, will be met without any material adverse effect on the Company's consolidated financial condition.

The first eight wells tested in the Company's Cusiana and Cupiagua fields ("Cusiana Project") in Colombia indicate significant oil discoveries on which the Company expects to incur significant capital expenditures in fiscal 1994 for exploratory and development drilling, pipeline and production facilities and related activities. The Company's capital budget for fiscal 1994, adopted in June 1993, is approximately $140 million, excluding capitalized interest, of which approximately $100 million relates to Colombia. The Company believes that current working capital, together with the proceeds from the sale of the 9 3/4% Senior Subordinated Discount Notes (See Note

7, Subsequent Event), will be sufficient to finance this commitment into 1995.

(b) Guarantees

At November 30, 1993, the Company had guaranteed approximately $1,227,000 of loans from financial institutions to purchasers of seismic equipment from Input/Output. The guarantees have been reduced from a high of $6,576,000 million at May 31, 1991. Input/Output has indemnified the Company against any loss as a result of the guarantees. The Company has also guaranteed $9,360,000 of loans related to its ownership in a Colombian pipeline and $2,016,000 of loans from financial institutions related to aviation property. Additionally, in December, 1993 the Company guaranteed $1,300,000 in indebtedness that may be incurred by the chief executive officer of the Company to finance the construction of his primary residence.

(c) Shareholder Lawsuits

From May 27, 1992 through June 15, 1992, several suits were filed in the United States District Court for the Northern District of Texas, Dallas Division, by seven alleged shareholders against the Company and various present and former directors and officers of the Company. Plaintiffs in all of these cases seek to represent alleged classes of purchasers of the Company's securities. On October 5, 1992, the plaintiffs in all but one of the suits collectively filed a First Amended Consolidated and Supplemental Class Action Complaint ("Amended Complaint") in which they allege violations of the Securities Exchange Act of 1934 ("Exchange Act") and Rule 10b-5 promulgated thereunder, common law fraud and statutory fraud and negligent misrepresentation. Among other allegations, the plaintiffs additionally allege illegal trades of the Company's stock by certain of the defendants based on inside information.

The Court has denied defendants' motion to consolidate the remaining lawsuit with the suit in which the Amended Complaint was filed. Among other allegations, the plaintiffs in this lawsuit assert claims based upon an alleged conspiracy among the defendants in the case to manipulate the price of the Company's securities and alleged insider trading. The plaintiffs' claims include alleged violations of the Exchange Act and Rule 10b-5 in connection with various public disclosures made by the Company.

In two separate actions, alleged shareholders of the Company filed suits on June 2, 1992 and June 9, 1992 in Dallas County District Court against the Company as nominal defendant, and various current and former directors and officers of the Company. Plaintiffs in these derivative actions seek to assert claims on behalf of the Company based upon, among other allegations, claims that the defendants violated state laws through alleged breaches of fiduciary duties, waste of assets and constructive fraud on the Company and that they failed to properly manage the Company's affairs with respect to securities laws disclosure obligations and the Company's operations in Indonesia. More specifically, plaintiffs allege that defendants failed to maintain proper internal controls, paid bribes, falsified certain records, and violated certain laws. Plaintiffs seek, among other relief, to recover actual and exemplary monetary damages of an unspecified amount on the Company's behalf. The Court consolidated these derivative actions pursuant to Agreed Orders of Consolidation. These actions have been abated until further order of the Court although the plaintiffs and defendants may proceed with certain discovery during the period of abatement.

The Company and the individual defendants have agreed with the plaintiffs' counsel to settle all of the above actions, and have agreed with their insurers regarding their respective funding of the settlement and defense costs. Under the agreement with the insurers, one-third of settlement and defense costs, including

independent counsel for the individual defendants, would be funded by the Company and two-thirds would be funded by the insurers. Completion of the settlement is subject to various conditions, including court approval. The Company has deposited $1,983,000 in Trust for the settlement which has been accrued.

(d) Regulatory Matters

On July 28, 1992, the Commission requested that the Company provide to the Commission, on a voluntary basis, information and documents regarding certain of the Company's employees and former employees, the Company's operations in Indonesia, the Company's dealings with Indonesian officials and the Company's internal accounting controls. The staff of the Commission has advised the Company that the Company should not construe this inquiry as an indication that any violation of law has occurred or as an adverse reflection upon any person, entity or security. Subsequently, the Company has been advised that the Justice Department is conducting a similar inquiry. The Company is voluntarily cooperating with both agencies and has made available various documents. Based upon the Company's review of the inquiries and the information available to the Company to date, the Company believes that it will be able to resolve any questions that either agency might have in a manner that would not have a material adverse effect on the Company's consolidated financial condition.

(e)Other Litigation

The Company is also subject to ordinary litigation that is incidental to its business, none of which is expected to have a material adverse effect on the Company's consolidated financial condition.

(7) Subsequent Event

On December 16, 1993, the Company completed the sale of $170,000,000 face value of 9 3/4% Senior Subordinated Discount Notes ("9 3/4% Notes") due December 15, 2000, under the $300,000,000 shelf registration statement filed by the Company in September 1993. Net proceeds to the Company of approximately $124,000,000 will be used to fund capital expenditure requirements relating to the Company's exploration and development program, primarily in Colombia, and for general corporate purposes. No interest will be paid on the 9 3/4% Notes prior to December 15, 1996. Commencing December 15, 1996, interest on the 9 3/4% Notes will accrue at the rate of 9 3/4% per annum and will be payable in cash semi-annually on each December 15 and June 15, commencing on June 15, 1997. The indenture governing the 9 3/4% Notes contains certain covenants that, among other restrictions, limit the ability of the Company and certain of its subsidiaries to incur indebtedness, pay dividends and make certain investments, engage in transactions with its affiliates, incur or maintain certain liens securing indebtedness other than Senior Indebtedness unless the 9 3/4% Notes are equally and ratably secured, and engage in mergers and consolidations.

REVIEW OF INDEPENDENT ACCOUNTANTS

Price Waterhouse, independent accountants, have reviewed the consolidated financial information as of November 30, 1993, and for the three and six month period then ended, included in the report. Such review was made in accordance with standards established by the American Institute of Certified Public Accountants. See accompanying independent accountant's review report.

REVIEW REPORT OF INDEPENDENT ACCOUNTANTS

To The Board of Directors and Shareholders of Triton Energy Corporation

We have reviewed the accompanying consolidated condensed balance sheet of Triton Energy Corporation and subsidiaries as of November 30, 1993, the related consolidated condensed statements of operations for the three and six month periods ended November 30, 1993 and the consolidated condensed statements of cash flows and of stockholders' equity for the six month period ended November 30, 1993. This financial information is the responsibility of the company's management.

We conducted our review in accordance with standards established by the American Institute of Certified Public Accountants. A review of interim financial information consists principally of applying analytical procedures to financial data and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial information for it to be in conformity with generally accepted accounting principles.

We have previously audited in accordance with generally accepted auditing standards, the consolidated balance sheet as of May 31, 1993, and the related consolidated statements of operations, stockholders' equity and cash flows for the year then ended (not presented herein), and in our report dated August 18, 1993 we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying consolidated condensed balance sheet as of May 31, 1993, is fairly stated in all material respects in relation to the consolidated balance sheet from which it has been derived.

PRICE WATERHOUSE

Dallas, Texas

January 10, 1994

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Liquidity and Capital Resources

General

During 1993, the Company initiated several strategic changes with respect to its existing exploration and development programs and non-oil and gas businesses. The Company is focusing its resources in high potential exploration and development opportunities in Colombia, Malaysia/Thailand and Argentina, and in new ventures. Existing production, publicly owned subsidiaries and affiliates and non-oil and gas assets have been re-evaluated in order to sharpen this focus. This review led to the strategic decisions to divest of the Company's working interests in oil and gas reserves in the United States, to sell Triton's common equity interest in Triton Canada, to reassess development prospects in France and to discontinue operations in the wholesale fuel products segment. The Company's financial condition is expected to improve due to reductions in certain capital expenditures, operating expenses and general and administrative expenses resulting from the

realignment of both operations and staffing levels as this process continues. The Company has also taken steps to increase its financing flexibility.

Net working capital was $83.7 million at November 30, 1993 and $42.8 million at May 31, 1993. The current ratios at such dates were 2.4:1 and 1.5:1, respectively. During the current six months, proceeds from the sale of a portion of reserves in the United States ($19.6 million), the sale of the Company's common interest in Triton Canada ($59 million) and proceeds from short term investments ($28.8 million) were the principal sources of funds required for the Company's capital expenditures and operating activities. For the six months ended November 30, 1992, proceeds from the issuance of $126 million, 12 1/2% Senior Subordinated Discount Notes due November 1, 1997 ("1997 Notes"), the sale of the Company's investment in Input/Output stock (net proceeds $24.1 million) and working capital were utilized as funding sources.

On December 16, 1993, the Company completed the sale of $170 million 9 3/4% Senior Subordinated Discount Notes due December 15, 2000 ("9 3/4% Notes") for net proceeds of approximately $124 million.

Capital Requirements and Funding Alternatives

Continued funding for development of the oil fields in Colombia in particular will require significant additional capital. At November 30, 1993, Triton had approximately $106 million in cash and short-term investments on hand, which the Company believes, together with the proceeds from sale of the 9 3/4% Notes, will be sufficient to fund currently anticipated capital expenditures into 1995. The Company's capital budget for fiscal 1994, adopted in June of 1993, is approximately $140 million, excluding capitalized interest, of which approximately $100 million relates to Colombia. Substantially all of these budgeted expenditures will be dedicated to oil and gas exploration and development activities.

Total capital requirements for the full field development of operations in Colombia have not been determined, although they are expected to continue at substantial levels through at least 1996. The Company expects to meet its capital needs in fiscal 1995 and later years with cash flow from operations, proceeds from asset sales and the issuance of debt or equity securities.

Financing Activities

Asset Sales

On August 12, 1992, the Company sold its remaining holdings of 1,955,000 shares of common stock of the Company's former affiliate, Input/Output. Net proceeds to the Company were approximately $24 million. The Company recognized a gain of $13.8 million from this sale.

On September 10, 1993, the Company completed the sale of its 30.5 million shares of common stock in Triton Canada. Upon completion of the sale, the Company received net proceeds of $59 million and recognized a pretax gain of $47.9 million during the quarter ended August 31, 1993.

In August and October 1993, the Company sold its working interest reserves in the United States, realized net proceeds of approximately $19.6 million and recognized a gain of $7 million.

On September 16, 1993, the Company sold the aviation fuels component of its wholesale fuel products segment for approximately $15 million. The proceeds were principally used to retire existing obligations of this operation.

Securities Sale

On September 22, 1993, the Company filed a shelf registration statement with the Commission for up to $300 million face amount of debt securities. Under this shelf registration, in December, 1993, the Company completed, the sale of the 9 3/4% Notes. Net proceeds to the Company of approximately $124 million will be used to fund capital expenditure requirements relating to the Company's exploration and development program, primarily in Colombia, and for general corporate purposes. The indenture to the 9 3/4% Notes contains certain covenants that, among other restrictions, limit the ability of the Company and certain of its subsidiaries to incur indebtedness, pay dividends and make certain investments, engage in transactions with its affiliates, incur or maintain certain liens securing indebtedness other than Senior Indebtedness unless the 9 3/4% Notes are equally and ratably secured, and engage in mergers and consolidations.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Consolidated Results of Operations

Overview

The Company reported a significant increase in earnings from continuing operations during the six months ended November 30, 1993. The increase was due primarily to the sales of the Company's investment in Triton Canada and its U.S. working interest properties, which resulted in an aggregate pretax gain of $54.9 million. Offsetting this effect in part was a $23.9 million writedown in the carrying amount of the Company's French oil and gas properties during the current period ($7.9 million effect after tax and minority interest).

Segment Review

The following table and related discussion summarize the contributions to operating profit or loss by the Company's major remaining industry segments for the three and six months ended

November 30, 1993 and 1992. Operating profit or loss represents sales and other operating revenues, less total costs and expenses (including writedowns on operating assets) and excludes, among other items, interest and other income/expense, and general corporate expenses.

<TABLE>

	Three Months Ended November 30,		Six Months Ended November 30,	
	1993	1992	1993	1992
	(In thousands of dollars, except where indicated and except for per unit averages)			
<S>	<C>	<C>	<C>	<C>
Oil and gas exploration and production activities, excluding equity investees:				
Oil production (Mbbls)	633	681	1,308	1,456
Gas production (Mmcf)	31	4,314	4,142	8,580
Weighted average price per bbl	16.14	18.85	16.44	19.79
Weighted average price per Mcf	1.90	1.11	1.29	1.08
Total sales	10,164	18,208	27,151	39,077
Operating loss	(15,776)	(5,401)	(30,112)	(5,606)
Writedowns, included in operating loss	11,634	2,055	23,896	2,886
Aviation sales and services:				
Total sales	3,296	5,054	7,387	10,893
Operating loss	(1,972)	(174)	(2,618)	(719)

</TABLE>

Oil and Gas Activities

Oil sales decreased during the current period due to lower volumes (148,000 barrels or a $4.3 million effect on revenue) and lower oil prices ($3.34 per barrel or a $2.9 million effect on revenue). The decline in oil volume occurred principally in France due to a natural decline in the Villeperdue field. This decline is expected to continue. Production in France was down 206,000 barrels during the current six months, representing a $4.4 million decrease in revenue. Lower volumes in Indonesia and the United States, aggregating 200,000 barrels, caused a decline of $3.5 million. These decreases were partially offset by the impact of Colombian production (278,000 barrels or a $3.9 million effect) as production commenced during the third quarter of fiscal 1993. Oil prices also decreased, principally in France ($4.37 per barrel for an effect of $2.6 million). Gas sales decreased during the period by $3.9 million due to the August, 1993 sale of Triton Canada and the first and second quarter sales of U.S. working interest properties. The Company's remaining properties produce primarily oil.

The increase in oil and gas production costs was primarily due to new production in Colombia during the current period. This effect was offset in part by decreases in Canadian and United States' oil and gas production. Average oil and gas production costs per equivalent barrel increased to $7.86 in fiscal 1994 from $5.50 in the prior year principally due to operating costs in Colombia as production commenced during third quarter of fiscal 1993.

Depletion decreased $7.3 million (from $18 million in fiscal 1993) because of property sales, declining production and a lower depletable base due to current and prior period writedowns. A writedown of $23.9 million was recorded in France, principally due to the effect of lower prices. The prior year writedown related to United States and Indonesian properties.

Oil and gas sales, volumes and related operating expenses are expected to continue to decline as a result of the Company's sale of its interest in Triton Canada and its U.S. working interest properties. Total sales associated with these divestitures amounted to $6.8 million during the current six months.

Aviation Sales and Services

Sales and operating expenses in the aviation segment decreased $3.5 million and $.8 million, respectively, principally from fewer sales of aircraft during the current period, the divestiture of three fixed based operations and a reduction in charter and maintenance services. The operating expense decrease was partially offset by an accrual of $1.7 million for environmental costs. The near-term outlook for operations currently remaining in this segment has diminished due to a continuing decline in demand for general aviation goods and services.

Overall Financial Review

Revenue

As discussed under "Segment Review," the decrease in sales and other operating revenues resulted from lower sales in the oil and gas and aviation sales and services segments. During the current six months, the Company realized a $47.9 million gain from the sale of its common investment in Triton Canada. Other income increased due to a $7 million gain recorded on the sale of oil and gas properties in the United States during fiscal

1994.

Costs and Expenses

Operating expenses decreased $2.8 million. A decline in the aviation segment and the sale of Triton Canada and the U.S. properties was partially offset by initial operating expenses in Colombia, which began commercial production in December 1992. Details about these and other variations are explained in "Segment Review."

General and administrative expenses decreased $1.1 million primarily because of the sale of Triton Canada and decreases in costs associated with restructuring, offset somewhat by increases in corporate compensation.

Interest expense increased during the period because of the amortization of debt discount ($8.8 million effect before capitalization) associated with the 1997 Notes issued in November 1992.

During the six months ended November 30, 1993, a $.6 million foreign exchange gain was recognized, primarily in France, compared to a $.6 million loss during the prior period. A loss of $.6 million was recognized for the three months ended November 30, 1993 compared to a gain of $5.6

million for the prior period. The exchange gains (losses) have resulted principally from the translation of foreign currency denominated deferred income taxes into United States dollars.

Equity in earnings (losses) of affiliates during the three and six months ended November 30, 1993 and 1992 consisted of the following:

<TABLE>

	Three Months Ended November 30,		Six Months Ended November 30,	
	1993	1992	1993	1992
	(In thousands)			
<S>	<C>	<C>	<C>	<C>
Crusader, 49.9% owned	$ (387)	$ (1,176)	$ (202)	$ (1,843)
Aero, 28% owned	---	(860)	---	(2,270)
Other	(5)	33	172	31
	$ (392)	$ (2,003)	$ (30)	$ (4,082)

</TABLE>

Crusader's results of operations improved primarily because of decreases in losses from its smokeless fuel operation in Ireland and increased profitability in the U.S. and Canadian subsidiaries. The Company's investment in Aero was carried at cost during the current period.

Depreciation, depletion and amortization decreased $7.1 million (from $19.9 million in fiscal 1993) principally as the result of lower depletion, due to declining production and the Company's sale of Canada and its U.S. properties. See "Segment Review".

Discontinued Operations

The results of operations for the wholesale fuel products segment have been reported as a discontinued operation in fiscal 1993 because of the Company's decision to sell these businesses. An estimated loss on the disposal of the segment of $16.1 million was recorded during the fourth quarter of fiscal 1993. Net proceeds from the sale of assets associated with the segment will be used to retire existing obligations of the division. Also reported as a discontinued operation during fiscal 1993 were the results of operations for Input/Output, representing the Company's seismic equipment sales and services segment. On August 12, 1992, the Company's remaining 26.9% interest in Input/Output was sold through a secondary public offering. The Company realized a gain of $13.8 million during fiscal 1993 as a result of this sale.

Income Taxes

The Company adopted SFAS No. 109, "Accounting for Income Taxes", effective June 1, 1992. The cumulative benefit of the change to the liability based method under SFAS No. 109 of $4 million, or $.12 per share was recorded in the first quarter of fiscal 1993.

Minority Interest in (Earnings) Loss of Subsidiaries

The change in minority interest between 1992 and 1993 was due

primarily to a decline in profitability by Triton Europe. As discussed previously, this decline resulted principally from a writedown in the carrying cost of oil and gas properties during the current period.

Environmental Matters

The Company's United States oil and gas exploration and fuels businesses involve the storage, handling and sale of hazardous materials, including fuel storage in underground tanks. Although the Company has sold a substantial portion of those businesses, it will remain liable for certain environmental matters that may arise from its and its predecessors' past operations. Although the Company believes that the level of future expenditures for environmental matters, including cleanup obligations, is impracticable to determine with any reasonable degree of probability, management believes that such costs, when finally determined, will not have a material adverse effect on the Company's consolidated financial position. The Company, during the six months ended November 30, 1993, accrued $2.1 million for environmental costs.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

The discussion in Note 6(c) through (e) to Consolidated Condensed Financial Statements is herein incorporated by reference into this Part II.

ITEM 4. RESULTS OF VOTES OF SECURITY HOLDERS

As a result of the Annual Meeting of Shareholders held on November 11, 1993, the shareholders re-elected four directors, Herbert L. Brewer (29,023,158 for and 410,222 against), Jesse E. Hendricks (29,174,300 for and 259,080 against), Michael E. McMahon (29,180,851 for and 252,529 against) and J. Otis Winters, (29,184,496 for and 248,884 against) to serve until the Annual Meeting of Shareholders in 1996 or until their respective successors are duly elected and qualified. The following directors continued in office: Thomas G. Finck, Fitzgerald S. Hudson, William I. Lee, J.G.A. Tucker, Ernest E. Cook, Wellslake D. Morse, Jr., Ray H. Eubank, Graeme O. Morris and John P. Lewis. Also a proposal to adopt the amendments and restatements of the 1992 Stock Option Plan, the 1986 Convertible Debenture Plan and the 1985 Restricted Stock Plan of the Company were passed (15,596,160 for and 4,577,941 against).

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) Exhibits

The following exhibits are filed as part of this Quarterly Report on Form 10Q:

1. Exhibits required to be filed by Item 601 of Regulation S-K. (Where the amount of securities authorized to be issued under or the amount of any of Triton Energy Corporation's and any of its subsidiaries' or affiliate Crusader's, long-term debt agreements does not exceed 10% of the Company's assets, pursuant to paragraph (b) (4) of Item 601 of Regulation S-K, in lieu of filing such as an exhibit, the Company hereby agrees to furnish to the Commission upon request a copy of any agreement with respect to such long-term debt.)

4.1 Specimen Stock Certificate of Common Stock, $1.00 par value, of the Company. (1)

4.2 The Company's Restated Articles of Incorporation, and Amended and Restated Bylaws.(3)

4.3* Amendments to Bylaws.

4.4 Rights Agreement dated as of June 26, 1990, between Triton and NationsBank of Texas, N.A. (f/k/a NCNB Texas National Bank), as Rights Agent.(1)

4.5 Statement of Cancellation of Redeemable shares, dated October 1, 1991.(6)

4.6 Form of Debt Securities.(10)

4.7 Proposed Form of Senior Indenture.(10)

4.8 Proposed Form of Senior Subordinated Indenture.(10).

4.9* Senior Subordinated Indenture by and between the Company and United States Trust Company of New York, dated as of December 15, 1993.

4.10* First Supplemental Indenture by and between the Company

and United States Trust Company of New York, dated as of December 15, 1993.

10.1* Triton Energy Corporation Amended and Restated Retirement Income Plan.

10.2* Triton Energy Corporation Amended and Restated Supplemental Executive Retirement Income Plan.

10.3 1981 Employee Non-Qualified Stock Option Plan of Triton Energy Corporation.(3)

10.4 Amendment No.1 to the 1981 Employee Non-Qualified Stock Option Plan of Triton Energy Corporation.(5)

10.5 Amendment No.2 to the 1981 Employee Non-Qualified Stock Option Plan of Triton Energy Corporation.(3)

10.6* Amendment No. 3 to the 1981 Employee Non-Qualified Stock Option Plan of Triton Energy Corporation.

10.7 1985 Stock Option Plan of Triton Energy Corporation.(1)

10.8 Amendment No.1 to the 1985 Stock Option Plan of Triton Energy Corporation.(3)

10.9* Amendment No. 2 to the 1985 Stock Option Plan of Triton Energy Corporation.

10.10* Triton Energy Amended and Restated 1986 Convertible Debenture Plan.

10.11 1988 Stock Appreciation Rights Plan of Triton Energy Corporation.(4)

10.12 Triton Energy Corporation 1989 Stock Option Plan.(7)

10.13 Amendment No.1 to the Triton Energy Corporation 1989 Stock Option Plan.(3)

10.14* Amendment No. 2 to the Triton Energy Corporation 1989 Stock Option Plan.

10.15* Triton Energy Amended and Restated 1992 Stock Option Plan.

10.16* Form of Amended and Restated Employment Agreement by and among Triton Energy Corporation and certain officers of Triton Energy Corporation.

10.17* Triton Energy Amended and Restated Restricted Stock Plan.

10.18 Deed of Trust Note dated April 11, 1988, executed by Triton Aviation Services, Inc. and API Terminal, Inc. and related documents, including Guaranty of Triton Energy Corporation .(4)

10.19 Triton Energy Corporation Executive Life Insurance Plan.(2)

10.20 Triton Energy Corporation Long Term Disability Income Plan.(2)

10.21 Triton Energy Corporation Amended and Restated Retirement Plan for Directors.(1)

10.22 Indenture dated as of November 13, 1992 between Triton and Chemical Bank, with respect to the issuance of Senior Subordinated Discount Notes due 1997.(8)

10.23 Supplemental Indenture dated as of July 1, 1993 between Triton Energy Corporation and Chemical Bank.(4)

10.24 Supplemental Indenture dated as of August 16, 1993 between Triton Energy Corporation and Chemical Bank.(4)

10.25 Underwriting Agreement dated June 18, 1993 among Triton Canada Resources Ltd., Triton Energy Corporation and the underwriters named herein.(9)

10.26 Purchase and Sale Agreement among Triton Oil and Gas Corp., Triton Energy Corporation and Torch Energy Advisors Incorporated dated effective as of January 1, 1993.(4)

10.27 Agreement for Purchase and Sale of Assets Among Triton Fuel Group, Inc. and AVFUEL Corporation dated August 25, 1993.(4)

10.28 Contract for Exploration and Exploitation for Tauramena with an effective date of July 1, 1982, between Triton Colombia, Inc. , and Empresa Colombiana De Petroleos.(4)

10.29 Contract for Exploration and Exploitation for Tauramena with an effective date of July 4, 1988, between Triton Colombia, Inc., and Empresa Colombiana De Petroleos.(4)

10.30 Summary of Assignment legalized by Public Instrument No. 1255 dated September 15, 1987 (Assignment is in Spanish language).(4)

10.31 Summary of Assignment legalized by Public Instrument No. 1602 dated June 11, 1990 (Assignment is in Spanish language).1(4)

10.32 Summary of Assignment legalized by Public Instrument No. 2586 dated September 9, 1992 (Assignment is in Spanish language). (4)

10.33* Guaranty between the Company and Comerica Bank-Texas.

10.34* Triton Energy Corporation 401(K) Savings Plan.

15.1* Letter of Price Waterhouse, acknowledging awareness of the use of their report dated October 13, 1992, relating to the review of interim financial information.

_____

* Filed herewith.

(1) Previously filed as an exhibit to the Company's Annual Report on Form 10-K for the fiscal year ended May 31, 1990 and incorporated herein by reference.

(2) Previously filed as an exhibit to the Company's Annual Report on Form 10-K for the fiscal year ended May 31, 1991 and incorporated herein by reference.

(3) Previously filed as an exhibit to the Company's Annual Report on Form 10-K for the fiscal year ended May 31, 1992 and incorporated herein by reference.

(4) Previously filed as an exhibit to the Company's Annual Report on Form 10-K for the fiscal year ended May 31, 1993 and incorporated herein by reference.

(5) Previously filed as an exhibit to the Company's Annual Report on Form 10-K for the fiscal year ended May 31, 1989 and incorporated herein by reference.

(6) Previously filed as an exhibit to the Company's Registration Statement on Form S-3 (No. 33-42430) and incorporated herein by reference.

(7) Previously filed as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended November 30, 1988 and incorporated herein by reference.

(8) Previously filed as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended November 30, 1992 and incorporated herein by reference.

(9) Previously filed as an exhibit to the Company's Current Report on Form 8-K dated as of July 14, 1993 and incorporated herein by reference.

(10) Previously filed as an exhibit to the Company's Registration Statement on Form S-3 (No.33-69230) and incorporated herein by reference.

(b) Reports on Form 8-K

None

SIGNATURES

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

TRITON ENERGY CORPORATION

/s/Peter Rugg

Peter Rugg

Senior Vice President and Chief Financial Officer

Date: January 13, 1994

The Bylaws of Triton Energy Corporation are hereby amended by replacing Article I, Sections 1, 5, 6, 7, 8, 9 and 10 in their entirety with the following:

AMENDMENTS TO TRITON ENERGY CORPORATION BYLAWS

ARTICLE V

OFFICERS

Section 1. OFFICERS. The officers of the Corporation shall be chosen by the Board of Directors and may include a Chairman of the Board and/or a Chief Executive Officer, and shall include a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose additional Vice Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Two or more offices may be held by the same person. No officer shall execute, acknowledge, verify or countersign any instrument on behalf of the Corporation in more than one capacity, if such instrument is required by law, the Articles of Incorporation, these Bylaws or any act of the Corporation to be executed, acknowledged, verified or countersigned by two (2) or more officers. None of the officers need be a director or a shareholder of the Corporation.

* * * * *

Section 5. THE CHAIRMAN OF THE BOARD. The Chairman of the Board (if one be elected and serving) shall preside at all meetings of the Board at which he may be present and shall perform such other duties as may be assigned to him by the Board. He shall preside at all meetings of the shareholders and Board of Directors unless he shall be absent or unless he shall, at his option, designate the President to preside in his stead at some particular meeting.

Section 6. CHIEF EXECUTIVE OFFICER. The Chief Executive Officer (if one be elected and serving) shall be the ranking and chief executive officer of the Corporation. As such, he shall have, subject only to the Board, general and active management

and supervisory powers over the business and affairs of the Corporation and shall see that all orders and resolutions of the Board are carried into effect. The Chief Executive Officer shall have all of the powers granted by the Bylaws to the President, including the power to make and sign contracts and agreements in the name and on behalf of the Corporation. He shall also, in general, have supervisory powers over the President, the other officers, the executive committees, and the business activities of the Corporation, subject to the approval or review of the Board of Directors.

Section 7. THE PRESIDENT. The President shall be the chief administrative officer of the Corporation. The President may preside at meetings of the Board of Directors and of the shareholders and he shall have power to call special meetings of the shareholders and the directors for any purpose or purposes, appoint and discharge, subject to the approval or review by the Chief Executive Officer and the Board of Directors, employees and agents of the Corporation and fix their compensation, make and sign contracts and agreements in the name and on behalf of the Corporation and shall be ex officio a member of all standing committees. The President shall put into operation such business policies of the Corporation as shall be decided upon by the Board and communicated to the President by the Chief Executive or otherwise. The President shall, if there is no Chief Executive Officer, or in the absence or disability of the Chief Executive Officer, be the chief executive officer of the Corporation, and perform the duties and exercise the powers of the Chief Executive Officer. He shall see that the books, reports, statements and certificates required by the statutes under which the Corporation is organized or any other laws applicable thereto are properly kept, made and filed according to law; and he shall generally do and perform all acts incident to the office of the President or which are authorized or required by law. The President shall perform such other duties as from time to time may be assigned to him by the Board of Directors or the Chief Executive Officer of the Corporation.

Section 8. VICE PRESIDENTS. The Vice Presidents in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. They shall perform such other duties and have such other powers as the Board of Directors or the Chief Executive Officer may from time to time prescribe.

Section 9. SECRETARY AND ASSISTANT SECRETARIES. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties

for any committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the Chief Executive Officer, under whose supervision the Secretary shall be. The Secretary shall keep in safe custody the seal of the Corporation and, when authorized by the Board of Directors, affix the same to any instrument requiring it and, when so affixed, it shall be attested by signature or by the signature of the Treasurer or an Assistant Secretary. The Secretary also shall perform such other duties and have such other powers as may be permitted by law or as the Board of Directors or the Chief Executive Officer may from time to time prescribe or authorize.

The Assistant Secretaries in the order of their seniority, unless otherwise determined by the Board of Directors or the Chief Executive Officer, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary. They shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe. In the absence of the Secretary or an Assistant Secretary, the minutes of all meetings of the Board of Directors and of shareholders shall be recorded by such person as shall be designated by the Board of Directors.

Section 10. TREASURER AND ASSISTANT TREASURERS. If a Treasurer is designated as an officer of the Corporation by the Board of Directors, the Treasurer shall have the custody of the corporate funds and securities and shall keep, or cause to be kept, full and accurate accounts and records of receipts and disbursements and other transactions in books belonging to the Corporation and shall deposit, or see to the deposit of, all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall: (a) endorse or cause to be endorsed in the name of the Corporation for collection the bills, notes, checks or other negotiable instruments received by the Corporation; (b) sign or cause to be signed all checks issued by the Corporation; and (c) pay out or cause to be paid out money as the Corporation may require, taking vouchers therefor. In addition, he shall perform such other duties as may be permitted by law or as the Board of Directors or the Chief Executive Officer may from time to time prescribe, authorize or delegate. The Board of Directors may by resolution delegate, with or without power to re-delegate, any or all of the foregoing duties of the Treasurer to other officers, employees or agents of the Corporation, and provide that other officers, employees and agents shall have the power to sign checks, vouchers, orders or other instruments on behalf of the Corporation. The Treasurer shall render the Chief

Executive Officer and the Board of Directors, whenever they may require it, an account of his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give the Corporation a bond of such type, character and amount as the Board of Directors may require.

If a Treasurer is not designated as an officer of the Corporation, the functions of the Treasurer shall be performed by the Chief Executive Officer, the President, the Secretary or such other officer or officers of the Corporation as shall be designated by the Board of Directors at any time or from time to time.

The Assistant Treasurers in the order of their seniority, unless otherwise determined by the Board of Directors or the Chief Executive Officer, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as may be permitted by law or as the Board of Directors or the Chief Executive Officer may from time to time prescribe, authorize or delegate. If required by the Board of Directors, the Assistant Treasurers shall give the Corporation a bond of such type, character and amount as the Board of Directors may require.

By Order of the Board of Directors

\\Robert B. Holland, III

Robert B. Holland, III, Secretary

TRITON ENERGY CORPORATION

AND

UNITED STATES TRUST COMPANY OF NEW YORK

as Trustee

Senior Subordinated Indenture

Dated as of December 15, 1993

CROSS REFERENCE SHEET

Provisions of Trust Indenture Act of 1939 and Indenture to be dated as of December 15, 1993 between TRITON ENERGY CORPORATION and UNITED STATES TRUST COMPANY OF NEW YORK, Trustee:

Section of the Act	Section of Indenture
310(a)(1), (2) and (5)	6.9
310(a)(3) and (4)	Inapplicable
310(b)	6.8 and 6.10(a), (b) and (d)
310(c)	Inapplicable
311(a)	6.13
311(b)	6.13
311(c)	Inapplicable
312(a)	4.1 and 4.2(a)
312(b)	4.2(a) and (b)(i) and (ii)
312(c)	4.2(c)
313(a)	4.4(a)(i), (ii), (iii), (iv), (v), (vi) and (vii)
313(a)(5)	Inapplicable
313(b)(1)	Inapplicable
313(b)(2)	4.4(b)

313(c)	4.4(c)
313(d)	4.4(d)
314(a)	4.3
314(b)	Inapplicable
314(c)(1) and (2)	11.5
314(c)(3)	Inapplicable
314(d)	Inapplicable
314(e)	11.5
314(f)	Inapplicable
315(a), (c) and (d)	6.1
315(b)	5.8
315(e)	5.9
316(a)(1)	5.7
316(a)(2)	Not required
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SUBORDINATION

THIS SENIOR SUBORDINATED INDENTURE, dated as of December 15, 1993 between TRITON ENERGY CORPORATION, a Texas corporation (the "Issuer"), and UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation as trustee (the "Trustee").

W I T N E S S E T H :

WHEREAS, the Issuer has duly authorized the issuance from time to time of its unsecured senior subordinated debentures, notes or other evidences of indebtedness to be issued in one or more series (the "Securities") up to such principal amount or amounts as may from time to time be authorized in

accordance with the terms of this Indenture;

WHEREAS, the Issuer has duly authorized the execution and delivery of this Indenture to provide, among other things, for the authentication, delivery and administration of the Securities; and

WHEREAS, all things necessary to make this Indenture a valid indenture and agreement according to its terms have been undertaken and completed;

NOW, THEREFORE:

In consideration of the premises and the purchases of the Securities by the Holders (as hereinafter defined) thereof, the Issuer and the Trustee mutually covenant and agree for the equal and proportionate benefit of the respective Holders from time to time of the Securities as follows:

ARTICLE ONE
DEFINITIONS

SECTION 1.1 For all purposes of this Indenture and of any indenture supplemental hereto the following terms shall have the respective meanings specified in this Section 1.1 (except as otherwise expressly provided herein or in any indenture supplemental hereto or unless the context otherwise clearly requires). All other terms used in this Indenture that are defined in the Trust Indenture Act of 1939, including terms defined therein by reference to the Securities Act of 1933, as amended (the "Securities Act"), shall have the meanings assigned to such terms in said Trust Indenture Act of 1939 and in said Securities Act as in force at the date of this Indenture (except as otherwise expressly provided herein or in any indenture supplemental hereto or unless the context otherwise clearly requires).

All accounting terms used herein and not expressly defined shall have the meanings assigned to such terms in accordance with generally accepted accounting principles, and the term "generally accepted accounting principles" means such accounting principles as are generally accepted at the time of any computation.

The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision. The expressions "date of this Indenture", "date hereof", "date as of which this Indenture is dated" and "date of execution and delivery of this Indenture" and other expressions of similar

import refer to the effective date of the original execution and delivery of this Indenture, viz. as of December 15, 1993.

The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Authenticating Agent" shall have the meaning set forth in Section 6.14.

"Bankruptcy Code" means the United States Bankruptcy Code, 11 United States Code 101 et seq., or any successor statute thereto.

"Board of Directors" means either the Board of Directors of the Issuer or any committee of such Board duly authorized to act on its behalf.

"Board Resolution" means one or more resolutions, certified by the secretary or an assistant secretary of the Issuer to have been duly adopted or consented to by the Board of Directors and to be in full force and effect, and delivered to the Trustee.

"Business Day" means, with respect to any Security, unless otherwise specified in a Board Resolution and an Officers Certificate with respect to a particular series of Securities, a day that (a) in the Place of Payment (or in any of the Places of Payment, if more than one) in which amounts are payable, as specified in the form of such Security, and (b) in the city in which the Corporate Trust Office is located, is not a day on which banking institutions are authorized or required by law or regulation to close.

"Commission" means the Securities and Exchange Commission, as from time to time constituted, created under the Securities Exchange Act of 1934, as amended, or, if at any time after the execution and delivery of this Indenture such Commission is not existing and performing the duties now assigned to it under the Trust Indenture Act of 1939, then the body performing such duties on such date.

"Consolidated Net Tangible Assets" means the aggregate amount of assets included on the most recent consolidated balance sheet of the Issuer and its Restricted Subsidiaries, less applicable reserves and other properly deductible items and after deducting therefrom (a) all current liabilities and (b) all goodwill, trade names, trademarks, patents, unamortized debt discount and expense and other like intangibles, all in accordance with generally accepted accounting principles consistently applied.

"Corporate Trust Office" means the office of the Trustee at which the corporate trust business of the Trustee shall, at any particular time, be principally administered, which office is, at the date as of which this Indenture is dated, located in New York, New York.

"Depositary" means, with respect to the Securities of any series issuable or issued in the form of one or more Global Securities, the Person designated as Depositary by the Issuer pursuant to Section 2.3 until a successor Depositary shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Depositary" shall mean or include each Person who is then a Depositary hereunder, and, if at any time there is more than one such Person, "Depositary" as used with respect to the Securities of any such series shall mean the Depositary with respect to the Global Securities of such series.

"Dollars" and the sign "$" means the coin and currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Event of Default" means any event or condition specified as such in Section 5.1.

"Global Security" means a Security evidencing all or a part of a series of Securities issued to the Depositary for such series in accordance with Section 2.3 and bearing the legend prescribed in Section 2.4.

"Holder", "Holder of Securities", "Securityholder" or other similar terms mean, in the case of any Security, the Person in whose name such Security is registered in the security register kept by the Issuer for that purpose in accordance with the terms hereof.

"Indebtedness" with respect to any Person, means,

without duplication:

(a) (i) the principal of and premium, if any, and interest, if any, on indebtedness for money borrowed of such Person, indebtedness of such Person evidenced by bonds, notes, debentures or similar obligations, and any guaranty by such Person of any indebtedness for money borrowed or indebtedness evidenced by bonds, notes, debentures or similar obligations of any other Person, whether any such indebtedness or guaranty is outstanding on the date of this Indenture or is thereafter created, assumed or incurred, (ii) the principal of and premium, if any, and interest, if any, on indebtedness incurred, assumed or guaranteed by such Person in connection with the acquisition by it or any of its subsidiaries of any other businesses, properties or other assets and (iii) lease obligations which such Person capitalizes in accordance with Statement of Financial Accounting Standards No. 13 promulgated by the Financial Accounting Standards Board or such other generally accepted accounting principles as may be from time to time in effect;

(b) any other indebtedness of such Person, including any indebtedness representing the balance deferred and unpaid of the purchase price of any property or interest therein, and any guaranty, endorsement or other contingent obligation of such Person in respect of any indebtedness of another that is outstanding on the date of this Indenture or is thereafter created, assumed or incurred by such Person;

(c) obligations of such Person under interest rate, commodity or currency swaps, caps, collars, options and similar arrangements;

(d) obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; and

(e) any amendments, modifications, refundings, renewals or extensions of any indebtedness or obligation described as Indebtedness in clauses (a) through (d) above.

"Indenture" means this instrument as originally executed and delivered or, if amended or supplemented as herein provided, as so amended or supplemented or both, including, for

all purposes of this instrument and any such supplement, the provisions of the Trust Indenture Act of 1939 that are deemed to be a part of and govern this instrument and any such supplement, respectively, and shall include the forms and terms of particular series of Securities established as contemplated hereunder.

"interest" means, when used with respect to non-interest bearing Securities (including, without limitation, any Original Issue Discount Security that by its terms bears interest only after maturity or upon default in any other payment due on such Security), interest payable after maturity (whether at stated maturity, upon acceleration or redemption or otherwise) or after the date, if any, on which the Issuer becomes obligated to acquire a Security, whether upon conversion, by purchase or otherwise.

"Issuer" means Triton Energy Corporation, a Texas corporation, and, subject to Article Nine, its successors and assigns.

"Issuer Order" means a written statement, request or order of the Issuer which is signed in its name by the chairman of the Board of Directors, the president or any vice president of the Issuer, and delivered to the Trustee.

"Officers' Certificate", when used with respect to the Issuer, means a certificate signed by the chairman of the Board of Directors, the president, or any vice president and by the treasurer, any assistant treasurer, the controller, any assistant controller, the secretary or any assistant secretary of the Issuer. Each such certificate shall include the statements provided for in Section 11.5 if and to the extent required by the provisions of such Section 11.5. One of the officers signing an Officers' Certificate given pursuant to Section 4.3 shall be the principal executive, financial or accounting officer of the Issuer.

"Opinion of Counsel" means an opinion in writing signed by the chief counsel of the Issuer or by such other legal counsel who may be an employee of or counsel to the Issuer and who shall be reasonably satisfactory to the Trustee. Each such opinion shall include the statements provided for in Section 11.5, if and to the extent required by the provisions of such Section 11.5.

"original issue date" of any Security (or portion thereof) means the earlier of (a) the date of such Security or (b) the date of any Security (or portion thereof) for which such Security was issued (directly or indirectly) on registration of transfer, exchange or substitution.

"original issue discount" of any debt security, including any Original Issue Discount Security, means the difference between the principal amount of such debt security and the initial issue price of such debt security (as set forth in the case of an Original Issue Discount Security on the face of such Security).

"Original Issue Discount Security" means any Security that provides for an amount less than the principal amount thereof to be due and payable upon a declaration of acceleration of the maturity thereof pursuant to Article Five.

"Outstanding" when used with reference to Securities, shall, subject to the provisions of Section 7.4, mean, as of any particular time, all Securities authenticated and delivered by the Trustee under this Indenture, except:

(a) Securities theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Securities (other than Securities of any series as to which the provisions of Article Ten hereof shall not be applicable), or portions thereof, for the payment or redemption of which moneys or U.S. Government Obligations (as provided for in Section 10.1) in the necessary amount shall have been deposited in trust with the Trustee or with any paying agent (other than the Issuer) or shall have been set aside, segregated and held in trust by the Issuer for the Holders of such Securities (if the Issuer shall act as its own paying agent), provided that, if such Securities, or portions thereof, are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as herein provided, or provision satisfactory to the Trustee shall have been made for giving such notice; and

(c) Securities which shall have been paid or in substitution for which other Securities shall have been authenticated and delivered pursuant to the terms of Section 2.9 (except with respect to any such Security as to which proof satisfactory to the Trustee is presented that such Security is held by a Person in whose hands such Security is a legal, valid and binding obligation of the Issuer).

In determining whether the Holders of the requisite aggregate principal amount of Outstanding Securities of any or all series have given any request, demand, authorization, direction, notice, consent or waiver hereunder, the principal amount of an Original Issue Discount Security that shall be deemed to be Outstanding for such purposes shall be the portion of the principal amount thereof that would be due and payable as of the date of such determination (as certified by the Issuer to

the Trustee) upon a declaration of acceleration of the maturity thereof pursuant to Article Five.

"Periodic Offering" means an offering of Securities of a series from time to time, the specific terms of which Securities, including, without limitation, the rate or rates of interest, if any, thereon, the stated maturity or maturities thereof and the redemption provisions, if any, with respect thereto, are to be determined by the Issuer or its agents upon the issuance of such Securities.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, estate, unincorporated organization or government or any agency or political subdivision thereof.

"Place of Payment", when used with respect to the Securities of any series, means the place or places where the principal of and interest, if any, on the Securities of such series are payable as determined in accordance with Section 2.3.

"principal" of a debt security, including any Security, means the amount (including, without limitation, if and to the extent applicable, any premium and, in the case of an Original Issue Discount Security, any accrued original issue discount, but excluding interest) that is payable with respect to such debt security as of any date and for any purpose (including, without limitation, in connection with any sinking fund, if any, upon any redemption at the option of the Issuer, upon any purchase or exchange at the option of the Issuer or the holder of such debt security and upon any acceleration of the maturity of such debt security).

"principal amount" of a debt security, including any Security, means the principal amount as set forth on the face of such debt security.

"record date" shall have the meaning set forth in Section 2.7.

"Responsible Officer", when used with respect to the Trustee, means any officer of the Trustee with direct responsibility for the administration of this Indenture.

"Restricted Subsidiary" means (a) any Subsidiary other than an Unrestricted Subsidiary, and (b) any Subsidiary which was an Unrestricted Subsidiary but which, subsequent to the date hereof, is designated by the Issuer (by Board Resolution) to be a Restricted Subsidiary; provided, however, that the Issuer may not designate any such Subsidiary to be a Restricted Subsidiary if the Issuer would thereby breach any covenant or

agreement herein contained (on the assumptions that any outstanding Indebtedness of such Subsidiary was incurred at the time of such designation).

"Securities Act" shall have the meaning set forth in Section 1.1.

"Security" or "Securities" has the meaning stated in the first recital of this Indenture or, as the case may be, Securities that have been authenticated and delivered pursuant to this Indenture.

"Senior Indebtedness" means Indebtedness of the Issuer outstanding at any time except (a) any Indebtedness as to which, by the terms of the instrument creating or evidencing the same, it is provided that such Indebtedness is not senior in right of payment to the Securities, (b) the Securities, (c) any Indebtedness of the Issuer to a wholly-owned Subsidiary of the Issuer, (d) interest accruing after the filing of a petition initiating any proceeding referred to in Sections 5.1(e) and 5.1(f) unless such interest is an allowed claim enforceable against the Issuer in a proceeding under federal or state bankruptcy laws and (e) trade payables.

"Senior Subordinated Indebtedness" means the Securities and any other Indebtedness of the Issuer that ranks pari passu with the Securities. Any Indebtedness of the Issuer that is subordinate or junior by its terms in right of payment to any other Indebtedness of the Issuer shall be subordinate to Senior Subordinated Indebtedness unless the instrument creating or evidencing the same or pursuant to which the same is outstanding specifically provides that such Indebtedness (i) is to rank pari passu with other Senior Subordinated Indebtedness and (ii) is not subordinated by its terms to any Indebtedness of the Issuer which is not Senior Indebtedness.

"Subordinated Indebtedness" means the Securities, any other Senior Subordinated Indebtedness and any other Indebtedness that is subordinate or junior in right of payment to Senior Indebtedness.

"Subsidiary" means any corporation of which the Issuer, or the Issuer and one or more Subsidiaries, or any one or more Subsidiaries, directly or indirectly own voting securities entitling any one or more of the Issuer and its Subsidiaries to elect a majority of the directors, either at all times or, so long as there is no default or contingency which permits the holders of any other class or classes of securities to vote for the election of one or more directors.

"Trust Indenture Act of 1939" (except as otherwise

provided in Sections 8.1 and 8.2) means the Trust Indenture Act of 1939, as amended by the Trust Indenture Reform Act of 1990, as in force at the date as of which this Indenture is originally executed.

"Trustee" means the Person identified as "Trustee" in the first paragraph hereof and, subject to the provisions of Article Six, shall also include any successor trustee. "Trustee" shall also mean or include each Person who is then a trustee hereunder and, if at any time there is more than one such Person, "Trustee" as used with respect to the Securities of any series shall mean the trustee with respect to the Securities of such series.

"Unrestricted Subsidiary" means (a) any Subsidiary acquired or organized after the date hereof, provided, however, that such Subsidiary shall not be a successor, directly or indirectly, to any Restricted Subsidiary, and (b) any Subsidiary substantially all the assets of which consist of stock or other securities of a Subsidiary or Subsidiaries of the character described in clause (a) of this paragraph, unless and until such Subsidiary shall have been designated to be a Restricted Subsidiary pursuant to clause (b) of the definition of "Restricted Subsidiary".

"U.S. Government Obligations" shall have the meaning set forth in Section 10.1(B).

"vice president," when used with respect to the Issuer or the Trustee, means any vice president, regardless of whether designated by a number or a word or words added before or after the title "vice president."

"Yield to Maturity" means the yield to maturity on a series of Securities, calculated at the time of issuance of such series, or, if applicable, at the most recent redetermination of interest on such series, and calculated in accordance with generally accepted financial practice or as otherwise provided in the terms of such series of Securities.

ARTICLE TWO
SECURITIES

SECTION 2.1 Forms Generally. The Securities of each series shall be substantially in such form (not inconsistent with this Indenture) as shall be established by or pursuant to one or more Board Resolutions (as set forth in a Board Resolution or, to the extent established pursuant to rather than set forth in a Board Resolution, an Officers' Certificate detailing such establishment) or in one or more indentures supplemental hereto,

in each case with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have imprinted or otherwise reproduced thereon such legend or legends or endorsements, not inconsistent with the provisions of this Indenture, as may be required to comply with any law or with any rules or regulations pursuant thereto, or with any rules of any securities exchange or to conform to general usage, all as may be determined by the officers executing such Securities, as evidenced by their execution of such Securities.

The definitive Securities shall be printed, lithographed or engraved on steel engraved borders or may be produced in any other manner, all as determined by the officers executing such Securities as evidenced by their execution of such Securities.

SECTION 2.2 Form of Trustee's Certificate of Authentication. The Trustee's certificate of authentication on all Securities shall be substantially as follows:

This is one of the Securities of the series designated herein referred to in the within mentioned Indenture.

UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee

By_____
Authorized Signatory

If at any time there shall be an Authenticating Agent appointed with respect to any series of Securities, then the Securities of such series shall bear, in addition to the Trustee's certificate of authentication, an alternate Certificate of Authentication which shall be substantially as follows:

This is one of the Securities of the series designated herein referred to in the within mentioned Indenture.

UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee

By_____
as Authenticating Agent

By_____
Authorized Signatory

SECTION 2.3 Amount Unlimited Issuable in Series. The aggregate principal amount of Securities which may be authenticated and delivered under this Indenture is unlimited.

The Securities may be issued in one or more series and the Securities of each such series shall rank equally and pari passu with the Securities of each other series, but all Securities issued hereunder shall be subordinate and junior in right of payment, to the extent and in the manner set forth in Article Thirteen, to all Senior Indebtedness. There shall be established in or pursuant to one or more Board Resolutions (and, to the extent established pursuant to rather than set forth in a Board Resolution, in an Officers' Certificate detailing such establishment) or established in one or more indentures supplemental hereto, prior to the initial issuance of Securities of any series:

(1) the designation of the Securities of the series, which shall distinguish the Securities of such series from the Securities of all other series;

(2) any limit upon the aggregate principal amount of the Securities of the series that may be authenticated and delivered under this Indenture (except for Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of the series pursuant to Section 2.8, 2.9, 2.11, 8.5 or 12.3);

(3) the date or dates on which the principal of the Securities of the series is payable;

(4) the rate or rates at which the Securities of the series shall bear interest, if any, the date or dates from which any such interest shall accrue, on which any such interest shall be payable and on which a record shall be taken for the determination of Holders to whom any such interest is payable or the method by which such rate or rates or date or dates shall be determined or both;

(5) the place or places where and the manner in which the principal of, premium, if any, and interest, if any, on Securities of the series shall be payable (if other than as provided in Section 3.2) and the office or agency for the Securities of the series maintained by the Issuer pursuant to Section 3.2;

(6) the right, if any, of the Issuer to redeem,

purchase or repay Securities of the series, in whole or in part, at its option and the period or periods within which, the price or prices (or the method by which such price or prices shall be determined or both) at which, the form or method of payment therefor if other than in cash and any terms and conditions upon which and the manner in which (if different from the provisions of Article Twelve) Securities of the series may be so redeemed, purchased or repaid, in whole or in part pursuant to any sinking fund or otherwise;

(7) the obligation, if any, of the Issuer to redeem, purchase or repay Securities of the series in whole or in part pursuant to any mandatory redemption, sinking fund or analogous provisions or at the option of a Holder thereof and the period or periods within which the price or prices (or the method by which such price or prices shall be determined or both) at which, the form or method of payment therefor if other than in cash and any terms and conditions upon which and the manner in which (if different from the provisions of Article Twelve) Securities of the series shall be redeemed, purchased or repaid, in whole or in part, pursuant to such obligation;

(8) if other than denominations of $1,000 and any integral multiple thereof, the denominations in which Securities of the series shall be issuable;

(9) if other than the principal amount thereof, the portion of the principal amount of Securities of the series which shall be payable upon acceleration of the maturity thereof;

(10) whether Securities of the series will be issuable as Global Securities;

(11) if the Securities of such series are to be issuable in definitive form (whether upon original issue or upon exchange of a temporary Security of such series) only upon receipt of certain certificates or other documents or satisfaction of other conditions, the form and terms of such certificates, documents or conditions;

(12) any trustees, depositaries, authenticating or paying agents, transfer agents or registrars or any other agents with respect to the Securities of such series;

(13) any deleted, modified or additional events of default or remedies or any additional covenants with respect to the Securities of such series;

(14) whether the provisions of Section 10.1(C) will

be applicable to Securities of such series;

(15) any provision relating to the issuance of Securities of such series at an original issue discount (including, without limitation, the issue price thereof, the rate or rates at which such original issue discount shall accrete, if any, and the date or dates from or to which or period or periods during which such original issue discount shall accrete at such rate or rates);

(16) if other than Dollars, the foreign currency in which payment of the principal of, premium, if any, and interest, if any, on the Securities of such series shall be payable;

(17) if other than United States Trust Company of New York is to act as Trustee for the Securities of such series, the name and Corporate Trust Office of such Trustee;

(18) if the amounts of payments of principal of, premium, if any, and interest, if any, on the Securities of such series are to be determined with reference to an index, the manner in which such amounts shall be determined; and

(19) any other terms of the series.

All Securities of any one series shall be substantially identical, except as to denomination and except as may otherwise be provided by or pursuant to the Board Resolution or Officers' Certificate referred to above or as set forth in any such indenture supplemental hereto. All Securities of any one series need not be issued at the same time and may be issued from time to time, consistent with the terms of this Indenture, if so provided by or pursuant to such Board Resolution, such Officers' Certificate or in any such indenture supplemental hereto.

Any such Board Resolution or Officers' Certificate referred to above with respect to Securities of any series filed with the Trustee on or before the initial issuance of the Securities of such series shall be incorporated herein by reference with respect to Securities of such series and shall thereafter be deemed to be a part of the Indenture for all purposes relating to Securities of such series as fully as if such Board Resolution or Officers' Certificate were set forth herein in full.

SECTION 2.4 Authentication and Delivery of Securities. The Issuer may deliver Securities of any series executed by the Issuer to the Trustee for authentication together with the applicable documents referred to below in this Section 2.4, and the Trustee shall thereupon authenticate and deliver

such Securities to, or upon the order of the Issuer (contained in the Issuer Order referred to below in this Section 2.4) or pursuant to such procedures acceptable to the Trustee and to such recipients as may be specified from time to time by an Issuer Order. The maturity date, original issue date, interest rate, if any, and any other terms of the Securities of such series shall be determined by or pursuant to such Issuer Order and procedures. If provided for in such procedures and agreed to by the Trustee, such Issuer Order may authorize authentication and delivery pursuant to oral instructions from the Issuer or its duly authorized agent, which instructions shall be promptly confirmed in writing. In authenticating the Securities of such series and accepting the additional responsibilities under this Indenture in relation to such Securities, the Trustee shall be entitled to receive (in the case of subparagraphs (2), (3) and (4) below only at or before the time of the first request of the Issuer to the Trustee to authenticate Securities of such series) and (subject to Section 6.1) shall be fully protected in relying upon, unless and until such documents have been superseded or revoked:

(1) an Issuer Order requesting such authentication and setting forth delivery instructions if the Securities of such series are not to be delivered to the Issuer, provided that, with respect to Securities of a series subject to a Periodic Offering, (a) such Issuer Order may be delivered by the Issuer to the Trustee prior to the delivery to the Trustee of such Securities for authentication and delivery, (b) the Trustee shall authenticate and deliver Securities of such series for original issue from time to time, in an aggregate principal amount not exceeding the aggregate principal amount established for such series, pursuant to an Issuer Order or pursuant to procedures acceptable to the Trustee as may be specified from time to time by an Issuer Order, (c) the maturity date or dates, original issue date or dates, interest rate or rates, if any, and any other terms of Securities of such series shall be determined by an Issuer Order or pursuant to such procedures, (d) if provided for in such procedures, such Issuer Order may authorize authentication and delivery pursuant to oral or electronic instructions from the Issuer or its duly authorized agent or agents, which oral instructions shall be promptly confirmed in writing and (e) after the original issuance of the first Security of such series to be issued, any separate request by the Issuer that the Trustee authenticate Securities of such series for original issuance will be deemed to be a certification by the Issuer that it is in compliance with all conditions precedent provided for in this Indenture relating to the authentication and delivery of such Securities;

(2) the Board Resolution, Officers' Certificate or

executed supplemental indenture referred to in Sections 2.1 and 2.3 by or pursuant to which the forms and terms of the Securities of such series were established;

(3) an Officers' Certificate setting forth the form or forms and terms of the Securities stating that the form or forms and terms of the Securities have been established pursuant to Sections 2.1 and 2.3 and comply with this Indenture and covering such other matters as the Trustee may reasonably request; and

(4) either an Opinion of Counsel, or a letter from legal counsel addressed to the Trustee permitting it to rely on an Opinion of Counsel, substantially to the effect that:

(a) the form or forms of the Securities of such series have been duly authorized and established in conformity with the provisions of this Indenture;

(b) in the case of an underwritten offering, the terms of the Securities of such series have been duly authorized and established in conformity with the provisions of this Indenture, and, in the case of an offering that is not underwritten, certain terms of the Securities of such series have been established pursuant to a Board Resolution, an Officers' Certificate or a supplemental indenture in accordance with this Indenture, and when such other terms as are to be established pursuant to procedures set forth in an Issuer Order shall have been established, all such terms will have been duly authorized by the Issuer and will have been established in conformity with the provisions of this Indenture;

(c) when the Securities of such series have been executed by the Issuer and authenticated by the Trustee in accordance with the provisions of this Indenture and delivered to and duly paid for by the purchasers thereof, they will have been duly issued under this Indenture and will be valid and legally binding obligations of the Issuer, enforceable in accordance with their respective terms, and will be entitled to the benefits of this Indenture; and

(d) the execution and delivery by the Issuer of, and the performance by the Issuer of its obligations under, the Securities of such series will not contravene any provision of applicable law or the articles of incorporation or bylaws of the Issuer or any agreement or other instrument binding upon the

Issuer or any of its Subsidiaries that is material to the Issuer and its Subsidiaries, considered as one enterprise, or, to such counsel's knowledge after the inquiry indicated therein (which shall be reasonable), any judgment, order or decree of any governmental agency or any court having jurisdiction over the Issuer or any Subsidiary, and no consent, approval or authorization of any governmental body or agency is required for the performance by the Issuer of its obligations under the Securities, except such as are specified and have been obtained and such as may be required by the securities or blue sky laws of the various states in connection with the offer and sale of the Securities.

In addition, if the authentication and delivery relates to a new series of Securities created by an indenture supplemental hereto, such Opinion of Counsel shall also state that all laws and requirements with respect to the form and execution by the Issuer of the supplemental indenture with respect to the series of Securities have been complied with, the Issuer has corporate power to execute and deliver any such supplemental indenture and has taken all necessary corporate action for those purposes and any such supplemental indenture has been executed and delivered and constitutes the legal, valid and binding obligation of the Issuer enforceable in accordance with its terms.

In rendering such opinions, such counsel may qualify any opinions as to enforceability by stating that such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium and other similar laws affecting the rights and remedies of creditors and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Such counsel may rely, as to all matters governed by the laws of jurisdictions other than the State of Texas and the federal law of the United States, upon opinions of other counsel (copies of which shall be delivered to the Trustee), who shall be counsel reasonably satisfactory to the Trustee, in which case the opinion shall state that such counsel believes that both such counsel and the Trustee are entitled so to rely. Such counsel may also state that, insofar as such opinion involves factual matters, such counsel has relied, to the extent such counsel deems proper, upon certificates of officers of the Issuer and its Subsidiaries and certificates of public officials.

The Trustee shall have the right to decline to authenticate and deliver any Securities of any series under this Section 2.4 if the Trustee, being advised by counsel, determines that such action may not lawfully be taken by the Issuer, or if

the Trustee in good faith by its board of directors or board of trustees, executive committee or a trust committee of directors or trustees or Responsible Officers shall determine that such action would expose the Trustee to personal liability to existing Holders or would adversely affect the Trustee's own rights, duties or immunities under the Securities, this Indenture or otherwise.

If the Issuer shall establish pursuant to Section 2.3 that the Securities of a series are to be issued in the form of one or more Global Securities, then the Issuer shall execute and the Trustee shall, in accordance with this Section 2.4 and the Issuer Order with respect to such series, authenticate and deliver one or more Global Securities that (i) shall represent and shall be denominated in an amount equal to the aggregate principal amount of all of the Securities of such series to be issued in the form of Global Securities and not yet cancelled, (ii) shall be registered in the name of the Depositary for such Global Security or Securities or the nominee of such Depositary, (iii) shall be delivered by the Trustee to such Depositary or pursuant to such Depositary's instructions, and (iv) shall bear a legend substantially to the following effect: "Unless and until it is exchanged in whole or in part for Securities in definitive registered form, this Security may not be transferred except as a whole by the Depositary to the nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary."

Each Depositary designated pursuant to Section 2.3 must, at the time of its designation and at all times while it serves as Depositary, be a clearing agency registered under the Securities Exchange Act of 1934, as amended, and any other applicable statute or regulation.

SECTION 2.5 Execution of Securities. The Securities shall be signed on behalf of the Issuer by the chairman of the Board of Directors, the president, any vice president or the treasurer of the Issuer, under its corporate seal which may, but need not, be attested by its secretary or one of its assistant secretaries. Such signatures may be the manual or facsimile signatures of the present or any future such officers. The seal of the Issuer may be in the form of a facsimile thereof and may be impressed, affixed, imprinted or otherwise reproduced on the Securities. Typographical and other minor errors or defects in any such reproduction of the seal or any such signature shall not affect the validity or enforceability of any Security that has been duly authenticated and delivered by the Trustee.

In case any officer of the Issuer who shall have

signed any of the Securities shall cease to be such officer before the Security so signed shall be authenticated and delivered by the Trustee or disposed of by the Issuer, such Security nevertheless may be authenticated and delivered or disposed of as though the person who signed such Security had not ceased to be such officer of the Issuer; and any Security may be signed on behalf of the Issuer by such persons as, at the actual date of the execution of such Security, shall be the proper officers of the Issuer, although at the date of the execution and delivery of this Indenture any such person was not such an officer.

SECTION 2.6 Certificate of Authentication. Only such Securities as shall bear thereon a certificate of authentication substantially in the form hereinbefore recited, executed by the Trustee by the manual signature of one of its authorized signatories, or its Authenticating Agent, shall be entitled to the benefits of this Indenture or be valid or obligatory for any purpose. The execution of such certificate by the Trustee or its Authenticating Agent upon any Security executed by the Issuer shall be conclusive evidence that the Security so authenticated has been duly authenticated and delivered hereunder and that the Holder is entitled to the benefits of this Indenture. Each reference in this Indenture to authentication by the Trustee includes authentication by an agent appointed pursuant to Section 6.14.

SECTION 2.7 Denomination and Date of Securities; Payments of Interest. The Securities of each series shall be issuable in registered form in denominations established as contemplated by Section 2.3 or, with respect to the Securities of any series, if not so established, in denominations of $1,000 and any integral multiple thereof. The Securities of each series shall be numbered, lettered or otherwise distinguished in such manner or in accordance with such plan as the officers of the Issuer executing the same may determine with the approval of the Trustee, as evidenced by the execution and authentication thereof.

Each Security shall be dated the date of its authentication. The Securities of each series shall bear interest, if any, from the date, and such interest, if any, shall be payable on the dates, established as contemplated by Section 2.3.

The Person in whose name any Security of any series is registered at the close of business on any record date applicable to a particular series with respect to any interest payment date for such series shall be entitled to receive the interest, if any, payable on such interest payment date notwithstanding any transfer or exchange of such Security

subsequent to the record date and prior to such interest payment date, except if and to the extent the Issuer shall default in the payment of the interest due on such interest payment date for such series, in which case such defaulted interest shall be paid to the Persons in whose names Outstanding Securities for such series are registered (a) at the close of business on a subsequent record date (which shall be not less than five Business Days prior to the date of payment of such defaulted interest) established by notice given by mail by or on behalf of the Issuer to the Holders of Securities not less than 15 days preceding such subsequent record date or (b) as determined by such other procedure as is mutually acceptable to the Issuer and the Trustee. The term "record date" as used with respect to any interest payment date (except a date for payment of defaulted interest) for the Securities of any series shall mean the date specified as such in the terms of the Securities of such series established as contemplated by Section 2.3, or, if no such date is so established, if such interest payment date is the first day of a calendar month, the fifteenth day of the next preceding calendar month or, if such interest payment date is the fifteenth day of a calendar month, the first day of such calendar month, whether or not such record date is a Business Day.

SECTION 2.8 Registration, Transfer and Exchange. The Issuer will keep at each office or agency to be maintained for the purpose as provided in Section 3.2 for each series of Securities a register or registers in which, subject to such reasonable regulations as it may prescribe, it will provide for the registration of Securities of each series and the registration of transfer of Securities of such series. Each such register shall be in written form in the English language or in any other form capable of being converted into such form within a reasonable time. At all reasonable times such register or registers shall be open for inspection and available for copying by the Trustee.

Upon due presentation for registration of transfer of any Security of any series at any such office or agency to be maintained for the purpose as provided in Section 3.2, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Security or Securities of the same series, maturity date, interest rate, if any, and original issue date in authorized denominations for a like aggregate principal amount.

All Securities presented for registration of transfer shall (if so required by the Issuer or the Trustee) be duly endorsed by, or be accompanied by a written instrument or instruments of transfer in form satisfactory to the Issuer and the Trustee duly executed by, the Holder or his attorney duly authorized in writing.

At the option of the Holder thereof, Securities of any series (other than a Global Security, except as set forth below) may be exchanged for a Security or Securities of such series having authorized denominations and an equal aggregate principal amount, upon surrender of such Securities to be exchanged at the agency of the Issuer that shall be maintained for such purpose in accordance with Section 3.2. All Securities surrendered upon any exchange or registration of transfer provided for in this Indenture shall be promptly cancelled and returned to the Issuer.

The Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer of Securities. No service charge shall be made for any such transaction or for any exchange of Securities of any series as contemplated by the immediately preceding paragraph.

The Issuer shall not be required to exchange or register a transfer of (a) any Securities of any series for a period of 15 days next preceding the first mailing or publication of notice of redemption of Securities of such series to be redeemed, (b) any Securities selected, called or being called for redemption, in whole or in part, except, in the case of any Security to be redeemed in part, the portion thereof not so to be redeemed or (c) any Security if the Holder thereof has exercised his right, if any, to require the Issuer to repurchase such Security in whole or in part, except the portion of such Security not required to be repurchased.

Notwithstanding any other provision of this Section 2.8, unless and until it is exchanged in whole or in part for Securities in definitive registered form, a Global Security representing all or a part of the Securities of a series may not be transferred except as a whole by the Depositary for such series to a nominee of such Depositary or by a nominee of such Depositary to such Depositary or another nominee of such Depositary or by such Depositary or any such nominee to a successor Depositary for such series or a nominee of such successor Depositary.

If at any time the Depositary for any Securities of a series represented by one or more Global Securities notifies the Issuer that it is unwilling or unable to continue as Depositary for such Securities or if at any time the Depositary for such Securities shall no longer be eligible under Section 2.4, the Issuer shall appoint a successor Depositary with respect to such Securities. If a successor Depositary for such Securities is not appointed by the Issuer within 90 days after the Issuer receives such notice or becomes aware of such

ineligibility, the Issuer's election pursuant to Section 2.3 that such Securities be represented by one or more Global Securities shall no longer be effective and the Issuer shall execute, and the Trustee, upon receipt of an Issuer Order for the authentication and delivery of definitive Securities of such series, will authenticate and deliver Securities of such series in definitive registered form, in any authorized denominations, in an aggregate principal amount equal to the principal amount of the Global Security or Securities representing such Securities in exchange for such Global Security or Securities.

The Issuer may at any time and in its sole discretion determine that the Securities of any series issued in the form of one or more Global Securities shall no longer be represented by a Global Security or Securities. In such event the Issuer shall execute, and the Trustee, upon receipt of an Issuer Order for the authentication and delivery of definitive Securities of such series, shall authenticate and deliver, Securities of such series in definitive registered form, in any authorized denominations, in an aggregate principal amount equal to the principal amount of the Global Security or Securities representing such Securities, in exchange for such Global Security or Securities.

If specified by the Issuer pursuant to Section 2.3 with respect to Securities represented by a Global Security, the Depositary for such Global Security may surrender such Global Security in exchange in whole or in part for Securities of the same series in definitive registered form on such terms as are acceptable to the Issuer and such Depositary. Thereupon, the Issuer shall execute, and the Trustee shall authenticate and deliver, without service charge,

(i) to the Person specified by such Depositary, a new Security or Securities of the same series, of any authorized denominations as requested by such Person, in an aggregate principal amount equal to and in exchange for such Person's beneficial interest in the Global Security; and

(ii) to such Depositary a new Global Security in a denomination equal to the difference, if any, between the principal amount of the surrendered Global Security and the aggregate principal amount of Securities authenticated and delivered pursuant to clause (i) above.

Upon the exchange of a Global Security for Securities in definitive registered form in authorized denominations, such Global Security shall be cancelled by the Trustee or an agent of the Trustee. Securities in definitive registered form issued in exchange for a Global Security pursuant to this Section 2.8 shall be registered in such names and in such

authorized denominations as the Depositary for such Global Security, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee or an agent of the Trustee or the Issuer or an agent of the Issuer. The Trustee or such agent shall deliver at its office such Securities to or as directed by the Persons in whose names such Securities are so registered.

All Securities issued upon any registration of transfer or exchange of Securities shall be valid and legally binding obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Securities surrendered upon such registration of transfer or exchange.

SECTION 2.9 Mutilated, Defaced, Destroyed, Lost and Stolen Securities. In case any temporary or definitive Security shall become mutilated, defaced or be destroyed, lost or stolen, the Issuer in its discretion may execute, and upon the written request of any officer of the Issuer, the Trustee shall authenticate and deliver a new Security of the same series, maturity date, interest rate, if any, and original issue date, bearing a number or other distinguishing symbol not contemporaneously outstanding, in exchange and substitution for the mutilated or defaced Security, or in lieu of and in substitution for the Security so destroyed, lost or stolen. In every case the applicant for a substitute Security shall furnish to the Issuer and to the Trustee and any agent of the Issuer or the Trustee such security or indemnity as may be required by the Trustee or the Issuer or any such agent to indemnify and defend and to save each of the Trustee and the Issuer and any such agent harmless and, in every case of destruction, loss or theft, evidence to their satisfaction of the destruction, loss or theft of such Security and of the ownership thereof and in the case of mutilation or defacement, shall surrender the Security to the Trustee or such agent.

Upon the issuance of any substitute Security, the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee or its agent) connected therewith. In case any Security which has matured or is about to mature or has been called for redemption in full shall become mutilated or defaced or be destroyed, lost or stolen, the Issuer may instead of issuing a substitute Security, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated or defaced Security), if the applicant for such payment shall furnish to the Issuer and to the Trustee and any agent of the Issuer or the Trustee such security or indemnity as any of them may require to hold each of them harmless, and, in every

case of destruction, loss or theft, the applicant shall also furnish to the Issuer and the Trustee and any agent of the Issuer or the Trustee evidence to the Trustee's satisfaction of the destruction, loss or theft of such Security and of the ownership thereof.

Every substitute Security of any series issued pursuant to the provisions of this Section by virtue of the fact that any such Security is destroyed, lost or stolen shall constitute an additional contractual obligation of the Issuer, whether or not the destroyed, lost or stolen Security shall be at any time enforceable by anyone and shall be entitled to all the benefits of (but shall be subject to all the limitations of rights set forth in) this Indenture equally and proportionately with any and all other Securities of such series duly authenticated and delivered hereunder. All Securities shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, defaced, destroyed, lost or stolen Securities and shall preclude any and all other rights or remedies notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

SECTION 2.10 Cancellation of Securities; Disposition Thereof. All Securities surrendered for payment, redemption, registration of transfer or exchange, or for credit against any payment in respect of a sinking or analogous fund, if surrendered to the Issuer or any agent of the Issuer or the Trustee or any agent of the Trustee, shall be delivered to the Trustee or its agent for cancellation or, if surrendered to the Trustee, shall be cancelled by it; and no Securities shall be issued in lieu thereof except as expressly permitted by any of the provisions of this Indenture. The Trustee shall dispose of all cancelled Securities in accordance with its standard procedures and shall deliver a certificate of such disposition to the Company. If the Issuer or its agent shall acquire any of the Securities, such acquisition shall not operate as a redemption or satisfaction of the indebtedness represented by such Securities unless and until the same are delivered to the Trustee or its agent for cancellation.

SECTION 2.11 Temporary Securities. Pending the preparation of definitive Securities for any series, the Issuer may execute and the Trustee shall authenticate and deliver temporary Securities for such series (printed, lithographed, typewritten or otherwise reproduced, in each case in form satisfactory to the Trustee). Temporary Securities of any series shall be issuable in any authorized denomination, and substantially in the form of the definitive Securities of such

series but with such omissions, insertions and variations as may be appropriate for temporary Securities, all as may be determined by the Issuer with the concurrence of the Trustee as evidenced by the execution and authentication thereof. Temporary Securities may contain such references to any provisions of this Indenture as may be appropriate. Every temporary Security shall be executed by the Issuer and be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as the definitive Securities. Without unreasonable delay the Issuer shall execute and shall furnish definitive Securities of such series and thereupon temporary Securities of such series may be surrendered in exchange therefor without charge at each office or agency to be maintained by the Issuer for that purpose pursuant to Section 3.2 and the Trustee shall authenticate and deliver in exchange for such temporary Securities of such series an equal aggregate principal amount of definitive Securities of the same series having authorized denominations. Until so exchanged, the temporary Securities of any series shall be entitled to the same benefits under this Indenture as definitive Securities of such series, unless otherwise established pursuant to Section 2.3.

SECTION 2.12 CUSIP Numbers. The Issuer in issuing the Securities may use "CUSIP" numbers (if then generally in use), and, if so, the Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Holders; provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Securities or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Securities, and any such redemption shall not be affected by any defect in or omission of such numbers.

ARTICLE THREE
COVENANTS OF THE ISSUER

SECTION 3.1 Payment of Principal and Interest. The Issuer covenants and agrees that it will duly and punctually pay or cause to be paid the principal of, premium, if any, and interest, if any, on each of the Securities at the place, at the respective times and in the manner provided in the Securities.

SECTION 3.2 Offices for Notices and Payments, etc. So long as any of the Securities are Outstanding, the Issuer will maintain in each Place of Payment, an office or agency where the Securities may be presented for payment, an office or agency where the Securities may be presented for registration of transfer and for exchange as provided in this Indenture, and an office or agency where notices and demands to or upon the Issuer in respect of the Securities or of this Indenture may be served.

In case the Issuer shall at any time fail to maintain any such office or agency, or shall fail to give notice to the Trustee of any change in the location thereof, presentation may be made and notice and demand may be served in respect of the Securities or of this Indenture at the Corporate Trust Office. The Issuer hereby initially designates the Corporate Trust Office for each such purpose and appoints the Trustee as registrar and paying agent and as the agent upon whom notices and demands may be served with respect to the Securities.

SECTION 3.3 No Interest Extension. In order to prevent any accumulation of claims for interest after maturity thereof, the Issuer will not directly or indirectly extend or consent to the extension of the time for the payment of any claim for interest on any of the Securities and will not directly or indirectly be a party to or approve any such arrangement by the purchase or funding of said claims or in any other manner; provided, however, that this Section 3.3 shall not apply in any case where an extension shall be made pursuant to a plan proposed by the Issuer to the Holders of all Securities of any series then Outstanding.

SECTION 3.4 Appointments to Fill Vacancies in Trustee's Office. The Issuer, whenever necessary to avoid or fill a vacancy in the office of the Trustee, will appoint, in the manner provided in Section 6.10, a Trustee, so that there shall at all times be a Trustee hereunder.

SECTION 3.5 Provision as to Paying Agent. (a) If the Issuer shall appoint a paying agent other than the Trustee, it will cause such paying agent to execute and deliver to the Trustee an instrument in which such paying agent shall agree with the Trustee, subject to the provisions of this Section 3.5,

(1) that it will hold all sums held by it as such paying agent for the payment of the principal of or interest, if any, on the Securities (whether such sums have been paid to it by the Issuer or by any other obligor on the Securities) in trust for the benefit of the Holders of the Securities and the Trustee; and

(2) that it will give the Trustee notice of any failure by the Issuer (or by any other obligor on the Securities) to make any payment of the principal of, premium, if any, or interest, if any, on the Securities when the same shall be due and payable; and

(3) that it will, at any time during the continuance of any such failure, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such paying agent.

(b) If the Issuer shall act as its own paying agent, it will, on or before each due date of the principal of or interest, if any, on the Securities, set aside, segregate and hold in trust for the benefit of the Holders of the Securities a sum sufficient to pay such principal, premium, if any, or interest, if any, so becoming due and will notify the Trustee of any failure to take such action and of any failure by the Issuer (or by any other obligor under the Securities) to make any payment of the principal of, premium, if any, or interest, if any, on the Securities when the same shall become due and payable.

(c) Anything in this Section 3.5 to the contrary notwithstanding, the Issuer may, at any time, for the purpose of obtaining a satisfaction and discharge of this Indenture, or for any other reason, pay or cause to be paid to the Trustee all sums held in trust by it, or any paying agent hereunder, as required by this Section 3.5, such sums to be held by the Trustee upon the trusts herein contained.

(d) Anything in this Section 3.5 to the contrary notwithstanding, any agreement of the Trustee or any paying agent to hold sums in trust as provided in this Section 3.5 is subject to Sections 10.3 and 10.4.

(e) Whenever the Issuer shall have one or more paying agents, it will, on or before each due date of the principal of or interest, if any, on any Securities, deposit with a paying agent a sum sufficient to pay the principal, premium, if any, or interest, if any, so becoming due, such sum to be held in trust for the benefit of the Persons entitled to such principal, premium, if any, or interest, if any, and (unless such paying agent is the Trustee) the Issuer will promptly notify the Trustee of its action or failure so to act.

ARTICLE FOUR
SECURITYHOLDERS LISTS AND REPORTS BY THE ISSUER AND THE TRUSTEE

SECTION 4.1 Issuer to Furnish Trustee Information as to Names and Addresses of Securityholders. The Issuer and any other obligor on the Securities covenant and agree that they will furnish or cause to be furnished to the Trustee a list in such form as the Trustee may reasonably require of the names and addresses of the Holders of the Securities of each series:

(a) semiannually and not more than 15 days after each January 1 and July 1, and

(b) at such other times as the Trustee may request in writing, within 30 days after receipt by the Issuer of any such request,

provided that if and so long as the Trustee shall be the registrar for such series, such list shall not be required to be furnished.

SECTION 4.2 Preservation and Disclosure of Securityholders Lists. (a) The Trustee shall preserve, in as current a form as is reasonably practicable, all information as to the names and addresses of the Holders of each series of Securities (i) contained in the most recent list furnished to it as provided in Section 4.1, and (ii) received by it in the capacity of registrar or paying agent for such series, if so acting. The Trustee may destroy any list furnished to it as provided in Section 4.1 upon receipt of a new list so furnished.

(b) In case three or more Holders of Securities (hereinafter referred to as "applicants") apply in writing to the Trustee and furnish to the Trustee reasonable proof that each such applicant has owned a Security for a period of at least six months preceding the date of such application, and such application states that the applicants desire to communicate with other Holders of Securities of a particular series (in which case the applicants must all hold Securities of such series) or with Holders of all Securities with respect to their rights under this Indenture or under such Securities and such application is accompanied by a copy of the form of proxy or other communication which such applicants propose to transmit, then the Trustee shall, within five Business Days after the receipt of such application, at its election, either

(i) afford to such applicants access to the information preserved at the time by the Trustee in accordance with the provisions of subsection (a) of this Section 4.2, or

(ii) inform such applicants as to the approximate number of Holders of Securities of such series or of all Securities, as the case may be, whose names and addresses appear in the information preserved at the time by the Trustee, in accordance with the provisions of subsection (a) of this Section 4.2, and as to the approximate cost of mailing to such Securityholders the form of proxy or other communication, if any, specified in such application.

If the Trustee shall elect not to afford to such applicants access to such information, the Trustee shall, upon

the written request of such applicants, mail to each Securityholder of such series or all Holders of Securities, as the case may be, whose name and address appears in the information preserved at the time by the Trustee in accordance with the provisions of subsection (a) of this Section 4.2 a copy of the form of proxy or other communication which is specified in such request, with reasonable promptness after a tender to the Trustee of the material to be mailed and of payment, or provision for the payment, of the reasonable expenses of mailing, unless within five days after such tender, the Trustee shall mail to such applicants and file with the Commission, together with a copy of the material to be mailed, a written statement to the effect that, in the opinion of the Trustee, such mailing would be contrary to the best interests of the Holders of Securities of such series or of all Securities, as the case may be, or would be in violation of applicable law. Such written statement shall specify the basis of such opinion. If the Commission, after opportunity for a hearing upon the objections specified in the written statement so filed, shall enter an order refusing to sustain any of such objections or if, after the entry of an order sustaining one or more of such objections, the Commission shall find, after notice and opportunity for hearing, that all the objections so sustained have been met, and shall enter an order so declaring, the Trustee shall mail copies of such material to all such Securityholders with reasonable promptness after the entry of such order and the renewal of such tender; otherwise the Trustee shall be relieved of any obligation or duty to such applicants respecting their application.

(c) Each and every Holder of Securities, by receiving and holding the same, agrees with the Issuer and the Trustee that neither the Issuer nor the Trustee nor any agent of the Issuer or the Trustee shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the Holders of Securities in accordance with the provisions of subsection (b) of this Section 4.2, regardless of the source from which such information was derived, and that the Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under such subsection (b).

SECTION 4.3 Reports by the Issuer. The Issuer covenants:

(a) to file with the Trustee, within 15 days after the Issuer is required to file the same with the Commission, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may from time to time by rules and regulations prescribe) which the Issuer may be required to file with the Commission pursuant to Section 13 or Section 15(d) of the Exchange Act; or, if the Issuer is not required to file

information, documents or reports pursuant to either of such Sections, then to file with the Trustee and the Commission, in accordance with rules and regulations prescribed from time to time by the Commission, such of the supplementary and periodic information, documents and reports which may be required pursuant to Section 13 of the Exchange Act in respect of a debt security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations;

(b) to file with the Trustee and the Commission, in accordance with rules and regulations prescribed from time to time by the Commission, such additional information, documents and reports with respect to compliance by the Issuer with the conditions and covenants provided for in this Indenture as may be required from time to time by such rules and regulations;

(c) to transmit by mail to the Holders of Securities within 30 days after the filing thereof with the Trustee, in the manner and to the extent provided in Section 4.4(c), such summaries of any information, documents and reports required to be filed by the Issuer pursuant to subsections (a) and (b) of this Section 4.3 as may be required to be transmitted to such Holders by rules and regulations prescribed from time to time by the Commission; and

(d) furnish to the Trustee, not less than annually, a brief certificate from the principal executive officer, principal financial officer or principal accounting officer as to his knowledge of the Issuer's compliance with all conditions and covenants under this Indenture. For purposes of this subsection (d), such compliance shall be determined without regard to any period of grace or requirement of notice provided under this Indenture.

SECTION 4.4 Reports by the Trustee. (a) Within 60 days after January 1 of each year commencing with the year 1994, the Trustee shall transmit by mail to the Holders of Securities, as provided in subsection (c) of this Section 4.4, a brief report dated as of such January 1 with respect to any of the following events which may have occurred within the last 12 months (but if no such event has occurred within such period, no report need be transmitted):

(i) any change to its eligibility under Section 6.9 and its qualification under Section 6.8;

(ii) the creation of, or any material change to, a relationship specified in paragraph (1) through (10) of Section 310(b) of the Trust Indenture Act of 1939;

(iii) the character and amount of any advances (and if the Trustee elects so to state, the circumstances surrounding the making thereof) made by the Trustee (as such) which remain unpaid on the date of such report and for the reimbursement of which it claims or may claim a lien or charge, prior to that of the Securities of any series, on any property or funds held or collected by it as Trustee, except that the Trustee shall not be required (but may elect) to report such advances if such advances so remaining unpaid aggregate not more than 1/2 of 1% of the principal amount of all Securities Outstanding on the date of such report;

(iv) the amount, interest rate, if any, and maturity date of all other indebtedness owing by the Issuer (or by any other obligor on the Securities) to the Trustee in its individual capacity on the date of such report, with a brief description of any property held as collateral security therefor, except any indebtedness based upon a creditor relationship arising in any manner described in Section 311(b) of the Trust Indenture Act of 1939;

(v) any change to the property and funds, if any, physically in the possession of the Trustee (as such) on the date of such report;

(vi) any additional issue of Securities which the Trustee has not previously reported; and

(vii) any action taken by the Trustee in the performance of its duties under this Indenture which it has not previously reported and which in its opinion materially affects the Securities, except action in respect of a default, notice of which has been or is to be withheld by it in accordance with the provisions of Article Five.

(b) The Trustee shall transmit to the Securityholders of each series, as provided in subsection (c) of this Section 4.4, a brief report with respect to the character and amount of any advances (and if the Trustee elects so to state, the circumstances surrounding the making thereof) made by the Trustee, as such, since the date of the last report transmitted pursuant to the provisions of subsection (a) of this Section 4.4 (or if no such report has yet been so transmitted, since the date of this Indenture) for the reimbursement of which it claims or may claim a lien or charge prior to that of the Securities of such series on property or funds held or collected by it as Trustee and which it has not previously reported

pursuant to this subsection (b), except that the Trustee shall not be required (but may elect) to report such advances if such advances remaining unpaid at any time aggregate 10% or less of the principal amount of all Securities Outstanding at such time, such report to be transmitted within 90 days after such time.

(c) Reports pursuant to this Section shall be transmitted by mail:

(i) to all Holders of Securities, as the names and addresses of such Holders appear upon the registry books of the Issuer; and

(ii) to all other Persons to whom such reports are required to be transmitted pursuant to Section 313(c) of the Trust Indenture Act of 1939.

(d) A copy of each such report shall, at the time of such transmission to Securityholders, be furnished to the Issuer and be filed by the Trustee with each stock exchange upon which the Securities of any applicable series are listed and also with the Commission. The Issuer agrees to promptly notify the Trustee with respect to any series when and as the Securities of such series become admitted to trading on any national securities exchange.

ARTICLE FIVE
REMEDIES OF THE TRUSTEE AND SECURITY HOLDERS ON EVENT OF DEFAULT

SECTION 5.1 Events of Default. "Event of Default", wherever used herein with respect to Securities of any series, means any one or more of the following events (whatever the reason for such Event of Default and whether it shall be occasioned by the provisions of Article Thirteen or otherwise), unless it is either inapplicable to a particular series or it is specifically deleted or modified in or pursuant to the Board Resolution or supplemental indenture establishing such series of Securities or in the form of Security, for such series:

(a) default in the payment of the principal of or premium, if any, of the Securities of such series as and when the same shall become due and payable either at maturity, upon redemption, by declaration or otherwise; or

(b) default in the payment of any installment of interest upon any of the Securities of such series as and when the same shall become due and payable, and continuance of such default for a period of 30 days; or

(c) default in the payment or satisfaction of any sinking fund or other purchase obligation with respect to Securities of such series, as and when such obligation shall become due and payable; or

(d) failure on the part of the Issuer duly to observe or perform any other of the covenants or agreements on the part of the Issuer in the Securities of such series or in this Indenture continued for a period of 90 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given by certified or registered mail to the Issuer by the Trustee, or to the Issuer and the Trustee by the Holders of at least 25% in aggregate principal amount of the Securities of such series then Outstanding; or

(e) without the consent of the Issuer a court having jurisdiction shall enter an order for relief with respect to the Issuer under the Bankruptcy Code or without the consent of the Issuer a court having jurisdiction shall enter a judgment, order or decree adjudging the Issuer a bankrupt or insolvent, or enter an order for relief for reorganization, arrangement, adjustment or composition of or in respect of the Issuer under the Bankruptcy Code or applicable state insolvency law and the continuance of any such judgment, order or decree is unstayed and in effect for a period of 90 consecutive days; or

(f) the Issuer shall institute proceedings for entry of an order for relief with respect to the Issuer under the Bankruptcy Code or for an adjudication of insolvency, or shall consent to the institution of bankruptcy or insolvency proceedings against it, or shall file a petition seeking, or seek or consent to reorganization, arrangement, composition or relief under the Bankruptcy Code or any applicable state law, or shall consent to the filing of such petition or to the appointment of a receiver, custodian, liquidator, assignee, trustee, sequestrator or similar official of the Issuer or of substantially all of its property, or the Issuer shall make a general assignment for the benefit of creditors as recognized under the Bankruptcy Code; or

(g) default under any bond, debenture, note or other evidence of Indebtedness for money borrowed by the Issuer or under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Issuer, whether such Indebtedness exists on the date hereof or shall hereafter be created, which default shall have resulted in such Indebtedness becoming or being declared due and payable prior to the date on which it would otherwise have become due and payable, or any default in payment of such Indebtedness (after the expiration of any applicable grace periods and the presentation of any debt instruments, if required), if the aggregate amount of all such

Indebtedness that has been so accelerated and with respect to which there has been such a default in payment shall exceed $20,000,000, without each such default and acceleration having been rescinded or annulled within a period of 20 days after there shall have been given by certified or registered mail to the Issuer by the Trustee, or to the Issuer and the Trustee by the Holders of at least 25% in aggregate principal amount of the Securities of such series then Outstanding, a written notice specifying each such default and requiring the Issuer to cause each such default and acceleration to be rescinded or annulled and stating that such notice is a "Notice of Default" hereunder; or

(h) any other Event of Default provided with respect to the Securities of such series.

If an Event of Default with respect to Securities of any series then Outstanding occurs and is continuing, then and in each and every such case, unless the principal of all of the Securities of such series shall have already become due and payable, either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Securities of such series then Outstanding, by notice in writing to the Issuer (and to the Trustee if given by Securityholders), may declare the principal (or, if the Securities of such series are Original Issue Discount Securities, such portion of the principal amount as may be specified in the terms of such series) of all the Securities of such series and the interest, if any, accrued thereon to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, notwithstanding anything to the contrary contained in this Indenture or in the Securities of such series. This provision, however, is subject to the condition that, if at any time after the unpaid principal amount (or such specified amount) of the Securities of such series shall have been so declared due and payable and before any judgment or decree for the payment of the moneys due shall have been obtained or entered as hereinafter provided, the Issuer shall pay or shall deposit with the Trustee a sum sufficient to pay all matured installments of interest, if any, upon all of the Securities of such series and the principal of any and all Securities of such series which shall have become due otherwise than by acceleration (with interest on overdue installments of interest, if any, to the extent that payment of such interest is enforceable under applicable law and on such principal at the rate borne by the Securities of such series to the date of such payment or deposit) and the reasonable compensation, disbursements, expenses and advances of the Trustee and all other amounts due the Trustee under Section 6.6, and any and all defaults under this Indenture, other than the nonpayment of such portion of the principal amount of and accrued interest, if any, on Securities of such series which shall have become due

by acceleration, shall have been cured or shall have been waived in accordance with Section 5.7 or provision deemed by the Trustee to be adequate shall have been made therefor, then and in every such case the Holders of a majority in aggregate principal amount of the Securities of such series then Outstanding, by written notice to the Issuer and to the Trustee, may rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair any right consequent thereon. If any Event of Default with respect to the Issuer specified in Section 5.1(e) or 5.1(f) occurs, all unpaid principal amount (or, if the Securities of any series then Outstanding are Original Issue Discount Securities, such portion of the principal amount as may be specified in the terms of each such series) and accrued interest on all Securities of each series then Outstanding shall ipso facto become and be immediately due and payable without any declaration or other act by the Trustee or any Securityholder.

If the Trustee shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned because of such rescission or annulment or for any other reason or shall have been determined adversely to the Trustee, then and in every such case the Issuer, the Trustee and the Securityholders shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Issuer, the Trustee and the Securityholders shall continue as though no such proceeding had been taken.

Except with respect to an Event of Default pursuant to Section 5.1 (a), (b) or (c), the Trustee shall not be charged with knowledge of any Event of Default unless written notice thereof shall have been given to a Responsible Officer by the Issuer, a paying agent or any Securityholder.

SECTION 5.2 Payment of Securities on Default; Suit Therefor. The Issuer covenants that (a) if default shall be made in the payment of any installment of interest upon any of the Securities of any series then Outstanding as and when the same shall become due and payable, and such default shall have continued for a period of 60 days, or (b) if default shall be made in the payment of the principal of any of the Securities of such series as and when the same shall have become due and payable, whether at maturity of the Securities of such series or upon redemption or by declaration or otherwise, then, upon demand of the Trustee, the Issuer will pay to the Trustee, for the benefit of the Holders of the Securities, the whole amount that then shall have become due and payable on all such Securities of such series for principal or interest, if any, or both, as the case may be, with interest upon the overdue principal and (to the extent that payment of such interest is enforceable under

applicable law) upon the overdue installments of interest, if any, at the rate borne by the Securities of such series; and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including a reasonable compensation to the Trustee, its agents, attorneys and counsel, and any expenses or liabilities incurred by the Trustee hereunder other than through its negligence or bad faith.

If the Issuer shall fail forthwith to pay such amounts upon such demand, the Trustee, in its own name and as trustee of an express trust, shall be entitled and empowered to institute any actions or proceedings at law or in equity for the collection of the sums so due and unpaid, and may prosecute any such action or proceeding to judgment or final decree, and may enforce any such judgment or final decree against the Issuer or any other obligor on the Securities of such series and collect in the manner provided by law out of the property of the Issuer or any other obligor on the Securities of such series, wherever situated, the moneys adjudged or decreed to be payable.

If there shall be pending proceedings for the bankruptcy or for the reorganization of the Issuer or any other obligor on the Securities of any series then Outstanding under any bankruptcy, insolvency or other similar law now or hereafter in effect, or if a receiver or trustee or similar official shall have been appointed for the property of the Issuer or such other obligor, or in the case of any other similar judicial proceedings relative to the Issuer or other obligor upon the Securities of such series, or to the creditors or property of the Issuer or such other obligor, the Trustee, irrespective of whether the principal of the Securities of such series shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand pursuant to the provisions of this Section 5.2, shall be entitled and empowered by intervention in such proceedings or otherwise to file and prove a claim or claims for the whole amount of principal and interest, if any, owing and unpaid in respect of the Securities of such series, and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and of the Securityholders allowed in such judicial proceedings relative to the Issuer or any other obligor on the Securities of such series, its or their creditors, or its or their property, and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute the same after the deduction of its charges and expenses, and any receiver, assignee or trustee or similar official in bankruptcy or reorganization is hereby authorized by each of the Securityholders to make such payments to the Trustee, and, if the Trustee shall consent to the making of such payments directly to the Securityholders, to pay to the Trustee any amount

due it for compensation and expenses or otherwise pursuant to Section 6.6, including counsel fees and expenses incurred by it up to the date of such distribution. To the extent that such payment of reasonable compensation, expenses and counsel fees and expenses out of the estate in any such proceedings shall be denied for any reason, payment of the same shall be secured by a lien on, and shall be paid out of, any and all distributions, dividends, moneys, securities and other property which the Holders of the Securities of such series may be entitled to receive in such proceedings, whether in liquidation or under any plan of reorganization or arrangement or otherwise.

All rights of action and of asserting claims under this Indenture, or under any of the Securities, may be enforced by the Trustee without the possession of any of the Securities, or the production thereof at any trial or other proceeding relative thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall be for the ratable benefit of the Holders of the Securities of the series in respect of which such judgment has been recovered.

SECTION 5.3 Application of Moneys Collected by Trustee. Any moneys collected by the Trustee pursuant to Section 5.2 with respect to Securities of any series then Outstanding shall be applied in the order following, at the date or dates fixed by the Trustee for the distribution of such moneys, upon presentation of the several Securities of such series, and stamping thereon the payment, if only partially paid, and upon surrender thereof, if fully paid:

FIRST: To the payment of costs and expenses of collection and reasonable compensation to the Trustee, its agents, attorneys and counsel, and of all other expenses and liabilities incurred, and all advances made, by the Trustee pursuant to Section 6.6 except as a result of its negligence or bad faith;

SECOND: If the principal of the Outstanding Securities of such series shall not have become due and be unpaid, to the payment of interest, if any, on the Securities of such series, in the order of the maturity of the installments of such interest, if any, with interest (to the extent that such interest has been collected by the Trustee) upon the overdue installments of interest, if any, at the rate borne by the Securities of such series, such payment to be made ratably to the Persons entitled thereto;

THIRD: If the principal of the Outstanding Securities of such series shall have become due, by declaration or otherwise, to the payment of the whole amount

then owing and unpaid upon the Securities of such series for principal and interest, if any, with interest on the overdue principal and (to the extent that such interest has been collected by the Trustee) upon overdue installments of interest, if any, at the rate borne by the Securities of such series; and in case such moneys shall be insufficient to pay in full the whole amounts so due and unpaid upon the Securities of such series, then to the payment of such principal and interest, if any, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Security over any other Security, ratably to the aggregate of such principal and accrued and unpaid interest; and

FOURTH: To the payment of any surplus then remaining to the Issuer, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same.

No claim for interest which in any manner at or after maturity shall have been transferred or pledged separate or apart from the Securities to which it relates, or which in any manner shall have been kept alive after maturity by an extension (otherwise than pursuant to an extension made pursuant to a plan proposed by the Issuer to the Holders of all Securities of any series then Outstanding), purchase, funding or otherwise by or on behalf or with the consent or approval of the Issuer shall be entitled, in case of a default hereunder, to any benefit of this Indenture, except after prior payment in full of the principal of all Securities of any series then Outstanding and of all claims for interest not so transferred, pledged, kept alive, extended, purchased or funded.

SECTION 5.4 Proceedings by Securityholders. No Holder of any Securities of any series then Outstanding shall have any right by virtue of or by availing of any provision of this Indenture to institute any suit, action or proceeding in equity or at law upon or under or with respect to this Indenture or for the appointment of a receiver or trustee or similar official, or for any other remedy hereunder, unless such Holder previously shall have given to the Trustee written notice of default and of the continuance thereof, as hereinbefore provided, and unless the Holders of not less than 25% in aggregate principal amount of the Securities of such series then Outstanding shall have made written request to the Trustee to institute such action, suit or proceeding in its own name as Trustee hereunder and shall have offered to the Trustee such reasonable indemnity as it may require against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee for 60 days after its receipt of such notice, request and offer of indemnity, shall have neglected or refused to

institute any such action, suit or proceeding, it being understood and intended, and being expressly covenanted by the Holder of every Security of such series with every other Holder and the Trustee, that no one or more Holders of Securities of such series shall have any right in any manner whatever by virtue of or by availing of any provision of this Indenture or of the Securities to affect, disturb or prejudice the rights of any other Holder of such Securities of such series, or to obtain or seek to obtain priority over or preference as to any other such Holder, or to enforce any right under this Indenture or the Securities, except in the manner herein provided and for the equal, ratable and common benefit of all Holders of Securities of such series.

Notwithstanding any other provisions in this Indenture, but subject to Article Thirteen, the right of any Holder of any Security to receive payment of the principal of, premium, if any, and interest, if any, on such Security, on or after the respective due dates expressed in such Security, or to institute suit for the enforcement of any such payment on or after such respective dates shall not be impaired or affected without the consent of such Holder.

SECTION 5.5 Proceedings by Trustee. In case of an Event of Default hereunder, the Trustee may in its discretion proceed to protect and enforce the rights vested in it by this Indenture by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any of such rights, either by suit in equity or by action at law or by proceedings in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in this Indenture or in aid of the exercise of any power granted in this Indenture, or to enforce any other legal or equitable right vested in the Trustee by this Indenture or by law.

SECTION 5.6 Remedies Cumulative and Continuing. All powers and remedies given by this Article Five to the Trustee or to the Securityholders shall, to the extent permitted by law, be deemed cumulative and not exclusive of any thereof or of any other powers and remedies available to the Trustee or the Securityholders, by judicial proceedings or otherwise, to enforce the performance or observance of the covenants and agreements contained in this Indenture, and no delay or omission of the Trustee or of any Securityholder to exercise any right or power accruing upon any default occurring and continuing as aforesaid shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence therein; and, subject to the provisions of Section 5.4, every power and remedy given by this Article Five or by law to the Trustee or to the Securityholders may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee or by the

Securityholders.

SECTION 5.7 Direction of Proceedings; Waiver of Defaults by Majority of Securityholders. The Holders of a majority in aggregate principal amount of the Securities of any series then Outstanding shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee with respect to Securities of such series; provided, however, that (subject to the provisions of Section 6.1) the Trustee shall have the right to decline to follow any such direction if the Trustee shall determine upon advice of counsel that the action or proceeding so directed may not lawfully be taken or if the Trustee in good faith by its board of directors, its executive committee, or a trust committee of directors or Responsible Officers or both shall determine that the action or proceeding so directed would involve the Trustee in personal liability. The Holders of a majority in aggregate principal amount of the Securities of any series then Outstanding may on behalf of the Holders of all of the Securities of such series waive any past default or Event of Default hereunder and its consequences except a default in the payment of interest, if any, on, or the principal of, the Securities of such series. Upon any such waiver the Issuer, the Trustee and the Holders of the Securities of such series shall be restored to their former positions and rights hereunder, respectively; but no such waiver shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon. Whenever any default or Event of Default hereunder shall have been waived as permitted by this Section 5.7, said default or Event of Default shall for all purposes of the Securities and this Indenture be deemed to have been cured and to be not continuing.

SECTION 5.8 Notice of Defaults. The Trustee shall, within 90 days after the occurrence of a default, with respect to Securities of any series then Outstanding, mail to all Holders of Securities of such series, as the names and the addresses of such Holders appear upon the Securities register, notice of all defaults known to the Trustee with respect to such series, unless such defaults shall have been cured before the giving of such notice (the term "defaults" for the purpose of this Section 5.8 being hereby defined to be the events specified in clauses (a), (b), (c), (d), (e), (f), (g) and (h) of Section 5.1, not including periods of grace, if any, provided for therein and irrespective of the giving of the written notice specified in said clause (d) or (g) but in the case of any default of the character specified in said clause (d) or (g) no such notice to Securityholders shall be given until at least 60 days after the giving of written notice thereof to the Issuer pursuant to said clause (d) or (g), as the case may be); provided, however, that, except in the case of default in the payment of the principal of

or interest, if any, on any of the Securities, or in the payment or satisfaction of any sinking fund or other purchase obligation, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee, or a trust committee of directors or Responsible Officers or both, of the Trustee in good faith determines that the withholding of such notice is in the best interests of the Securityholders.

SECTION 5.9 Undertaking to Pay Costs. All parties to this Indenture agree, and each Holder of any Security by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the cost of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section 5.9 shall not apply to any suit instituted by the Trustee, to any suit instituted by any Securityholder, or group of Securityholders, holding in the aggregate more than 10% in principal amount of the Securities of any series then Outstanding, or to any suit instituted by any Securityholders for the enforcement of the payment of the principal of or interest, if any, on any Security against the Issuer on or after the due date expressed in such Security.

ARTICLE SIX
CONCERNING THE TRUSTEE

SECTION 6.1 Duties and Responsibilities of the Trustee; During Default; Prior to Default. With respect to the Holders of any series of Securities issued hereunder, the Trustee, prior to the occurrence of an Event of Default with respect to the Securities of a particular series and after the curing or waiving of all Events of Default which may have occurred with respect to such series, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default with respect to the Securities of a series has occurred (which has not been cured or waived) the Trustee shall exercise with respect to such series of Securities such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action,

its own negligent failure to act or its own wilful misconduct, except that:

(a) prior to the occurrence of an Event of Default with respect to the Securities of any series and after the curing or waiving of all such Events of Default with respect to such series which may have occurred:

(i) the duties and obligations of the Trustee with respect to the Securities of any series shall be determined solely by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any statements, certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such statements, certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture;

(b) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer or Responsible Officers of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(c) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders pursuant to Article Five relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there shall be reasonable ground for believing that the repayment of such funds or adequate indemnity against such

liability is not reasonably assured to it.

SECTION 6.2 Certain Rights of the Trustee. Subject to Section 6.1:

(a) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, Officers' Certificate or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, note, coupon, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) any request, direction, order or demand of the Issuer mentioned herein shall be sufficiently evidenced by an Officers' Certificate or Issuer Order (unless other evidence in respect thereof be herein specifically prescribed); and any resolution of the Board of Directors may be evidenced to the Trustee by a Board Resolution;

(c) the Trustee may consult with counsel of its selection and any advice of such counsel promptly confirmed in writing shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by it hereunder in good faith and in reliance thereon in accordance with such advice or Opinion of Counsel;

(d) the Trustee shall be under no obligation to exercise any of the trusts or powers vested in it by this Indenture at the request, order or direction of any of the Securityholders pursuant to the provisions of this Indenture (including, without limitation, pursuant to Article Five), unless such Securityholders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred therein or thereby;

(e) the Trustee shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized or within the discretion, rights or powers conferred upon it by this Indenture;

(f) prior to the occurrence of an Event of Default hereunder and after the curing or waiving of all Events of Default, the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, appraisal, bond, debenture, note, coupon, security, or other paper or document unless requested in writing so to do by the Holders of not less than a majority in aggregate principal amount of the Securities of all series affected then Outstanding; provided that, if the payment within a reasonable

time to the Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Trustee, not reasonably assured to the Trustee by the security afforded to it by the terms of this Indenture, the Trustee may require reasonable indemnity against such expenses or liabilities as a condition to proceeding; the reasonable expenses of every such investigation shall be paid by the Issuer or, if paid by the Trustee or any predecessor Trustee, shall be repaid by the Issuer upon demand;

(g) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys not regularly in its employ and the Trustee shall not be responsible for any misconduct or negligence on the part of any such agent or attorney appointed with due care by it hereunder;

(h) The Trustee shall not be charged with knowledge of any default or Event of Default with respect to a series of Securities unless either (i) a Responsible Officer of the Trustee assigned to the Corporate Trust Office of the Trustee (or any successor division or department of the Trustee) shall have actual knowledge of such default or Event of Default or (ii) written notice of such default or Event of Default shall have been given to the Trustee by the Issuer or any other obligor on such series of Securities or by any Holder of Securities of such series; and

(i) The Trustee shall not be liable for any action taken, suffered or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture.

SECTION 6.3 Trustee Not Responsible for Recitals, Disposition of Securities or Application of Proceeds Thereof. The recitals contained herein and in the Securities, except the Trustee's certificates of authentication, shall be taken as the statements of the Issuer, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representation as to the validity or sufficiency of this Indenture, of the Securities or of any prospectus used to sell the Securities. The Trustee shall not be accountable for the use or application by the Issuer of any of the Securities or of the proceeds thereof.

SECTION 6.4 Trustee and Agents May Hold Securities; Collections, etc. The Trustee or any agent of the Issuer or the Trustee, in its individual or any other capacity, may become the owner or pledgee of Securities with the same rights it would have if it were not the Trustee or such agent and, subject to Sections 6.8 and 6.13, may otherwise deal with

the Issuer and receive, collect, hold and retain collections from the Issuer with the same rights it would have if it were not the Trustee or such agent.

SECTION 6.5 Moneys Held by Trustee. Subject to the provisions of Section 10.4 hereof, all moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated from other funds except to the extent required by mandatory provisions of law. Neither the Trustee nor any agent of the Issuer or the Trustee shall be under any liability for interest on any moneys received by it hereunder.

SECTION 6.6 Compensation and Indemnification of Trustee and Its Prior Claim. The Issuer covenants and agrees to pay to the Trustee from time to time, and the Trustee shall be entitled to, such compensation as shall be agreed to in writing between the Issuer and the Trustee (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) and the Issuer covenants and agrees to pay or reimburse the Trustee and each predecessor Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by or on behalf of it in accordance with any of the provisions of this Indenture (including the reasonable compensation and the expenses and disbursements of its counsel and of all agents and other persons not regularly in its employ) except any such expense, disbursement or advance as may arise from its negligence or bad faith. The Issuer also covenants to indemnify the Trustee and each predecessor Trustee for, and to hold it harmless against, any and all loss, liability, damage, claim or expense, including taxes (other than taxes based on the income of the Trustee), incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of this Indenture or the trusts hereunder and its duties hereunder, including the costs and expenses of defending itself against or investigating any claim or liability in the premises. The obligations of the Issuer under this Section 6.6 to compensate and indemnify the Trustee and each predecessor Trustee and to pay or reimburse the Trustee and each predecessor Trustee for expenses, disbursements and advances shall constitute additional indebtedness hereunder and shall survive the satisfaction and discharge of this Indenture or the resignation or removal of the Trustee and shall not be subordinate to the payment of Senior Indebtedness pursuant to Article Thirteen. Such additional indebtedness shall be a senior claim to that of the Securities upon all property and funds held or collected by the Trustee as such, except funds held in trust for the benefit of the Holders of particular Securities, and the Securities are hereby subordinated to such senior claim. When the Trustee incurs expenses or renders services in connection with an Event of Default specified in Section 5.1 or in

connection with Article Five hereof, the expenses (including the reasonable fees and expenses of its counsel) and the compensation for the service in connection therewith are intended to constitute expenses of administration under any bankruptcy law. The provisions of this Section 6.6 shall survive the resignation or removal of the Trustee and the termination of this Indenture.

SECTION 6.7 Right of Trustee to Rely on Officers' Certificate, etc. Subject to Sections 6.1 and 6.2, whenever in the administration of the trusts of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or bad faith on the part of the Trustee, be deemed to be conclusively proved and established by an Officers' Certificate delivered to the Trustee, and such certificate, in the absence of negligence or bad faith on the part of the Trustee, shall be full warrant to the Trustee for any action taken, suffered or omitted by it under the provisions of this Indenture upon the faith thereof.

SECTION 6.8 Qualification of Trustee; Conflicting Interests. This Indenture shall always have a Trustee who satisfies the requirements of Section 310(a)(1) of the Trust Indenture Act of 1939. The Trustee shall have a combined capital and surplus of at least $25,000,000 as set forth in its most recent published annual report of condition. The Trustee shall comply with Section 310(b) of the Trust Indenture Act of 1939 regarding disqualification of a trustee upon acquiring a conflicting interest.

SECTION 6.9 Persons Eligible for Appointment as Trustee; Different Trustees for Different Series. The Trustee for each series of Securities hereunder shall at all times be a corporation organized and doing business under the laws of the United States of America or of any state or the District of Columbia having a combined capital and surplus of at least $25,000,000, and which is authorized under such laws to exercise corporate trust powers and is subject to supervision or examination by federal, state or District of Columbia authority, or a corporation or other Person permitted to act as trustee by the Commission. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. No obligor upon the Securities or any Affiliate of such obligor shall serve as trustee upon the Securities. In case at any time the Trustee shall cease to be

eligible in accordance with the provisions of this Section 6.9, the Trustee shall resign immediately in the manner and with the effect specified in Section 6.10.

A different Trustee may be appointed by the Issuer for any series of Securities prior to the issuance of such Securities. If the initial Trustee for any series of Securities is to be a trustee other than United States Trust Company of New York, the Issuer and such Trustee shall, prior to the issuance of such Securities, execute and deliver an indenture supplemental hereto, which shall provide for the appointment of such Trustee as Trustee for the Securities of such series and shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, it being understood that nothing herein or in such supplemental indenture shall constitute such Trustees co-trustees of the same trust and that each such Trustee shall be trustee of a trust or trusts hereunder separate and apart from any trust or trusts hereunder administered by any other such Trustee.

SECTION 6.10 Resignation and Removal; Appointment of Successor Trustee. (a) The Trustee, or any trustee or trustees hereafter appointed, may at any time resign with respect to one or more or all series of Securities by giving written notice of resignation to the Issuer. Upon receiving such notice of resignation, the Issuer shall promptly appoint a successor trustee or trustees with respect to the applicable series by written instrument in duplicate, executed by authority of the Board of Directors, one copy of which instrument shall be delivered to the resigning trustee and one copy to the successor trustee or trustees. If no successor trustee shall have been so appointed with respect to any series and have accepted appointment within 30 days after the mailing of such notice of resignation, the resigning trustee may petition any court of competent jurisdiction for the appointment of a successor trustee, or any Securityholder who has been a bona fide Holder of a Security or Securities of the applicable series for at least six months may, subject to the provisions of Article Five, on behalf of himself and all others similarly situated, petition any such court for the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor trustee.

(b) In case at any time any of the following shall occur:

(i) the Trustee shall fail to comply with the provisions of Section 6.8 with respect to any series of Securities after written request therefor by the Issuer or by any Securityholder who has been a bona fide Holder of a Security or Securities of such

series for at least six months; or

(ii) the Trustee shall cease to be eligible in accordance with the provisions of Section 6.9 and shall fail to resign after written request therefor by the Issuer or by any such Securityholder; or

(iii) the Trustee shall become incapable of acting with respect to any series of Securities, or shall be adjudged a bankrupt or insolvent, or a receiver or liquidator of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation;

then, in any such case, the Issuer may remove the Trustee with respect to the applicable series of Securities and appoint a successor trustee for such series by written instrument, in duplicate, executed by order of the Board of Directors one copy of which instrument shall be delivered to the Trustee so removed and one copy to the successor trustee, or, subject to the provisions of Article Five, any Securityholder who has been a bona fide Holder of a Security or Securities of such series for at least six months may on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor trustee with respect to such series. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor trustee.

(c) The Holders of a majority in aggregate principal amount of the Securities of each series then Outstanding may at any time remove the Trustee with respect to Securities of such series and appoint a successor trustee with respect to the Securities of such series by delivering to the Trustee so removed, to the successor trustee so appointed and to the Issuer the evidence provided for in Section 7.1 of the action in that regard taken by the Securityholders. If no successor trustee shall have been so appointed with respect to any series and have accepted appointment within 30 days after the delivery of such evidence of removal, the Trustee may petition any court of competent jurisdiction for the appointment of a successor trustee, or any Securityholder who has been a bona fide Holder of a Security or Securities of the applicable series for at least six months may, subject to the provisions of Article Five, on behalf of himself and all others similarly situated, petition any such court for the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor trustee.

(d) Any resignation or removal of the Trustee with respect to any series and any appointment of a successor trustee with respect to such series pursuant to any of the provisions of this Section 6.10 shall become effective upon acceptance of appointment by the successor trustee as provided in Section 6.11.

SECTION 6.11 Acceptance of Appointment by Successor Trustee. Any successor trustee appointed as provided in Section 6.10 shall execute and deliver to the Issuer and to its predecessor trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor trustee with respect to all or any applicable series shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all rights, powers, duties and obligations with respect to such series of its predecessor hereunder, with like effect as if originally named as trustee for such series hereunder; but, nevertheless, on the written request of the Issuer or of the successor trustee, upon payment of its charges then unpaid, the trustee ceasing to act shall, subject to Section 10.4, pay over to the successor trustee all moneys at the time held by it hereunder and shall execute and deliver an instrument transferring to such successor trustee all such rights, powers, duties and obligations. Upon request of any such successor trustee, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such rights and powers. Any trustee ceasing to act shall, nevertheless, retain a prior claim upon all property or funds held or collected by such trustee to secure any amounts then due it pursuant to the provisions of Section 6.6.

If a successor trustee is appointed with respect to the Securities of one or more (but not all) series, the Issuer, the predecessor Trustee and each successor trustee with respect to the Securities of any applicable series shall execute and deliver an indenture supplemental hereto which shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of the predecessor Trustee with respect to the Securities of any series as to which the predecessor Trustee is not retiring shall continue to be vested in the predecessor Trustee, and shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one trustee, it being understood that nothing herein or in such supplemental indenture shall constitute such trustees co-trustees of the same trust and that each such trustee shall be trustee of a trust or trusts under separate indentures.

No successor trustee with respect to any series of Securities shall accept appointment as provided in this Section

6.11 unless at the time of such acceptance such successor trustee shall be qualified under the provisions of Section 6.8 and eligible under the provisions of Section 6.9.

Upon acceptance of appointment by any successor trustee as provided in this Section 6.11, the Issuer shall give notice thereof to the Holders of Securities of each series affected, by mailing such notice to such Holders at their addresses as they shall appear on the registry books. If the Issuer fails to give such notice within ten days after acceptance of appointment by the successor trustee, the successor trustee shall cause such notice to be given at the expense of the Issuer.

SECTION 6.12 Merger, Conversion, Consolidation or Succession to Business of Trustee. Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided that such corporation shall be qualified under the provisions of Section 6.8 and eligible under the provisions of Section 6.9, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

In case at the time such successor to the Trustee shall succeed to the trusts created by this Indenture any of the Securities of any series shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor Trustee and deliver such Securities so authenticated; and, in case at that time any of the Securities of any series shall not have been authenticated, any successor to the Trustee may authenticate such Securities either in the name of any predecessor hereunder or in the name of the successor Trustee; and in all such cases such certificate shall have the full force which it is anywhere in the Securities of such series or in this Indenture provided that the certificate of the Trustee shall have; provided, that the right to adopt the certificate of authentication of any predecessor Trustee or to authenticate Securities of any series in the name of any predecessor Trustee shall apply only to its successor or successors by merger, conversion or consolidation.

SECTION 6.13 Preferential Collection of Claims Against the Issuer. The Trustee shall comply with Section 311(a) of the Trust Indenture Act of 1939, excluding any creditor relationship listed in Section 311(b) of the Trust Indenture Act of 1939. A Trustee who has resigned or been removed shall be subject to Section 311(a) of the Trust Indenture Act of 1939 to

the extent indicated therein.

SECTION 6.14 Appointment of Authenticating Agent. As long as any Securities of a series remain Outstanding, the Trustee may, by an instrument in writing, appoint with the approval of the Issuer an authenticating agent (the "Authenticating Agent") which shall be authorized to act on behalf of the Trustee to authenticate Securities, including Securities issued upon exchange, registration of transfer, partial redemption or pursuant to Section 2.9. Securities of each such series authenticated by such Authenticating Agent shall be entitled to the benefits of this Indenture and shall be valid and obligatory for all purposes as if authenticated by the Trustee. Whenever reference is made in this Indenture to the authentication and delivery of Securities of any series by the Trustee or to the Trustee's Certificate of Authentication, such reference shall be deemed to include authentication and delivery on behalf of the Trustee by an Authenticating Agent for such series and a Certificate of Authentication executed on behalf of the Trustee by such Authenticating Agent. Such Authenticating Agent shall at all times be a corporation organized and doing business under the laws of the United States of America or of any state or the District of Columbia, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least $25,000,000 (determined as provided in Section 6.9 with respect to the Trustee) and subject to supervision or examination by federal or state authority.

Any corporation into which any Authenticating Agent may be merged or converted, or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which any Authenticating Agent shall be a party, or any corporation succeeding to the corporate agency business of any Authenticating Agent, shall continue to be the Authenticating Agent with respect to all series of Securities for which it served as Authenticating Agent without the execution or filing of any paper or any further act on the part of the Trustee or such Authenticating Agent. Any Authenticating Agent may at any time, and if it shall cease to be eligible shall, resign by giving written notice of resignation to the Trustee and to the Issuer. The Trustee may at any time terminate the agency of an Authenticating Agent by giving written notice thereof to such Authenticating Agent and to the Issuer.

Upon receiving such a notice of resignation or upon such a termination, or in case at any time any Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section 6.14 with respect to one or more series of Securities, the Trustee may appoint a successor Authenticating Agent which shall be acceptable to the Issuer and the Issuer shall provide notice of such appointment to all

Holders of Securities of such series in the manner and to the extent provided in Section 11.4. Any successor Authenticating Agent upon acceptance of its appointment hereunder shall become vested with all rights, powers, duties and responsibilities of its predecessor hereunder, with like effect as if originally named as Authenticating Agent. The Issuer agrees to pay to the Authenticating Agent for such series from time to time reasonable compensation. The Authenticating Agent for the Securities of any series shall have no responsibility or liability for any action taken by it as such at the direction of the Trustee.

Sections 6.2, 6.3, 6.4 and 7.3 shall be applicable to any Authenticating Agent.

ARTICLE SEVEN
CONCERNING THE SECURITYHOLDERS

SECTION 7.1 Evidence of Action Taken by Securityholders. Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by a specified percentage in principal amount of the Securityholders of any or all series may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such specified percentage of Securityholders in person or by agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee. Proof of execution of any instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Sections 6.1 and 6.2) conclusive in favor of the Trustee and the Issuer, if made in the manner provided in this Article Seven.

SECTION 7.2 Proof of Execution of Instruments and of Holding of Securities. Subject to Sections 6.1 and 6.2, the execution of any instrument by a Securityholder or his agent or proxy may be proved in the following manner:

(a) The fact and date of the execution by any Holder of any instrument may be proved by the certificate of any notary public or other officer of any jurisdiction authorized to take acknowledgments of deeds or administer oaths that the person executing such instruments acknowledged to him the execution thereof, or by an affidavit of a witness to such execution sworn to before any such notary or other such officer. Where such execution is by or on behalf of any legal entity other than an individual, such certificate or affidavit shall also constitute sufficient proof of the authority of the person executing the same.

(b) The ownership of Securities shall be proved by the Security register or by a certificate of the Security registrar.

SECTION 7.3 Holders to be Treated as Owners. The Issuer, the Trustee and any agent of the Issuer or the Trustee may deem and treat the Person in whose name any Security shall be registered upon the Security register for such series as the absolute owner of such Security (whether or not such Security shall be overdue and notwithstanding any notation of ownership or other writing thereon) for the purpose of receiving payment of or on account of the principal of and, subject to the provisions of this Indenture, interest, if any, on such Security and for all other purposes; and neither the Issuer nor the Trustee nor any agent of the Issuer or the Trustee shall be affected by any notice to the contrary.

SECTION 7.4 Securities Owned by Issuer Deemed Not Outstanding. In determining whether the Holders of the requisite aggregate principal amount of Outstanding Securities of any or all series have concurred in any direction, consent or waiver under this Indenture, Securities which are owned by the Issuer, by any Affiliate of the Issuer or by any other obligor on the Securities with respect to which such determination is being made shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, except that for the purpose of determining whether the Trustee shall be protected in relying on any such direction, consent or waiver only Securities which a Responsible Officer of the Trustee knows are so owned shall be so disregarded. Securities so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Securities and that the pledgee is not the Issuer or any other obligor upon the Securities or any Affiliate of the Issuer or any other obligor on the Securities. In case of a dispute as to such right, the advice of counsel shall be full protection in respect of any decision made by the Trustee in accordance with such advice. Upon request of the Trustee, the Issuer shall furnish to the Trustee promptly an Officers' Certificate listing and identifying all Securities, if any, known by the Issuer to be owned or held by or for the account of any of the above-described Persons; and, subject to Sections 6.1 and 6.2, the Trustee shall be entitled to accept such Officers' Certificate as conclusive evidence of the facts therein set forth and of the fact that all Securities not listed therein are Outstanding for the purpose of any such determination.

SECTION 7.5 Right of Revocation of Action Taken. At any time prior to (but not after) the evidencing to the Trustee, as provided in Section 7.1, of the taking of any action by the Holders of the percentage in aggregate principal amount of

the Securities of any or all series, as the case may be, specified in this Indenture in connection with such action, any Holder of a Security the serial number of which is shown by the evidence to be included among the serial numbers of the Securities the Holders of which have consented to such action may, by filing written notice at the Corporate Trust Office and upon proof of holding as provided in this Article Seven, revoke such action so far as concerns such Security provided that such revocation shall not become effective until three Business Days after such filing. Except as aforesaid, any such action taken by the Holder of any Security shall be conclusive and binding upon such Holder and upon all future Holders and owners of such Security and of any Securities issued in exchange or substitution therefor or on registration of transfer thereof, irrespective of whether or not any notation in regard thereto is made upon any such Security. Any action taken by the Holders of the percentage in aggregate principal amount of the Securities of any or all series, as the case may be, specified in this Indenture in connection with such action shall be conclusively binding upon the Issuer, the Trustee and the Holders of all the Securities affected by such action.

SECTION 7.6 Record Date for Consents and Waivers. The Issuer may, but shall not be obligated to, establish a record date for the purpose of determining the Persons entitled to (i) waive any past default with respect to the Securities of such series in accordance with Article Five of the Indenture, (ii) consent to any supplemental indenture in accordance with Section 8.2 of the Indenture or (iii) waive compliance with any term, condition or provision of any covenant hereunder. If a record date is fixed, the Holders on such record date, or their duly designated proxies, and any such Persons, shall be entitled to waive any such past default, consent to any such supplemental indenture or waive compliance with any such term, condition or provision, whether or not such Holder remains a Holder after such record date; provided, however, that unless such waiver or consent is obtained from the Holders, or duly designated proxies, of the requisite principal amount of Outstanding Securities of such series prior to the date which is the 180th day after such record date, any such waiver or consent previously given shall automatically and without further action by any Holder be cancelled and of no further effect.

ARTICLE EIGHT
SUPPLEMENTAL INDENTURES

SECTION 8.1 Supplemental Indentures Without Consent of Securityholders. The Issuer, when authorized by a Board Resolution (which resolution may provide general terms or parameters for such action and may provide that the specific

terms of such action may be determined in accordance with or pursuant to an Issuer Order), and the Trustee may from time to time and at any time enter into an indenture or indentures supplemental hereto (which shall conform to the provisions of the Trust Indenture Act of 1939 as in force at the date of the execution thereof) for one or more of the following purposes:

(a) to convey, transfer, assign, mortgage or pledge to the Trustee as security for the Securities of one or more series any property or assets;

(b) to evidence the succession of another Person to the Issuer, or successive successions, and the assumption by the successor Person of the covenants, agreements and obligations of the Issuer pursuant to Article Nine;

(c) to add to the covenants of the Issuer such further covenants, restrictions, conditions or provisions as the Issuer and the Trustee shall consider to be for the protection of the Holders of all or any series of Securities (and if such covenants, restrictions, conditions or provisions are to be for the protection of less than all series of Securities, stating that the same are expressly being included solely for the protection of such series) and to make the occurrence, or the occurrence and continuance, of a default in any such additional covenants, restrictions, conditions or provisions an Event of Default permitting the enforcement of all or any of the several remedies provided in this Indenture as herein set forth; provided, however, that in respect of any such additional covenant, restriction, condition or provision such supplemental indenture may provide for a particular period of grace after default (which period may be shorter or longer than that allowed in the case of other defaults) or may provide for an immediate enforcement upon such an Event of Default or may limit the remedies available to the Trustee upon such an Event of Default or may limit the right of the Holders of a majority in aggregate principal amount of the Securities of such series to waive such an Event of Default;

(d) to cure any ambiguity or to correct or supplement any provision contained herein or in any supplemental indenture which may be defective or inconsistent with any other provision contained herein or in any supplemental indenture, or to make any other provisions as the Issuer may deem necessary or desirable, provided, however, that no such action shall materially adversely affect the interests of the Holders of the Securities;

(e) to establish the form or terms of Securities of any series as permitted by Sections 2.1 and 2.3;

(f) to provide for the issuance of Securities of any series in coupon form (including Securities registrable as to principal only) and to provide for exchangeability of such Securities for the Securities issued hereunder in fully registered form and to make all appropriate changes for such purpose;

(g) to modify, eliminate or add to the provisions of this Indenture to such extent as shall be necessary to effect the qualification of this Indenture under the Trust Indenture Act of 1939, or under any similar federal statute hereafter enacted, and to add to this Indenture such other provisions as may be expressly permitted by the Trust Indenture Act of 1939, excluding, however, the provisions referred to in Section 316(a)(2) of the Trust Indenture Act of 1939 as in effect at the date as of which this instrument was executed or any corresponding provision provided for in any similar federal statute hereafter enacted; or

(h) to evidence and provide for the acceptance of appointment hereunder of a Trustee other than United States Trust Company of New York as Trustee for a series of Securities and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, pursuant to the requirements of Section 6.9 hereof;

(i) subject to Section 8.2 hereof, to add to or modify the provisions hereof as may be necessary or desirable to provide for the denomination of Securities in foreign currencies which shall not adversely affect the interests of the Holders of the Securities in any material respect;

(j) to modify the covenants or Events of Default of the Issuer solely in respect of, or add new covenants or Events of Default of the Issuer that apply solely to, Securities not Outstanding on the date of such supplemental indenture; and

(k) to evidence and provide for the acceptance of appointment hereunder by a successor trustee with respect to the Securities of one or more series and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one trustee, pursuant to the requirements of Section 6.11.

The Trustee is hereby authorized to join with the Issuer in the execution of any such supplemental indenture, to make any further appropriate agreements and stipulations which may be therein contained and to accept the conveyance, transfer, assignment, mortgage or pledge of any property thereunder, but

the Trustee shall not be obligated to enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Any supplemental indenture authorized by the provisions of this Section may be executed without the consent of the Holders of any of the Securities then Outstanding, notwithstanding any of the provisions of Section 8.2.

SECTION 8.2 Supplemental Indentures with Consent of Securityholders. With the consent (evidenced as provided in Article Seven) of the Holders of not less than a majority in aggregate principal amount of the Securities then Outstanding of any series affected by such supplemental indenture, the Issuer, when authorized by a Board Resolution (which resolution may provide general terms or parameters for such action and may provide that the specific terms of such action may be determined in accordance with or pursuant to an Issuer Order), and the Trustee may, from time to time and at any time, enter into an indenture or indentures supplemental hereto (which shall conform to the provisions of the Trust Indenture Act of 1939 as in force at the date of execution thereof) for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of any supplemental indenture or of modifying in any manner the rights of the Holders of the Securities of such series; provided, that no such supplemental indenture shall (a) extend the stated final maturity of the principal of any Security, or reduce the principal amount thereof, or reduce the rate or extend the time of payment of interest, if any, thereon (or, in the case of an Original Issue Discount Security, reduce the rate of accretion of original issue discount thereon), or reduce or alter the method of computation of any amount payable on redemption, repayment or purchase by the Issuer thereof (or the time at which any such redemption, repayment or purchase may be made), or make the principal thereof (including any amount in respect of original issue discount), or interest, if any, thereon payable in any coin or currency other than that provided in the Securities or in accordance with the terms of the Securities, or reduce the amount of the principal of an Original Issue Discount Security that would be due and payable upon an acceleration of the maturity thereof or the amount thereof provable in bankruptcy in each case pursuant to Article Five, or impair or affect the right of any Securityholder to institute suit for the payment thereof or, if the Securities provide therefor, any right of repayment or purchase at the option of the Securityholder, in each case without the consent of the Holder of each Security so affected, or (b) reduce the aforesaid percentage of Securities of any series, the consent of the Holders of which is required for any such supplemental indenture, without the consent of the Holders of each Security so affected. No consent of any Holder of any Security shall be

necessary under this Section 8.2 to permit the Trustee and the Issuer to execute supplemental indentures pursuant to Sections 8.1 and 9.2.

A supplemental indenture which changes or eliminates any covenant, Event of Default or other provision of this Indenture which has expressly been included solely for the benefit of one or more particular series of Securities, or which modifies the rights of Holders of Securities of such series, with respect to such covenant or provision, shall be deemed not to affect the rights under this Indenture of the Holders of Securities of any other series.

Upon the request of the Issuer, accompanied by a copy of a resolution of the Board of Directors (which resolution may provide general terms or parameters for such action and may provide that the specific terms of such action may be determined in accordance with or pursuant to an Issuer Order) certified by the secretary or an assistant secretary of the Issuer authorizing the execution of any such supplemental indenture, and upon the filing with the Trustee of evidence of the consent of the Holders of the Securities as aforesaid and other documents, if any, required by Section 7.1, the Trustee shall join with the Issuer in the execution of such supplemental indenture unless such supplemental indenture affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may at its discretion, but shall not be obligated to, enter into such supplemental indenture.

It shall not be necessary for the consent of the Securityholders under this Section 8.2 to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

Promptly after the execution by the Issuer and the Trustee of any supplemental indenture pursuant to the provisions of this Section 8.2, the Issuer (or the Trustee at the request and expense of the Issuer) shall give notice thereof to the Holders of then Outstanding Securities of each series affected thereby, as provided in Section 11.4. Any failure of the Issuer to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

SECTION 8.3 Effect of Supplemental Indenture. Upon the execution of any supplemental indenture pursuant to the provisions hereof, this Indenture shall be and shall be deemed to be modified and amended in accordance therewith and the respective rights, limitations of rights, obligations, duties and immunities under this Indenture of the Trustee, the Issuer and the Holders of Securities of each series affected thereby shall

thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be and shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

SECTION 8.4 Documents to Be Given to Trustee. The Trustee, subject to the provisions of Sections 6.1 and 6.2, shall be entitled to receive an Officers' Certificate and an Opinion of Counsel as conclusive evidence that any supplemental indenture executed pursuant to this Article Eight complies with the applicable provisions of this Indenture and that all conditions precedent to the execution and delivery of such supplemental indenture have been satisfied.

SECTION 8.5 Notation on Securities in Respect of Supplemental Indentures. Securities of any series authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article Eight may bear a notation in form approved by the Trustee for such series as to any matter provided for by such supplemental indenture or as to any action taken by Securityholders. If the Issuer or the Trustee shall so determine, new Securities of any series so modified as to conform, in the opinion of the Trustee and the Issuer, to any modification of this Indenture contained in any such supplemental indenture may be prepared by the Issuer, authenticated by the Trustee and delivered in exchange for the Securities of such series then Outstanding.

ARTICLE NINE
CONSOLIDATION, MERGER, SALE, LEASE, EXCHANGE OR OTHER DISPOSITION

SECTION 9.1 Issuer May Consolidate, etc., on Certain Terms. Subject to the provisions of Section 9.2, nothing contained in this Indenture or in any of the Securities shall prevent any consolidation or merger of the Issuer with or into any other Person or Persons (whether or not affiliated with the Issuer), or successive consolidations or mergers in which the Issuer or its successor or successors shall be a party or parties, or shall prevent any sale, lease, exchange or other disposition of all or substantially all the property and assets of the Issuer to any other Person (whether or not affiliated with the Issuer) authorized to acquire and operate the same; provided, however, and the Issuer hereby covenants and agrees, that any such consolidation, merger, sale, lease, exchange or other disposition shall be upon the conditions that (a) immediately after giving effect to such consolidation, merger, sale, lease, exchange or other disposition of the Person (whether the Issuer or such other Person) formed by or surviving any such consolidation or merger, or to which such sale, lease, exchange

or other disposition shall have been made, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, shall have occurred and be continuing; (b) the Person (if other than the Issuer) formed by or surviving any such consolidation or merger, or to which such sale, lease, exchange or other disposition shall have been made, shall be a Person organized under the laws of the United States of America, any state thereof or the District of Columbia; and (c) the due and punctual payment of the principal of and interest, if any, on all the Securities, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Indenture to be performed by the Issuer, shall be expressly assumed, by supplemental indenture satisfactory in form to the Trustee executed and delivered to the Trustee, by the Person (if other than the Issuer) formed by such consolidation, or into which the Issuer shall have been merged, or by the Person which shall have acquired or leased such property.

SECTION 9.2 Successor Corporation to be Substituted. In case of any such consolidation or merger or any sale, conveyance or lease of all or substantially all of the property of the Issuer and upon the assumption by the successor Person, by supplemental indenture executed and delivered to the Trustee and satisfactory in form to the Trustee, of the due and punctual payment of the principal of, premium, if any, and interest, if any, on all of the Securities and the due and punctual performance of all of the covenants and conditions of this Indenture to be performed by the Issuer, such successor Person shall succeed to and be substituted for the Issuer, with the same effect as if it had been named herein as the party of the first part, and the Issuer (including any intervening successor to the Issuer which shall have become the obligor hereunder) shall be relieved of any further obligation under this Indenture and the Securities; provided, however, that in the case of a sale, lease, exchange or other disposition of the property and assets of the Issuer (including any such intervening successor), the Issuer (including any such intervening successor) shall continue to be liable on its obligations under this Indenture and the Securities to the extent, but only to the extent, of liability to pay the principal of and interest, if any, on the Securities at the time, places and rate prescribed in this Indenture and the Securities. Such successor Person thereupon may cause to be signed, and may issue either in its own name or in the name of the Issuer, any or all of the Securities issuable hereunder which theretofore shall not have been signed by the Issuer and delivered to the Trustee; and, upon the order of such successor Person instead of the Issuer and subject to all the terms, conditions and limitations in this Indenture prescribed, the Trustee shall authenticate and shall deliver any Securities which previously shall have been signed and delivered

by the officers of the Issuer to the Trustee for authentication, and any Securities which such successor Person thereafter shall cause to be signed and delivered to the Trustee for that purpose. All the Securities so issued shall in all respects have the same legal rank and benefit under this Indenture as the Securities theretofore or thereafter issued in accordance with the terms of this Indenture as though all of such Securities had been issued at the date of the execution hereof.

In case of any such consolidation or merger or any sale, lease, exchange or other disposition of all or substantially all of the property and assets of the Issuer, such changes in phraseology and form (but not in substance) may be made in the Securities, thereafter to be issued, as may be appropriate.

SECTION 9.3 Opinion of Counsel to be Given Trustee. The Trustee, subject to Sections 6.1 and 6.2, shall receive an Officers' Certificate and Opinion of Counsel as conclusive evidence that any such consolidation, merger, sale, lease, exchange or other disposition and any such assumption complies with the provisions of this Article Nine.

ARTICLE TEN
SATISFACTION AND DISCHARGE OF INDENTURE; COVENANT DEFEASANCE; UNCLAIMED MONEYS

SECTION 10.1 Satisfaction and Discharge of Indenture. (a) If at any time (i) the Issuer shall have paid or caused to be paid the principal of, premium, if any, and interest, if any, on all the Securities Outstanding (other than Securities which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 2.9) as and when the same shall have become due and payable, or (ii) the Issuer shall have delivered to the Trustee for cancellation all Securities theretofore authenticated (other than Securities which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 2.9); and if, in any such case, the Issuer shall also pay or cause to be paid all other sums payable hereunder by the Issuer (including all amounts payable to the Trustee pursuant to Section 6.6), then this Indenture shall cease to be of further effect, and the Trustee, on demand of the Issuer accompanied by an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent relating to the satisfaction and discharge contemplated by this provision have been complied with, and at the cost and expense of the Issuer, shall execute proper instruments acknowledging such satisfaction and discharging this Indenture. The Issuer agrees to reimburse the Trustee for any costs or expenses thereafter reasonably and properly incurred, and to compensate the Trustee

for any services thereafter reasonably and properly rendered, by the Trustee in connection with this Indenture or the Securities.

(b) If at any time (i) the Issuer shall have paid or caused to be paid the principal of, premium, if any, and interest, if any, on all the Securities of any series Outstanding (other than Securities of such series which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 2.9) as and when the same shall have become due and payable, or (ii) the Issuer shall have delivered to the Trustee for cancellation all Securities of any series theretofore authenticated (other than any Securities of such series which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 2.9), or (iii) in the case of any series of Securities with respect to which the exact amount described in clause (B) below can be determined at the time of making the deposit referred to in such clause (B), (A) all the Securities of such series not theretofore delivered to the Trustee for cancellation shall have become due and payable, or by their terms are to become due and payable within one year or are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption, and (B) the Issuer shall have irrevocably deposited or caused to be deposited with the Trustee as funds in trust, specifically pledged as security for, and dedicated solely to, the benefit of the Holders of Securities of such series, cash in an amount (other than moneys repaid by the Trustee or any paying agent to the Issuer in accordance with Section 10.4) or non-callable, non-prepayable bonds, notes, bills or other similar obligations issued or guaranteed by the United States government or any agency thereof the full and timely payment of which are backed by the full faith and credit of the United States ("U.S. Government Obligations"), maturing as to principal and interest, if any, at such times and in such amounts as will insure the availability of cash, or a combination thereof, sufficient in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay (1) the principal of, premium, if any, and interest, if any, on all Securities of such series on each date that such principal of, premium, if any, or interest, if any, is due and payable, and (2) any mandatory sinking fund payments on the dates on which such payments are due and payable in accordance with the terms of the Indenture and the Securities of such series; then the Issuer shall be deemed to have paid and discharged the entire indebtedness on all the Securities of such series on the date of the deposit referred to in clause (B) above and the provisions of this Indenture with respect to the Securities of such series shall no longer be in effect (except, in the case of clause (iii) of this Section 10.1(b), as to (I) rights of registration of transfer and exchange of Securities of such series, (II) rights of substitution of mutilated, defaced,

destroyed, lost or stolen Securities of such series, (III) rights of Holders of Securities of such series to receive payments of principal thereof and premium, if any, and interest, if any, thereon upon the original stated due dates therefor (but not upon acceleration), and remaining rights of the Holders of Securities of such series to receive mandatory sinking fund payments thereon, if any, when due, (IV) the rights, obligations, duties and immunities of the Trustee hereunder, (V) the rights of the Holders of Securities of such series as beneficiaries hereof with respect to the property so deposited with the Trustee payable to all or any of them and (VI) the obligations of the Issuer under Section 3.2 with respect to Securities of such series) and the Trustee, on demand of the Issuer accompanied by an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent contemplated by this provision have been complied with, and at the cost and expense of the Issuer, shall execute proper instruments acknowledging the same.

(c) The following provisions shall apply to the Securities of each series unless specifically otherwise provided in a Board Resolution, Officers' Certificate or indenture supplemental hereto provided pursuant to Section 2.3. In addition to discharge of the Indenture pursuant to the next preceding paragraph, in the case of any series of Securities with respect to which the exact amount described in subparagraph (A) below can be determined at the time of making the deposit referred to in such subparagraph (A), the Issuer shall be deemed to have paid and discharged the entire indebtedness on all the Securities of such a series on the 91st day after the date of the deposit referred to in subparagraph (A) below, and the provisions of this Indenture with respect to the Securities of such series shall no longer be in effect (except as to (i) rights of registration of transfer and exchange of Securities of such series, (ii) substitution of mutilated, defaced, destroyed, lost or stolen Securities of such series, (iii) rights of Holders of Securities of such series to receive payments of principal thereof, premium, if any, and interest, if any, thereon upon the original stated due dates therefor (but not upon acceleration), and remaining rights of the Holders of Securities of such series to receive mandatory sinking fund payments, if any, (iv) the rights, obligations, duties and immunities of the Trustee hereunder, (v) the rights of the Holders of Securities of such series as beneficiaries hereof with respect to the property so deposited with the Trustee payable to all or any of them and (vi) the obligations of the Issuer under Section 3.2 with respect to Securities of such series) and the Trustee, on demand of the Issuer accompanied by an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent contemplated by this provision have been complied with, and at the cost and expense of the Issuer, shall execute proper instruments acknowledging the same, if

(A) with reference to this provision the Issuer has irrevocably deposited or caused to be irrevocably deposited with the Trustee as funds in trust, specifically pledged as security for, and dedicated solely to, the benefit of the Holders of Securities of such series (1) cash in an amount, or (2) U.S. Government Obligations, maturing as to principal and interest, if any, at such times and in such amounts as will insure the availability of cash, or (3) a combination thereof, sufficient, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay (I) the principal of, premium, if any, and interest, if any, on all Securities of such series on each date that such principal or interest, if any, is due and payable, and (II) any mandatory sinking fund payments on the dates on which such payments are due and payable in accordance with the terms of the Indenture and the Securities of such series;

(B) such deposit will not result in a breach or violation of, or constitute a default under, any agreement or instrument to which the Issuer is a party or by which it is bound; and

(C) the Issuer has delivered to the Trustee an Opinion of Counsel based on the fact that (1) the Issuer has received from, or there has been published by, the Internal Revenue Service a ruling or (2), since the date hereof, there has been a change in the applicable United States federal income tax law, in either case to the effect that, and such opinion shall confirm that, the Holders of the Securities of such series will not recognize income, gain or loss for Federal income tax purposes as a result of such deposit, defeasance and discharge and will be subject to Federal income tax on the same amount and in the same manner and at the same times, as would have been the case if such deposit, defeasance and discharge had not occurred.

SECTION 10.2 Application by Trustee of Funds Deposited for Payment of Securities. Subject to Section 10.4, all moneys and U.S. Government Obligations deposited with the Trustee pursuant to Section 10.1 shall be held in trust, and such moneys and all moneys from such U.S. Government Obligations shall be applied by it to the payment, either directly or through any paying agent (including the Issuer acting as its own paying agent), to the Holders of the particular Securities of such series for the payment or redemption of which such moneys and U.S. Government Obligations have been deposited with the Trustee, of all sums due and to become due thereon for principal and interest, if any, but such moneys and U.S. Government Obligations

need not be segregated from other funds except to the extent required by law.

SECTION 10.3 Repayment of Moneys Held by Paying Agent. In connection with the satisfaction and discharge of this Indenture with respect to Securities of any series, all moneys then held by any paying agent under the provisions of this Indenture with respect to such series of Securities shall, upon demand of the Issuer, be repaid to it or paid to the Trustee and thereupon such paying agent shall be released from all further liability with respect to such moneys.

SECTION 10.4 Return of Moneys Held by Trustee and Paying Agent Unclaimed for Two Years. Any moneys deposited with or paid to the Trustee or any paying agent for the payment of the principal of, premium, if any, or interest, if any, on any Security of any series and not applied but remaining unclaimed for two years after the date upon which such principal, premium, if any, or interest, if any, shall have become due and payable, shall, upon the written request of the Issuer and unless otherwise required by mandatory provisions of applicable escheat or abandoned or unclaimed property law, be repaid to the Issuer by the Trustee for such series or such paying agent and the Holder of the Securities of such series shall, unless otherwise required by mandatory provisions of applicable escheat or abandoned or unclaimed property laws, thereafter look only to the Issuer for any payment which such Holder may be entitled to collect, and all liability of the Trustee or any paying agent with respect to such moneys shall thereupon cease.

SECTION 10.5 Indemnity for U.S. Government Obligations. The Issuer shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the U.S. Government Obligations deposited pursuant to Section 10.1 or the principal or interest received in respect of such obligations.

ARTICLE ELEVEN
MISCELLANEOUS PROVISIONS

SECTION 11.1 Partners, Incorporators, Stockholders, Officers and Directors of Issuer Exempt from Individual Liability. No recourse under or upon any obligation, covenant or agreement contained in this Indenture, or in any Security, or because of any indebtedness evidenced thereby, shall be had against any incorporator, as such or against any past, present or future stockholder, officer or director, as such, of the Issuer, or any partner of the Issuer or of any successor, either directly or through the Issuer or any successor, under any rule of law, statute or constitutional provision or by the

enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of the Securities by the Holders thereof and as part of the consideration for the issue of the Securities.

SECTION 11.2 Provisions of Indenture for the Sole Benefit of Parties and Holders of Securities. Nothing in this Indenture or in the Securities, expressed or implied, shall give or be construed to give to any Person, other than the parties hereto and their successors and the Holders of the Senior Indebtedness and the Holders of the Securities, any legal or equitable right, remedy or claim under this Indenture or under any covenant or provision herein contained, all such covenants and provisions being for the sole benefit of the parties hereto and their successors and of the Holders of the Securities.

SECTION 11.3 Successors and Assigns of Issuer Bound by Indenture. All the covenants, stipulations, promises and agreements in this Indenture contained by or on behalf of the Issuer shall bind its successors and assigns, whether so expressed or not.

SECTION 11.4 Notices and Demands on Issuer, Trustee and Holders of Securities. Any notice or demand which by any provision of this Indenture is required or permitted to be given or served by the Trustee or by the Holders of Securities to or on the Issuer, or as required pursuant to the Trust Indenture Act of 1939, may be given or served by being deposited postage prepaid, first-class mail (except as otherwise specifically provided herein) addressed (until another address of the Issuer is filed by the Issuer with the Trustee) to Triton Energy Corporation, 6688 North Central Expressway, Suite 1400, Dallas, Texas 75206-9926, Attention: Chairman of the Board. Any notice, direction, request or demand by the Issuer or any Holder of Securities to or upon the Trustee shall be deemed to have been sufficiently given or served by being deposited postage prepaid, first-class mail (except as otherwise specifically provided herein) addressed (until another address of the Trustee is filed by the Trustee with the Issuer) to United States Trust Company of New York, 114 West 47th Street, New York, New York 10036, Attention: Corporate Trust Department.

Where this Indenture provides for notice to Holders of Securities, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Holder entitled thereto, at his last address as it appears in the Security register. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall

be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

In case, by reason of the suspension of or irregularities in regular mail service, it shall be impracticable to mail notice to the Issuer when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be reasonably satisfactory to the Trustee shall be deemed to be sufficient notice.

SECTION 11.5 Officers' Certificates and Opinions of Counsel; Statements to Be Contained Therein. Upon any application or demand by the Issuer to the Trustee to take any action under any of the provisions of this Indenture, or as required pursuant to the Trust Indenture Act of 1939, the Issuer shall furnish to the Trustee an Officers' Certificate stating that all conditions precedent provided for in this Indenture relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent have been complied with, except that in the case of any such application or demand as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or demand, no additional certificate or opinion need be furnished.

Each certificate or opinion provided for in this Indenture (other than a certificate provided pursuant to Section 4.3(d)) and delivered to the Trustee with respect to compliance with a condition or covenant provided for in this Indenture shall include (a) a statement that the person making such certificate or opinion has read such covenant or condition, (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based, (c) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an opinion as to whether or not such covenant or condition has been complied with, and (d) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with.

Any certificate, statement or opinion of an officer of the Issuer may be based, insofar as it relates to legal matters, upon a certificate or opinion of or representations by counsel, unless such officer knows that the certificate or opinion or representations with respect to the matters upon which his certificate, statement or opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should know that the same are erroneous. Any certificate, statement or

opinion of counsel may be based, insofar as it relates to factual matters, on information with respect to which is in the possession of the Issuer, upon the certificate, statement or opinion of or representations by an officer or officers of the Issuer, unless such counsel knows that the certificate, statement or opinion or representations with respect to the matters upon which his certificate, statement or opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should know that the same are erroneous.

Any certificate, statement or opinion of an officer of the Issuer or of counsel may be based, insofar as it relates to accounting matters, upon a certificate or opinion of or representations by an accountant or firm of accountants in the employ of the Issuer, unless such officer or counsel, as the case may be, knows that the certificate or opinion or representations with respect to the accounting matters upon which his certificate, statement or opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should know that the same are erroneous.

Any certificate or opinion of any independent firm of public accountants filed with and directed to the Trustee shall contain a statement that such firm is independent.

SECTION 11.6 Payments Due on Saturdays, Sundays and Holidays. If the date of maturity of principal of or interest, if any, on the Securities of any series or the date fixed for redemption, purchase or repayment of any such Security shall not be a Business Day, then payment of interest, if any, premium, if any, or principal need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, purchase or repayment, and, in the case of payment, no interest shall accrue for the period after such date.

SECTION 11.7 Conflict of Any Provision of Indenture with Trust Indenture Act of 1939. If and to the extent that any provision of this Indenture limits, qualifies or conflicts with another provision included in this Indenture which is required to be included herein by any of Sections 310 to 317, inclusive, or is deemed applicable to this Indenture by virtue of the provisions, of the Trust Indenture Act of 1939, such required provision shall control.

SECTION 11.8 GOVERNING LAW. THIS INDENTURE AND EACH SECURITY SHALL BE DEEMED TO BE A CONTRACT UNDER THE LAWS OF THE STATE OF NEW YORK AND FOR ALL PURPOSES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS.

SECTION 11.9 Counterparts. This Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 11.10 Effect of Headings. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

ARTICLE TWELVE
REDEMPTION OF SECURITIES AND SINKING FUNDS

SECTION 12.1 Applicability of Article. The provisions of this Article shall be applicable to the Securities of any series which are redeemable before their maturity or to any sinking fund for the retirement of Securities of a series except as otherwise specified, as contemplated by Section 2.3 for Securities of such series.

SECTION 12.2 Notice of Redemption; Partial Redemptions. Notice of redemption to the Holders of Securities of any series to be redeemed as a whole or in part at the option of the Issuer shall be given by mailing notice of such redemption by first class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption to such Holders of Securities of such series at their last addresses as they shall appear in the Security register. Any notice which is mailed in the manner herein provided shall be conclusively presumed to have been duly given, whether or not the Holder receives the notice. Failure to give notice by mail, or any defect in the notice to the Holder of any Security of a series designated for redemption as a whole or in part shall not affect the validity of the proceedings for the redemption of any other Security of such series.

The notice of redemption to each such Holder shall specify (i) the principal amount of each Security of such series held by such Holder to be redeemed, (ii) the date fixed for redemption, (iii) the redemption price, (iv) the place or places of payment, (v) the CUSIP number relating to such Securities, (vi) that payment will be made upon presentation and surrender of such Securities, (vii) whether such redemption is pursuant to the mandatory or optional sinking fund, or both, if such be the case, (viii) whether interest, if any, (or, in the case of Original Issue Discount Securities, original issue discount) accrued to the date fixed for redemption will be paid as specified in such notice and (ix) whether on and after said date interest, if any, (or, in the case of Original Issue Discount Securities, original issue discount) thereon or on the portions thereof to be redeemed will cease to accrue. In case any Security of a series is to be

redeemed in part only, the notice of redemption shall state the portion of the principal amount thereof to be redeemed and shall state that on and after the date fixed for redemption, upon surrender of such Security, a new Security or Securities of such series in principal amount equal to the unredeemed portion thereof will be issued.

The notice of redemption of Securities of any series to be redeemed at the option of the Issuer shall be given by the Issuer or, at the Issuer's request, by the Trustee in the name and at the expense of the Issuer.

On or before the redemption date specified in the notice of redemption given as provided in this Section 12.2, the Issuer will deposit with the Trustee or with one or more paying agents (or, if the Issuer is acting as its own paying agent, set aside, segregate and hold in trust as provided in Section 3.5) an amount of money sufficient to redeem on the redemption date all the Securities of such series so called for redemption at the appropriate redemption price, together with accrued interest, if any, to the date fixed for redemption. The Issuer will deliver to the Trustee at least 45 days prior to the date fixed for redemption (unless a shorter notice period shall be satisfactory to the Trustee) an Officers' Certificate stating the aggregate principal amount of Securities to be redeemed. In case of a redemption at the election of the Issuer prior to the expiration of any restriction on such redemption, the Issuer shall deliver to the Trustee, prior to the giving of any notice of redemption to Holders pursuant to this Section, an Officers' Certificate stating that such restriction has been complied with.

If less than all the Securities of a series are to be redeemed, the Trustee shall select, in such manner as it shall deem appropriate and fair, Securities of such series to be redeemed. Securities may be redeemed in part in multiples equal to the minimum authorized denomination for Securities of such series or any multiple thereof. The Trustee shall promptly notify the Issuer in writing of the Securities of such series selected for redemption and, in the case of any Securities of such series selected for partial redemption, the principal amount thereof to be redeemed. For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Securities of any series shall relate, in the case of any Security redeemed or to be redeemed only in part, to the portion of the principal amount of such Security which has been or is to be redeemed.

SECTION 12.3 Payment of Securities Called for Redemption. If notice of redemption has been given as provided by this Article Twelve, the Securities or portions of Securities specified in such notice shall become due and payable on the date

and at the place or places stated in such notice at the applicable redemption price, together with interest, if any, accrued to the date fixed for redemption, and on and after said date (unless the Issuer shall default in the payment of such Securities at the redemption price, together with interest, if any, accrued to said date) interest, if any (or, in the case of Original Issue Discount Securities, original issue discount) on the Securities or portions of Securities so called for redemption shall cease to accrue, and such Securities shall cease from and after the date fixed for redemption (unless an earlier date shall be specified in a Board Resolution, Officers' Certificate or executed supplemental indenture referred to in Sections 2.1 and 2.3 by or pursuant to which the form and terms of the Securities of such series were established) except as provided in Sections 6.5 and 10.4, to be entitled to any benefit or security under this Indenture, and the Holders thereof shall have no right in respect of such Securities except the right to receive the redemption price thereof and unpaid interest, if any, to the date fixed for redemption. On presentation and surrender of such Securities at a place of payment specified in said notice, said Securities or the specified portions thereof shall be paid and redeemed by the Issuer at the applicable redemption price, together with interest, if any, accrued thereon to the date fixed for redemption; provided that payment of interest, if any, becoming due on or prior to the date fixed for redemption shall be payable to the Holders of Securities registered as such on the relevant record date subject to the terms and provisions of Sections 2.3 and 2.7 hereof.

If any Security called for redemption shall not be so paid upon surrender thereof for redemption, the redemption price shall, until paid or duly provided for, bear interest from the date fixed for redemption at the rate of interest or Yield to Maturity (in the case of an Original Issue Discount Security) borne by such Security.

Upon presentation of any Security redeemed in part only, the Issuer shall execute and the Trustee shall authenticate and deliver to or on the order of the Holder thereof, at the expense of the Issuer, a new Security or Securities of such series, and of like tenor, of authorized denominations, in principal amount equal to the unredeemed portion of the Security so presented.

SECTION 12.4 Exclusion of Certain Securities from Eligibility for Selection for Redemption. Securities shall be excluded from eligibility for selection for redemption if they are identified by registration and certificate number in an Officers' Certificate delivered to the Trustee at least 45 days prior to the last date on which notice of redemption may be given as being owned of record and beneficially by, and not pledged or

hypothecated by either (a) the Issuer, or (b) a Person specifically identified in such written statement as an Affiliate of the Issuer.

SECTION 12.5 Mandatory and Optional Sinking Funds. The minimum amount of any sinking fund payment provided for by the terms of the Securities of any series is herein referred to as a "mandatory sinking fund payment," and any payment in excess of such minimum amount provided for by the terms of the Securities of any series is herein referred to as an "optional sinking fund payment." The date on which a sinking fund payment is to be made is herein referred to as the "sinking fund payment date."

In lieu of making all or any part of any mandatory sinking fund payment with respect to any series of Securities in cash, the Issuer may at its option (a) deliver to the Trustee Securities of such series theretofore purchased or otherwise acquired (except upon redemption pursuant to the mandatory sinking fund) by the Issuer or receive credit for Securities of such series (not previously so credited) theretofore purchased or otherwise acquired (except as aforesaid) by the Issuer and delivered to the Trustee for cancellation pursuant to Section 2.10, (b) receive credit for optional sinking fund payments (not previously so, credited) made pursuant to this Section 12.5, or (c) receive credit for Securities of such series (not previously so credited) redeemed by the Issuer through any optional redemption provision contained in the terms of such series. Securities so delivered or credited shall be received or credited by the Trustee at the sinking fund redemption price specified in such Securities.

On or before the 60th day next preceding each sinking fund payment date for any series, the Issuer will deliver to the Trustee an Officers' Certificate (a) specifying the portion of the mandatory sinking fund payment to be satisfied by payment of cash and the portion to be satisfied by credit of Securities of such series and the basis for such credit, (b) stating that none of the Securities of such series to be so credited has theretofore been so credited, (c) stating that no defaults in the payment of interest or Events of Default with respect to such series have occurred (which have not been waived or cured or otherwise ceased to exist) and are continuing, and (d) stating whether or not the Issuer intends to exercise its right to make an optional sinking fund payment with respect to such series and, if so, specifying the amount of such optional sinking fund payment which the Issuer intends to pay on or before the next succeeding sinking fund payment date. Any Securities of such series to be credited and required to be delivered to the Trustee in order for the Issuer to be entitled to credit therefor as aforesaid which have not theretofore been delivered to the

Trustee shall be delivered for cancellation pursuant to Section 2.10 to the Trustee with such Officers' Certificate (or reasonably promptly thereafter if acceptable to the Trustee). Such Officers' Certificate shall be irrevocable and upon its receipt by the Trustee the Issuer shall become unconditionally obligated to make all the cash payments or payments therein referred to, if any, on or before the next succeeding sinking fund payment date. Failure of the Issuer, on or before any such 60th day, to deliver such Officers' Certificate and Securities (subject to the parenthetical clause in the second preceding sentence) specified in this paragraph, if any, shall not constitute a default but shall constitute, on and as of such date, the irrevocable election of the Issuer (i) that the mandatory sinking fund payment for such series due on the next succeeding sinking fund payment date shall be paid entirely in cash without the option to deliver or credit Securities of such series in respect thereof, and (ii) that the Issuer will make no optional sinking fund payment with respect to such series as provided in this Section 12.5.

If the sinking fund payment or payments (mandatory or optional or both) to be made in cash on the next succeeding sinking fund payment date plus any unused balance of any preceding sinking fund payments made in cash shall exceed $50,000, or a lesser sum if the Issuer shall so request with respect to the Securities of any particular series, such cash shall be applied on the next succeeding sinking fund payment date to the redemption of Securities of such series at the sinking fund redemption price together with accrued interest, if any, to the date fixed for redemption. If such amount shall be $50,000 or less and the Issuer makes no such request, then it shall be carried over until a sum in excess of $50,000 is available. The Trustee shall select, in the manner provided in Section 12.2, for redemption on such sinking fund payment date a sufficient principal amount of Securities of such series to absorb said cash, as nearly as may be, and shall (if requested in writing by the Issuer) inform the Issuer of the serial numbers of the Securities of such series (or portions thereof) so selected. The Issuer, or the Trustee, in the name and at the expense of the Issuer (if the Issuer shall so request the Trustee in writing) shall cause notice of redemption of the Securities of such series to be given in substantially the manner provided in Section 12.2 (and with the effect provided in Section 12.3) for the redemption of Securities of such series in part at the option of the Issuer. The amount of any sinking fund payments not so applied or allocated to the redemption of Securities of such series shall be added to the next cash sinking fund payment for such series and, together with such payment, shall be applied in accordance with the provisions of this Section 12.5. Any and all sinking fund moneys held on the stated maturity date of the Securities of any particular series (or earlier, if such maturity is accelerated),

which are not held for the payment or redemption of particular Securities of such series shall be applied, together with other moneys, if necessary, sufficient for the purpose, to the payment of the principal of, and interest, if any, on, the Securities of such series at maturity.

On or before each sinking fund payment date, the Issuer shall pay to the Trustee in cash or shall otherwise provide for the payment of all interest, if any, accrued to the date fixed for redemption on Securities to be redeemed on such sinking fund payment date.

The Trustee shall not redeem or cause to be redeemed any Securities of a series with sinking fund moneys or give any notice of redemption of Securities for such series by operation of the sinking fund during the continuance of a default in payment of interest on such Securities or of any Event of Default with respect to such series except that, where the giving of notice of redemption of any Securities shall theretofore have been made, the Trustee shall redeem or cause to be redeemed such Securities, provided that it shall have received from the Issuer a sum sufficient for such redemption. Except as aforesaid, and subject to Article Thirteen, any moneys in the sinking fund for such series at the time when any such default or Event of Default known to a Responsible Officer of the Trustee shall occur, and any moneys thereafter paid into the sinking fund, shall, during the continuance of such default or Event of Default, be deemed to have been collected under Article Five and held for the payment of all such Securities. In case such Event of Default shall have been waived as provided in Article Five or the default cured on or before the 60th day preceding the sinking fund payment date in any year, such moneys shall thereafter be applied on the next succeeding sinking fund payment date in accordance with this Section to the redemption of such Securities.

ARTICLE THIRTEEN
SUBORDINATION

SECTION 13.1 Securities Subordinated to Senior Indebtedness. (a) The Issuer covenants and agrees, and each Holder of Securities of each series, by his acceptance thereof, likewise covenants and agrees, that anything in this Indenture or the Securities of any series to the contrary notwithstanding, the indebtedness evidenced by the Securities of each series is subordinate and junior in right of payment, to the extent provided herein, to all Senior Indebtedness, whether outstanding on the date of execution of this Indenture or thereafter created, incurred or assumed, and that the subordination is for the benefit of the holders of Senior Indebtedness but the Securities shall in all respects rank pari passu with all other Senior

Subordinated Indebtedness of the Issuer. The Securities shall rank senior to all existing and future Indebtedness of the Issuer that is neither Senior Indebtedness nor Senior Subordinated Indebtedness and only Indebtedness of the Issuer that is Senior Indebtedness shall rank senior to the Securities in accordance with the provisions set forth herein.

(b) Subject to Section 13.4, if (i) the Issuer shall default in the payment of any principal of, premium, if any, or interest, if any, on any Senior Indebtedness when the same becomes due and payable, whether at maturity or at a date fixed for prepayment or by declaration of acceleration or otherwise, or (ii) any other default shall occur with respect to Senior Indebtedness and the maturity of such Senior Indebtedness has been accelerated in accordance with its terms, then, upon written notice of such default to the Issuer and the Trustee by the holders of Senior Indebtedness or any trustee therefor, unless and until, in either case, the default has been cured or waived, and any such acceleration has been rescinded or such Senior Indebtedness has been paid in full, no direct or indirect payment (in cash, property, securities, by set-off or otherwise) shall be made or agreed to be made on account of the principal of, premium, if any, or interest, if any, on any of the Securities, or in respect of any redemption, retirement, purchase or other acquisition of any of the Securities other than those made in capital stock of the Issuer (or cash in lieu of fractional shares thereof).

(c) If any default (other than a default described in paragraph (b) of this Section 13.1) shall occur under the Senior Indebtedness, pursuant to which the maturity thereof may be accelerated immediately without further notice (except such notice as may be required to effect such acceleration) or the expiration of any applicable grace periods occurs (a "Senior Nonmonetary Default"), then, upon the receipt by the Issuer and the Trustee of written notice thereof (a "Payment Notice") from or on behalf of holders of such Senior Indebtedness specifying an election to prohibit such payment and other action by the Issuer in accordance with the following provisions of this paragraph (c), the Issuer may not make any payment or take any other action that would be prohibited by paragraph (b) of this Section 13.1 during the period (the "Payment Blockage Period") commencing on the date of receipt of such Payment Notice and ending on the earlier of (i) the date, if any, on which the holders of such Senior Indebtedness or their representative notify the Trustee that such Senior Nonmonetary Default is cured or waived or ceases to exist or the Senior Indebtedness to which such Senior Nonmonetary Default relates is discharged or (ii) the 179th day after the date of receipt of such Payment Notice. Notwithstanding the provisions described in the immediately preceding sentence, the Issuer may resume payments on the

Securities following such Payment Blockage Period.

(d) If (i) (A) without the consent of the Issuer, a receiver, conservator, liquidator or trustee of the Issuer or of any of its property is appointed by the order or decree of any court or agency or supervisory authority having jurisdiction, and such decree or order remains in effect for more than 60 days or (B) the Issuer is adjudicated bankrupt or insolvent or (C) any of its property is sequestered by court order and such order remains in effect for more than 60 days or (D) a petition is filed against the Issuer under any state or federal bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or receivership law of any jurisdiction whether now or hereafter in effect (including without limitation the Bankruptcy Code), and is not dismissed within 60 days after such filing; or (ii) the Issuer (A) commences a voluntary case or other proceeding seeking liquidation, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or other relief with respect to itself or its debt or other liabilities under any bankruptcy, insolvency or other similar law now or hereafter in effect (including without limitation the Bankruptcy Code) or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or (B) consents to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or (C) fails generally to, or cannot, pay its debts generally as they become due or (D) takes any corporate action to authorize or effect any of the foregoing; or (iii) any Subsidiary of the Issuer takes, suffers or permits to exist any of the events or conditions referred to in the foregoing clause (i) or (ii), then all Senior Indebtedness (including any interest thereon accruing after the commencement of any such proceedings) shall first be paid in full before any payment or distribution, whether in cash, securities or other property, shall be made to any Holder of any Securities on account thereof. Any payment or distribution, whether in cash, securities or other property (other than securities of the Issuer or any other corporation provided for by a plan of reorganization or readjustment the payment of which is subordinate, at least to the extent provided in these subordination provisions with respect to the indebtedness evidenced by the Securities to the payment of all Senior Indebtedness then outstanding and to any securities issued in respect thereof under any such plan of reorganization or adjustment) which would otherwise (but for these subordination provisions) be payable or deliverable in respect of the Securities of any series shall be paid or delivered directly to the holders of Senior Indebtedness in accordance with the priorities then existing among such holders until all Senior Indebtedness (including any interest thereon accruing after the commencement of any such proceedings) shall

have been paid in full. In the event of any such proceeding, after payment in full of all sums owing with respect to Senior Indebtedness, the Holders of the Securities, together with the holders of any obligations of the Issuer ranking on a parity with the Securities, shall be entitled to be paid from the remaining assets of the Issuer the amounts at the time due and owing on account of unpaid principal of and interest, if any, on the Securities and such other obligations before any payment or other distribution, whether in cash, property or otherwise, shall be made on account of any capital stock or any obligations of the Issuer ranking junior to the Securities and such other obligations.

(e) If, notwithstanding the foregoing, any payment or distribution of any character, whether in cash, securities or other property (other than securities of the Issuer or any other corporation provided for by a plan of reorganization or readjustment the payment of which is subordinate, at least to the extent provided in the subordination provisions with respect to the indebtedness evidenced by the Securities, to the payment of all Senior Indebtedness then outstanding and to any securities issued in respect thereof under any such plan of reorganization or readjustment), shall be received by the Trustee or any Holder in contravention of any of the terms hereof, such payment or distribution of securities shall be received in trust for the benefit of and shall be paid over or delivered and transferred to the holders of the Senior Indebtedness then outstanding in accordance with the priorities then existing among such holders for application to the payment of all Senior Indebtedness remaining unpaid, to the extent necessary to pay all such Senior Indebtedness in full. In the event of the failure of the Trustee or any Holder to endorse or assign any such payment, distribution or security, each holder of Senior Indebtedness is hereby irrevocably authorized to endorse or assign the same.

(f) No present or future holder of any Senior Indebtedness shall be prejudiced in the right to enforce subordination of the indebtedness evidenced by the Securities by any act or failure to act on the part of the Issuer or any Holder of Securities. Nothing contained herein shall impair, as between the Issuer and the Holders of Securities of each series, the obligation of the Issuer to pay to such Holders the principal of and interest, if any, on such Securities or prevent the Trustee or the Holder from exercising all rights, powers and remedies otherwise permitted by applicable law or hereunder upon a default or Event of Default hereunder, all subject to the rights of the holders of the Senior Indebtedness to remove cash, securities or other property otherwise payable or deliverable to the Holders.

(g) Senior Indebtedness shall not be deemed to have been paid in full unless the holders thereof shall have received

cash, securities or other property equal to the amount of such Senior Indebtedness then outstanding. Upon the payment in full of all Senior Indebtedness, the Holders of Securities of each series shall be subrogated to all rights of any holders of Senior Indebtedness to receive any further payment or distributions applicable to the Senior Indebtedness until the indebtedness evidenced by the Securities of such series shall have been paid in full and such payments or distributions received by such Holders, by reason of such subrogation, of cash, securities or other property which otherwise would be paid or distributed to the holders of Senior Indebtedness, shall, as between the Issuer and its creditors other than the holders of Senior Indebtedness, on the one hand, and such Holders, on the other hand, be deemed to be a payment by the Issuer on account of Senior Indebtedness, and not on account of the Securities of such series.

(h) The provisions of this Section 13.1 shall not impair any rights, interests, remedies or powers of any secured creditor of the Issuer in respect of any security interest the creation of which is not prohibited by the provisions of this Indenture.

(i) The securing of any obligations of the Issuer, otherwise ranking on a parity with the Securities or ranking junior to the Securities, shall not be deemed to prevent such obligations from constituting, respectively, obligations ranking on a parity with the Securities or ranking junior to the Securities.

SECTION 13.2 Reliance on Certificate of Liquidating Agent; Further Evidence as to Ownership of Senior Indebtedness. Upon any payment or distribution of assets of the Issuer, the Trustee and the Holders shall be entitled to rely upon an order or decree issued by any court of competent jurisdiction in which such dissolution or winding up or liquidation or reorganization or arrangement proceedings are pending or upon a certificate of the bankruptcy trustee, receiver, assignee for the benefit of creditors or other Person making such payment or distribution, delivered to the Trustee or to the Holders, for the purpose of ascertaining the Persons entitled to participate in such distribution, the holders of the Senior Indebtedness and other indebtedness of the Issuer, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article Thirteen. In the absence of any such bankruptcy trustee, receiver, assignee or other Person, the Trustee shall be entitled to rely upon written notice by a Person representing himself to be a holder of Senior Indebtedness (or a trustee or representative on behalf of such holder) as evidence that such Person is a holder of Senior Indebtedness (or is such a trustee or representative). If the Trustee determines, in good faith,

that further evidence is required with respect to the right of any Person as a holder of Senior Indebtedness to participate in any payment or distributions pursuant to this Article Thirteen, the Trustee may request such Person to furnish evidence to the reasonable satisfaction of the Trustee as to the amount of Senior Indebtedness held by such Person, as to the extent to which such Person is entitled to participate in such payment or distribution, and to other facts pertinent to the rights of such Person under this Article Thirteen, and if such evidence is not furnished, the Trustee may defer any payment to such Person pending judicial determination as to the right of such Person to receive such payment.

SECTION 13.3 Payment Permitted If No Default. Nothing contained in this Article Thirteen or elsewhere in this Indenture, or in any of the Securities, shall prevent (a) the Issuer at any time, except during the pendency of any default with respect to Senior Indebtedness described in Section 13.1(b) or Section 13.1(c) or of any of the events described in Section 13.1(d), from making payments of the principal of or interest, if any, on the Securities, or (b) the application by the Trustee or any paying agent of any moneys deposited with it hereunder to payments of the principal of or interest, if any, on the Securities, if, at the time of such deposit, the Trustee or such paying agent, as the case may be, did not have the written notice provided for in Section 13.5 of any event prohibiting the making of such deposit, or if, at the time of such deposit (whether or not in trust) by the Issuer with the Trustee or paying agent (other than the Issuer) such payment would not have been prohibited by the provisions of this Article Thirteen, and the Trustee or any paying agent shall not be affected by any notice to the contrary received by it on or after such date.

SECTION 13.4 Disputes with Holders of Certain Senior Indebtedness. Any failure by the Issuer to make any payment on or under any Senior Indebtedness, other than any Senior Indebtedness as to which the provisions of this Section 13.4 shall have been waived by the Issuer in the instrument or instruments by which the Issuer incurred, assumed, guaranteed or otherwise created such Senior Indebtedness, shall not be deemed a default under Section 13.1 hereof if (i) the Issuer shall be disputing its obligation to make such payment or perform such obligation, and (ii) either (A) no final judgment relating to such dispute shall have been issued against the Issuer which is in full force and effect and is not subject to further review, including a judgment that has become final by reason of the expiration of the time within which a party may seek further appeal or review, or (B) if a judgment that is subject to further review or appeal has been issued, the Issuer shall in good faith be prosecuting an appeal or other proceeding for review, and a stay of execution shall have been obtained pending such appeal or

review.

SECTION 13.5 Trustee Not Charged with Knowledge of Prohibition. Anything in this Article Thirteen or elsewhere in this Indenture contained to the contrary notwithstanding, the Trustee shall not at any time be charged with knowledge of the existence of any facts which would prohibit the making of any payment of moneys to or by the Trustee and shall be entitled to assume conclusively that no such facts exist and that no event specified in clauses (b) and (c) of Section 13.1 has happened unless and until the Trustee shall have received an Officers' Certificate to the effect or notice in writing to that effect signed by or on behalf of the holder or holders, or the representatives, of Senior Indebtedness who shall have been certified by the Issuer or otherwise established to the reasonable satisfaction of the Trustee to be such holder or holders or representatives or from any trustee under any indenture pursuant to which such Senior Indebtedness shall be outstanding; provided, however, that, if the Trustee shall not have received the Officers' Certificate or notice provided for in this Section 13.5 at least three Business Days preceding the date upon which by the terms hereof any moneys become payable for any purpose (including, without limitation, the payment of either the principal of or interest, if any, on any Security), then, anything herein contained to the contrary notwithstanding, the Trustee shall have full power and authority to receive such moneys and apply the same to the purpose for which they were received and shall not be affected by any notice to the contrary that may be received by it within three Business Days preceding such date. The Issuer shall give prompt written notice to the Trustee and to each paying agent of any facts that would prohibit any payment of moneys to or by the Trustee or any paying agent, and the Trustee shall not be charged with knowledge of the curing of any default or the elimination of any other fact or condition preventing such payment or distribution unless and until the Trustee shall have received an Officers' Certificate to such effect.

SECTION 13.6 Trustee to Effectuate Subordination. Each Holder of Securities by his acceptance thereof authorizes and directs the Trustee on his behalf to take such action as may be necessary or appropriate to effectuate the subordination as between such Holder and holders of Senior Indebtedness as provided in this Article Thirteen and appoints the Trustee its attorney-in-fact for any and all such purposes.

SECTION 13.7 Rights of Trustee as Holder of Senior Indebtedness. The Trustee shall be entitled to all the rights set forth in this Article Thirteen with respect to any Senior Indebtedness which may at the time be held by it, to the same extent as any other holder of Senior Indebtedness and nothing in

this Indenture shall deprive the Trustee of any of its rights as such holder. Nothing in this Article Thirteen shall apply to claims of, or payments to, the Trustee under or pursuant to Section 6.6.

SECTION 13.8 Article Applicable to Paying Agents. In case at any time any paying agent other than the Trustee shall have been appointed by the Issuer and be then acting hereunder, the term "Trustee" as used in this Article Thirteen shall in such case (unless the context shall otherwise require) be construed as extending to and including such paying agent within its meaning as fully for all intents and purposes as if the paying agent were named in this Article Thirteen in addition to or in place of the Trustee; provided, however, that Sections 13.5 and 13.7 shall not apply to the Issuer if it acts as paying agent.

SECTION 13.9 Subordination Rights Not Impaired by Acts or Omissions of the Issuer or Holders of Senior Indebtedness. No right of any present or future holders of any Senior Indebtedness to enforce subordination as herein provided shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of the Issuer or by any act or failure to act, in good faith, by any such holder, or by any noncompliance by the Issuer with the terms, provisions and covenants of this Indenture, regardless of any knowledge thereof which any such holder may have or be otherwise charged with. The holders of Senior Indebtedness, may at any time or from time to time and in their absolute direction, change the manner, place or terms of payment, change or extend the time of payment of, or renew or alter, any such Senior Indebtedness, or amend or supplement any instrument pursuant to which any such Senior Indebtedness is issued or by which it may be secured, or release any security therefor, or exercise or refrain from exercising any other of their rights under such Senior Indebtedness, including, without limitation, the waiver of default thereunder, all without notice to or assent from the Holders of the Securities or the Trustee and without affecting the obligations of the Issuer, the Trustee or the Holders of Securities under this Article Thirteen.

SECTION 13.10 Trustee Not Fiduciary for Holders of Senior Indebtedness. The Trustee shall not be deemed to owe any fiduciary duty to the holders of the Senior Indebtedness, and shall not be liable to any such holders if it shall mistakenly pay over or distribute money or assets to Securityholders or the Issuer. With respect to the holders of Senior Indebtedness, the Trustee undertakes to perform or to observe only such of its covenants or obligations as are specifically set forth in this Article Thirteen and no implied covenants or obligations with respect to holders of Senior Indebtedness shall be read into this Indenture against the Trustee.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed, effective as of December 15, 1993.

TRITON ENERGY CORPORATION

By: \\Peter Rugg
Title: Senior Vice President

Attest:

By: \\Robert B. Holland, III
Title: Senior Vice President

UNITED STATES TRUST COMPANY OF NEW YORK,
as Trustee

By: _____
Title: _____

Attest:

By: _____
Title: _____

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE, dated as of December 15, 1993 (this "Supplemental Indenture"), between TRITON ENERGY CORPORATION, a Texas corporation as issuer (the "Issuer") and UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation as trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Issuer and the Trustee are parties to the Indenture dated as of December 15, 1993 (as amended, supplemented or otherwise modified from time to time, the "Indenture");

WHEREAS, the Board of Directors of the Issuer has adopted a Board Resolution authorizing the Issuer (i) to issue $170,000,000 in aggregate principal amount of its 9-3/4% Senior Subordinated Discount Notes due 2000 in the form attached hereto as Exhibit A (the "Notes"), which Notes shall constitute a series of Securities under the Indenture and (ii) in connection with issuance of the Notes and in accordance with the terms of Section 8.1 of the Indenture, to enter into this Supplemental Indenture without the consent of the Holders of Securities; and

WHEREAS, the Issuer has requested the Trustee and the Trustee has agreed to join in the execution of this Supplemental Indenture in accordance with the terms of Section 8.1 of the Indenture and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the Issuer and the Trustee mutually covenant and agree for the equal and proportionate benefit of the Holders from time to time of the Notes as follows:

SECTION 1. Amendments to the Indenture Relating to the Notes.

1.1 Amendments to Article One of the Indenture (Definitions). Article One of the Indenture is hereby amended in respect of the Notes and only in respect of the Notes as follows:

(a) by adding thereto the following new definitions in

their appropriate alphabetical order:

"Accreted Amount" as of any date of determination prior to December 15, 1996 means the sum of (a) the initial offering price of the Notes and (b) the portion of the original issue discount per Note which shall have been amortized with respect to such Note through such date, such original issue discount to be so amortized at the rate of 9-3/4% per annum (such percentage being expressed as a percentage of the sum of the initial offering price plus previously amortized original issue discount) using semi-annual compounding of such rate on each December 15 and June 15, commencing June 15, 1994, from the date of issuance of the Notes through the date of determination. For any date on or after December 15, 1996, Accreted Amount shall mean 100% of the principal amount of the Notes.

"Acquired Indebtedness" means Indebtedness of a Person (i) existing at the time such Person becomes a Subsidiary or (ii) assumed in connection with the acquisition of assets from a Person, other than Indebtedness incurred in connection with, or in contemplation of, such Person becoming a Subsidiary or such acquisition, as the case may be.

"Asset Sale" means any conveyance, transfer, lease or other disposition (including, without limitation, by way of merger or consolidation), directly or indirectly, in any consecutive 12-month period, in one or a series of related transactions, of (i) any of the Capital Stock of any Subsidiary or Special Subsidiary (other than the primary issuance and sale by a Subsidiary or Special Subsidiary of the Capital Stock of such Subsidiary or Special Subsidiary and other than the sale and issuance of directors' qualifying shares), (ii) all or substantially all of the properties and assets of any division or line of business of the Issuer or any of its "significant subsidiaries" (as defined in Regulation S-X promulgated by the Commission under the Exchange Act) or (iii) any other assets of the Issuer or any of its Subsidiaries or Special Subsidiaries outside of the ordinary course of business; provided, however, that with respect to a Special Subsidiary, clause (iii) above shall only apply to the extent the Issuer actually receives by dividend any of the net proceeds directly attributable thereto. For the purpose of this definition, the term "Asset Sale" shall not include any conveyance, transfer, lease or disposition of properties or assets of the Issuer (A) the gross proceeds of which do not exceed $1,000,000, (B) that is permitted pursuant to Section 9.1 of the Indenture or (C) that involves any transfer of Capital Stock, property or assets of a Subsidiary or Special

Subsidiary to the Issuer or any other Subsidiary or of the Issuer to a Restricted Subsidiary.

"Asset Sale Amount" shall have the meaning set forth in Section 3.9(c).

"Asset Sale Offer" shall have the meaning set forth in Section 3.9(c).

"Asset Sale Offer Date" shall have the meaning set forth in Section 3.9(c).

"Asset Sale Offer Notice" shall have the meaning set forth in Section 3.9(e).

"Asset Sale Offer Price" shall have the meaning set forth in Section 3.9(c).

"Asset Sale Purchase Date" shall have the meaning set forth in Section 3.9(d).

"Asset Sale Purchase Notice" shall have the meaning set forth in Section 3.9(f).

"Average Quoted Price" means, with respect to any security, the average of the Quoted Prices of such security for 30 consecutive trading days ending on the last full trading day prior to the time of determination set by the Issuer, which shall be any date no later than 10 days prior to the proposed incurrence of Indebtedness.

"Capital Stock" means, as applied to any Person, any and all shares, interests, participations, rights or other equivalents (however designated) of such Person's capital stock whether now outstanding or issued after the date of the Indenture except for Redeemable Stock.

"Capitalized Lease Obligation" means, as applied to any Person, any obligation relating to any property (whether real, personal or mixed) by that Person as lessee which, in conformity with GAAP, is required to be accounted for as a capital lease on the balance sheet of that Person.

"Cash Equivalents" means money, checks, demand deposit accounts, certificates of deposit or acceptances with a maturity of 180 days or less of any financial institution that is a member of the Federal Reserve System having combined capital and surplus and undivided profits of not less than $300,000,000, commercial paper with a maturity of 180 days or less issued by a corporation (except an Affiliate of the Issuer) organized under the laws of any

state of the United States of America or the District of Columbia and rated at least A-1 by Standard & Poor's Corporation and at least P-1 by Moody's Investors Service, Inc. and other instruments or investments of equivalent liquidity and safety.

"Change in Control" of the Issuer means the occurrence of any of the following: (i) any Person other than the Issuer, any Subsidiary of the Issuer, any Special Subsidiary or any employee benefit plan of either the Issuer or any Subsidiary of the Issuer or any Special Subsidiary, files a Schedule 13D or 14D-1 under the Exchange Act (or any successor schedule, form or report) disclosing that such Person has become the beneficial owner of 40% or more of the total combined voting power of the common stock and other voting Capital Stock of the Issuer entitled to vote immediately in the election of directors, (ii) there shall be consummated any consolidation or merger of the Issuer (a) in which the Issuer is not the continuing or surviving corporation or (b) pursuant to which the common stock of the Issuer would be converted into cash, securities or other property, in each case other than a consolidation or merger of the Issuer in which the holders of the Issuer's common stock immediately prior to the consolidation or merger have, directly or indirectly, at least a majority of the common equity of the continuing or surviving corporation immediately after the consolidation or merger or (iii) all or substantially all the Issuer's assets are sold to any Person.

"Change in Control Notice" shall have the meaning set forth in Section 3.14(c).

"Change in Control Offer" shall have the meaning set forth in Section 3.14(c).

"Change in Control Purchase Date" shall have the meaning set forth in Section 3.14(a).

"Change in Control Purchase Notice" shall have the meaning set forth in Section 3.14(c).

"Change in Control Purchase Price" shall have the meaning set forth in Section 3.14(a).

"Colombian Assets" means (i) the Capital Stock of Triton Colombia, (ii) the Capital Stock of any Subsidiary of Triton Colombia, (iii) the shares, interests, participations, rights or other equivalent means of ownership owned by the Issuer or a Subsidiary of the Issuer in any Joint Venture, provided such Joint Venture owns,

directly or indirectly, oil and gas properties or other property interests or rights to oil and gas production in the Santiago de las Atalayas and the Tauramena contract areas in Colombia, (iv) the Capital Stock of any Subsidiary of the Issuer (other than Triton Colombia and its Subsidiaries) that owns, directly or indirectly, oil and gas properties or other property interests or rights to oil and gas properties in the Santiago de las Atalayas and the Tauramena contract areas in Colombia and (v) assets, tangible and intangible, of the Issuer or any Subsidiary or Joint Venture referred to in clauses (i) through (iv) of this definition that are located in or pertain directly to the operations of the Issuer or any of its Subsidiaries in the Santiago de las Atalayas and the Tauramena contract areas in Colombia.

"Colombian Sale Redemption Price" means (i) with respect to any repurchase date prior to December 15, 1996, a price equal to 100% of Accreted Amount of the Notes to be so redeemed plus the Make-Whole Premium, (ii) with respect to any repurchase date on or after December 15, 1996 and before December 15, 1997, a price equal to 100% of the principal amount of the Notes to be so redeemed plus accrued and unpaid interest to the repurchase date plus the Make-Whole Premium, and (iii) with respect to any repurchase date on or after December 15, 1997, at the Redemption Price then applicable with respect to an optional redemption pursuant to the terms of the Indenture plus accrued and unpaid interest to the repurchase date.

"Consolidated Net Income" of the Issuer means, for any period taken as one accounting period, the net income (or loss) of the Issuer on a consolidated basis for such period determined in conformity with GAAP.

"Consolidated Net Worth" means, with respect to any Person, as at any date of determination, the consolidated stockholders' equity (or like balance sheet designation) of such Person as determined in accordance with GAAP.

"Currency Agreement" means any foreign exchange contract, currency swap agreement or other similar agreement or arrangement designed to protect the Issuer or any of its Subsidiaries or the Special Subsidiaries against fluctuations in currency values.

"Default" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"Deficiency" shall have the meaning set forth in Section 3.9(c).

"Excess Proceeds" shall have the meaning set forth in Section 3.9(b).

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as approved by a significant segment of the accounting profession, which are applicable to the circumstances as of the date of the Indenture.

"guarantee" means, as applied to any obligation, (i) a guaranty (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner, of any part or all of such obligation and (ii) an agreement, direct or indirect, contingent or otherwise, the practical effect of which is to assure in any way the payment or performance (or payment of damages in the event of non-performance) of any part or all of such obligation, including, without limiting the foregoing, the payment of amounts drawn down by letters of credit.

"Interest Rate Agreements" means the obligations of any Person pursuant to any interest rate swap agreement, interest rate collar agreement or other similar agreement or arrangement designed to protect such Person or any of its Subsidiaries against fluctuations in interest rates.

"Investment" means any direct or indirect advance, loan (other than advances to customers in the ordinary course of business, which are recorded as accounts receivable on the balance sheet of any Person) or other extension of credit or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition of Capital Stock, bonds, notes, debentures or other securities issued by, any other Person.

"Intercompany Agreement" means an intercompany agreement substantially in the form attached as an Exhibit B to the First Supplemental Indenture, dated as of December 15, 1993, between the Issuer and the Trustee.

"Joint Venture" means a joint venture, partnership or other similar arrangement, whether in corporate, partnership or other legal form, provided that, as to any such arrangement in corporate form, such corporation shall not,

as to any Person of which such corporation is a Subsidiary, be considered to be a Joint Venture to which such Person is a party.

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

"Make-Whole Premium" means, (I) at any time prior to December 15, 1996, the greater of (i) 1.0% of the Accreted Amount of such Note at such time and (ii) the excess of (A) the present value at such time of the Redemption Price of such Note as of any optional Redemption Date designated by the Issuer and all cash interest which would be payable or would accrue thereon through such Redemption Date, computed using a discount rate equal to the Treasury Yield plus 100 basis points, over (B) the Accreted Amount of such Note at such time or (II) at any time on or after December 15, 1996, the greater of (i) 1.0% of the principal amount of such Note plus accrued and unpaid interest to such date and (ii) the excess of (A) the present value at such time of the Redemption Price of such Note, computed as provided in clause (I)(ii)(A) above, over (B) the principal amount of such Note and accrued and unpaid interest thereon at such time.

"Material Subsidiary" means, at the time of determination, any Subsidiary or Special Subsidiary of the Issuer that (a) accounted for more than five percent of the consolidated revenues of the Issuer for the most recently completed fiscal year of the Issuer or (b) was the owner of more than five percent of the consolidated assets of the Issuer as at the end of such fiscal year, all as shown on the consolidated financial statements of the Issuer for such fiscal year.

"Net Cash Proceeds" means, with respect to any Asset Sale, the proceeds thereof in the form of cash or Cash Equivalents including payments in respect of deferred payment obligations when received in the form of cash or Cash Equivalents (except to the extent that such obligations are financed or sold with recourse to the Issuer or any Subsidiary) net of (i) brokerage commissions and other reasonable fees and expenses (including fees and expenses of counsel and investment bankers) related to such Asset Sale, (ii) provisions for all taxes payable as a result of such Asset Sale, (iii) payments made to retire Indebtedness where payment of such Indebtedness is required in connection with such Asset Sale and (iv) appropriate amounts to be provided

by the Issuer or any Subsidiary, as the case may be, as a reserve, in accordance with GAAP, against any liabilities associated with such Asset Sale and retained by the Issuer or any Subsidiary, as the case may be, after such Asset Sale, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset Sale.

"Notes" means the Issuer's 9-3/4% Senior Subordinated Discount Notes due 2000 in the aggregate principal amount of $170 million.

"1997 Notes" means the Issuer's 12 1/2% Senior Subordinated Discount Notes due 1997 in the aggregate principal amount of $240 million.

"Oil and Gas Reserve Estimate" means, on an after-tax basis, the standardized measure of discounted future net cash inflows relating to proved oil and gas reserves as calculated in accordance with Statement of Financial Accounting Standards No. 69, as in effect on the date of this Indenture, as adjusted for any (i) back-in interests or interest equalization and unitization arrangements with third parties and (ii) acquisitions, transfers or dispositions of interests in such reserves since the date as of which such standardized measure has been calculated (it being understood that in the case of any acquisition, the right to include such estimates shall be dependent upon the availability of such estimate from a nationally recognized engineering firm).

"Permitted Indebtedness" means (i) the Notes; (ii) the 1997 Notes; (iii) Indebtedness of the Issuer or any of its Subsidiaries or Special Subsidiaries outstanding on the date of the Indenture; (iv) obligations pursuant to Interest Rate Agreements or Currency Agreements; (v) with respect to any assets acquired or constructed after the date of this Indenture (including unimproved real property acquired prior to the date of this Indenture), Indebtedness under Capitalized Lease Obligations and purchase money mortgages; (vi) Indebtedness of the Issuer or any Subsidiary in respect of trade letters of credit and standby letters of credit incurred in the ordinary course of business in an aggregate amount not to exceed $25,000,000 at any time outstanding; (vii) loans or advances from a Subsidiary to the Issuer or another Subsidiary, provided that the obligation of the obliger of such Indebtedness is subject to an Intercompany Agreement; (viii) Indebtedness of the Issuer or any Subsidiary consisting of (A) guaranties, indemnities or obligations in respect of purchase price adjustments in

connection with the acquisition or disposition of assets and (B) guarantees of the Indebtedness of a Restricted Subsidiary, provided, however, that (I) to the extent such transaction involves an Affiliate, the obligation of the guarantor of such guarantee is subject to an agreement substantially in the form of the Intercompany Agreement, (II) such guarantee is subordinated to the Notes, and the agreement governing the guarantee shall include subordination provisions substantially similar to those set forth in the Indenture subordinating such guarantee to the Notes to the same extent as if the Notes were Senior Indebtedness, and (III) such incurrence of the guarantee is otherwise permitted under the provisions of Section 3.7 of the Indenture; (ix) any obligation or liability of the Issuer or any Subsidiary in respect of leasehold interests assigned by the Issuer or such Subsidiary to any other Person; (x) Indebtedness of the Issuer to any Restricted Subsidiary, provided, however, that (I) the obligation of the obligor of such Indebtedness is subject to an Intercompany Agreement, (II) such Indebtedness is subordinated to the Notes, and the agreement governing such Indebtedness shall include subordination provisions substantially similar to those set forth in the Indenture subordinating such Indebtedness to the Notes to the same extent as if the Notes were Senior Indebtedness, and (III) such incurrence of Indebtedness is otherwise permitted under the provisions of Section 3.7 of the Indenture; (xi) any renewals, extensions, substitutions, refinancings or replacements of any Indebtedness, including any successive extensions, renewals, substitutions, refinancings or replacements so long as the aggregate amount of Indebtedness represented thereby is not increased by such renewal, extension, substitution, refinancing or replacement unless otherwise permitted in the Indenture, such renewal, extension, substitution, refinancing or replacement does not reduce the average life to stated maturity or the stated maturity of such Indebtedness and, if the Indebtedness being renewed, extended, substituted, refinanced or replaced is Indebtedness of the Issuer, such renewal, extension, substitution, refinancing or replacement shall be Indebtedness of the Issuer; and (xii) additional Indebtedness (including Acquired Indebtedness) having a principal amount outstanding at issuance or at the date of assumption not to exceed $100 million, at any time outstanding.

"Permitted Investments" means (i) transactions reflected as debits and credits on the books and records of the Issuer and entered into in the ordinary course of business, consistent with past practices, in connection with the Issuer's cash management system and ongoing cost and

reimbursement arrangements among the Issuer and its Restricted Subsidiaries, all in accordance with GAAP, (ii) Investments in Restricted Subsidiaries, and (iii) Investments in an aggregate amount not exceeding $20 million outstanding at any time.

"Preferred Stock" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated) or such Person's preferred or preference stock whether now outstanding or issued after the date of the Indenture, which is preferred as to the payment of dividends or as to the distribution of assets upon any voluntary or involuntary liquidation of such Person, and includes, without limitation, all classes and series of preferred or preference stock.

"Quoted Price" with respect to any security means the last reported sales price (or, if no sales prices are reported, the average of the high and low bid prices on the last preceding trading day) of such security on the New York Stock Exchange Composite Tape or such other international, national or regional stock exchange upon which such security is listed, or, if such security is not listed on an international, national or regional stock exchange, as quoted on the National Association of Securities Dealers Automated Quotation System or the National Quotation Bureau Incorporated or similar quotation system. In the absence of one or more such quotations, the Board of Directors shall be entitled to determine the Quoted Price on the basis of such quotations or other information as it considers appropriate.

"Redeemable Stock" means any equity security that by its terms or otherwise is required to be redeemed prior to the Stated Maturity of the Notes, or is redeemable at the option of the holder thereof at any time prior to the Stated Maturity of the Notes.

"Redemption Date" when used with respect to any Note to be redeemed, means the date fixed for such redemption by or pursuant to the Indenture.

"Redemption Price" when used with respect to any Note to be redeemed, means the price at which it is to be redeemed pursuant to the Indenture.

"Restricted Payment" shall have the meaning set forth in Section 3.7.

"Special Subsidiaries" means Triton Europe p.l.c., Crusader Limited, New Zealand Petroleum Company Limited and Aero Services International, Inc.

"Stated Maturity" when used with respect to any Note, means the date specified in such Note as the fixed date on which the principal of such Note is due and payable.

"Treasury Yield" means the yield to maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled by and published in the most recent Federal Reserve Statistical Release H.15 (519) which has become publicly available at least two Business Days prior to the applicable repurchase date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the then remaining term of the Notes to the optional Redemption Date designated for purposes of the calculation of the Make-Whole Premium, provided that if such remaining term is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Treasury Yield shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if such remaining term is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

"Triton Colombia" means Triton Colombia, Inc., one of the Issuer's Wholly-owned Subsidiaries.

"Voting Stock" means the Capital Stock of any class or kind ordinarily (without regard to the occurrence of any contingency) having the power to vote for the election of directors of the Issuer.

"Wholly-owned Subsidiary" means, with respect to any Person, any Subsidiary of such Person, all of the outstanding shares of Capital Stock having the right to participate in the residual equity of such Subsidiary (other than qualifying shares required to be owned by directors) of which are owned directly by such Person or a wholly-owned Subsidiary of such Person.

(b) by deleting therefrom the definitions of the following defined terms in their respective entireties and substituting in lieu thereof the following new definitions:

"Affiliate" means, as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, that Person, or any other Person that owns, directly or indirectly, 5% or more of such

Person's Capital Stock. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities, by contract or otherwise.

"Indebtedness" of any Person means, without duplication, with respect to any Person, any indebtedness, whether or not contingent, in respect of borrowed money or evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements with respect thereto) or representing the balance deferred and unpaid of the purchase price of any property (including pursuant to Capitalized Lease Obligations and any conditional sale or other title retention agreement), except any such balance that constitutes an accrued expense or trade payable, if and to the extent any of the foregoing indebtedness would appear as a liability upon a balance sheet of such Person prepared in accordance with GAAP (but does not include contingent liabilities which appear only in a footnote to a balance sheet), and Indebtedness shall also include, to the extent not otherwise included, the guaranty of items which would be included within this definition and obligations in respect of Currency Agreements, the notional amount with respect to Interest Rate Agreements and the liquidation value of Preferred Stock (except that Indebtedness shall not include Preferred Stock of the Issuer).

"Restricted Subsidiary" means any Person of which at least 90% of the total voting power of outstanding shares of Capital Stock entitled (without regard to the occurrence of any contingency which does or may suspend or dilute the voting rights of such stock) to vote in the election of directors, managers or trustees thereof is at such time owned or controlled by the Issuer directly or through one or more of the other Subsidiaries of the Issuer or a combination thereof, provided, however, that Triton Colombia shall be deemed a Restricted Subsidiary for all purposes of this definition for as long as the Issuer shall retain the beneficial ownership of any of its Capital Stock having the right to vote on matters brought before shareholders generally, and provided, further, that a Special Subsidiary shall be deemed a Restricted Subsidiary at such time as it becomes at least 90% owned in accordance with this definition.

"Senior Indebtedness" shall mean (i) the principal of

and premium, if any, and interest on and all other monetary obligations of every kind or nature due on or in connection with any Indebtedness of the Issuer (other than as otherwise provided in this definition), whether outstanding on the date of the Indenture or thereafter created, incurred or assumed, unless, in the case of any particular Indebtedness, the instrument creating or evidencing the same or pursuant to which the same is outstanding expressly provides that such Indebtedness shall not be senior in right of payment to the Notes, and (ii) Indebtedness outstanding or incurred after the date of the Indenture under the Issuer's bank agreements. Notwithstanding the foregoing, Senior Indebtedness shall not include (a) the principal of and premium, if any, and interest on and all other monetary obligations of every kind or nature due on or in connection with any Indebtedness of the Issuer to a Subsidiary or any other Affiliate of the Issuer or any of such Affiliate's subsidiaries, (b) Indebtedness that is subordinate or junior in right of payment to any Indebtedness of the Issuer (including the 1997 Notes, as to which the Notes shall rank pari passu in right of payment), (c) Indebtedness that, when incurred, was without recourse to the Issuer, (d) any liability for federal, state, local or other taxes owed or owing by the Issuer, (e) that portion of any Indebtedness which at the time of issuance is issued in violation of the Indenture, (f) Indebtedness that is represented by Redeemable Stock, (g) amounts owing under leases (other than any Capitalized Lease Obligations), or (h) all amounts owed (except to banks and other financing institutions) for goods, materials or services purchased in the ordinary course of business or for compensation to employees.

"Subsidiary" means any Person of which at least 50% of the total voting power of outstanding shares of Capital Stock entitled (without regard to the occurrence of any contingency which does or may suspend or dilute the voting rights of such stock) to vote in the election of directors, managers or trustees thereof is at such time owned or controlled, by any Person directly or through one or more of the other Subsidiaries of that Person or a combination thereof, provided, however, that Triton Colombia shall be deemed a Subsidiary of the Issuer for all purposes of this definition and the Indenture for as long as the Issuer shall retain the beneficial ownership of any of its Capital Stock having the right to vote on matters brought before shareholders generally, and provided, further, that for purposes of this definition, the term Subsidiaries shall not include any Special Subsidiary until such time as it becomes a Restricted Subsidiary.

1.2 Amendments to Article Three of the Indenture

(Covenants of the Issuer). Article Three of the Indenture is hereby amended in respect of the Notes and only in respect of the Notes by adding thereto the following new Sections 3.6 through 3.16 in their appropriate numerical order:

"SECTION 3.6 Limitation on Indebtedness. The Issuer will not, and will not permit any of its Subsidiaries to, directly or indirectly, incur, create, assume, guarantee or in any other manner become directly or indirectly liable or responsible for the payment of, any Indebtedness (including any Acquired Indebtedness), other than Permitted Indebtedness, unless at the time of such event (a) (i) any such Indebtedness (other than Senior Indebtedness) has no sinking fund or amortization payment date or final maturity date prior to the Stated Maturity of the Notes and (ii) in the case of Indebtedness subordinated in right of payment to the Notes, the instrument evidencing such Indebtedness shall include subordination provisions substantially similar to those set forth in Article Thirteen subordinating such Indebtedness to the Notes to the same extent as if the Notes were Senior Indebtedness with respect to such Indebtedness and (b) after giving effect thereto and to any acquisition being financed through the incurrence of such Indebtedness (including Acquired Indebtedness) on a pro forma basis, either (i) the ratio expressed as a percentage of (A) the Indebtedness of the Issuer and its Restricted Subsidiaries to (B) the sum of (1) the Oil and Gas Reserve Estimate with respect to the Issuer and the Restricted Subsidiaries plus (2) the value of the Issuer's direct or indirect percentage ownership in publicly-held Subsidiaries (other than its Restricted Subsidiaries) engaged in oil and gas exploration, development, production or transportation and, without duplication, the Special Subsidiaries, in each case based upon the Average Quoted Price of the common stock of such Subsidiaries or Special Subsidiaries, shall not be greater than 40% or (ii) the ratio expressed as a percentage of (A) the Indebtedness of the Issuer and its Restricted Subsidiaries to (B) the sum of (1) the Indebtedness of the Issuer and its Restricted Subsidiaries plus (2) the product of the number of outstanding shares of the Issuer's common stock as of the date of determination multiplied by the Average Quoted Price of the Issuer's common stock, shall not be greater than 25%. For purposes of this calculation, (i) a Subsidiary shall be considered publicly-held if there is a Quoted Price available for its Capital Stock and (ii) the Oil and Gas Reserve Estimate shall include, in connection with an acquisition, on a pro forma basis the Oil and Gas Reserve Estimate, if any, of any acquired Person and shall be determined as of the end of the fiscal year of the Issuer and, if applicable, the acquired Person, most recently concluded if then available, but if not then available, the

end of the previous fiscal year of the Issuer and, if applicable, the acquired Person; provided, however, that the Issuer may, at its option, make such calculation utilizing a more recent Oil and Gas Reserve Estimate in lieu of the Oil and Gas Reserve Estimate referred to in the preceding clause if (a) such estimate is prepared, to the extent of at least 85% of the quantities of proven oil and gas reserves set forth in such estimate (which shall be determined on the basis that six thousand cubic feet of gas equal one barrel of oil), by a nationally recognized independent petroleum engineer, (b) such Oil and Gas Reserve Estimate is determined on a basis consistent with the estimate prepared at fiscal year end, except that the oil and gas prices and currency prices utilized therein shall be as of the date of such more recent estimate and (c) an officer authorized by the Issuer delivers to the Trustee a certificate to the effect that such estimate has been prepared in accordance with the requirements of Section 3.6.

SECTION 3.7 Limitation on Restricted Payments. The Issuer will not, and will not permit any Restricted Subsidiary to, directly or indirectly:

(i) declare or pay any dividend on, or make any distribution to holders of, any shares of the Issuer's Capital Stock (other than (A) the payment of a dividend within 60 days after the date of declaration thereof, (B) dividends or distributions payable in shares of its Capital Stock or in options, warrants or other rights to purchase such Capital Stock and (C) dividends on Preferred Stock, which Preferred Stock by its terms is not mandatorily redeemable or redeemable at the option of the holder thereof prior to the Stated Maturity of the Notes, provided that the dividend rate on such Preferred Stock on the date of its issuance shall not exceed the yield to maturity on the Notes calculated on the basis of the average Quoted Prices of the Notes for the 20 consecutive trading days ending 5 days prior to the issuance of such Preferred Stock, but excluding dividends or distributions payable in Redeemable Stock or in options, warrants or other rights to purchase Redeemable Stock except for dividends on such Redeemable Stock payable in shares of Redeemable Stock),

(ii) purchase, redeem or otherwise acquire or retire for value any Capital Stock of the Issuer or any Affiliate thereof, or any options, warrants or other rights to acquire such Capital Stock (other than (A) redemption of Preferred Stock that is convertible into common stock, provided that the average Quoted

Price of such common stock for the 30 consecutive trading days ending on the last full trading day prior to the date of the notice of such redemption equals or exceeds 130% of the conversion price of such Preferred Stock, (B) with respect to any Restricted Subsidiary, purchases or redemptions pursuant to the Issuer's Shareholders' Rights Plan or purchases or redemptions in the ordinary course of business not to exceed $10,000 a year, and (C) in connection with a transaction whereby a Subsidiary or a Special Subsidiary becomes a Restricted Subsidiary or a Subsidiary or a Special Subsidiary is being merged with or into the Issuer or a Restricted Subsidiary in accordance with the terms of this Indenture),

(iii) make any principal payment on, or redeem, repurchase, defease or otherwise acquire or retire for value, prior to any date earlier than six months before any scheduled principal payment, maturity, scheduled repayment or scheduled sinking fund payment, any Indebtedness which is subordinated in right of payment to, the prior payment of the Notes, provided, however, that such Indebtedness may be redeemed in connection with any refinancing of such Indebtedness so long as the new Indebtedness incurred in such refinancing is pari passu with, or is subordinated in right of payment to, the Indebtedness being refinanced and has an average life equal to or greater than the Indebtedness being refinanced,

(iv) declare or pay any dividend or distribution on any Capital Stock of any Subsidiary to any Person (other than the Issuer or a Restricted Subsidiary) or purchase, redeem or otherwise acquire or retire for value, any Capital Stock of any Subsidiary held by any Person (other than the Issuer or any of its Restricted Subsidiaries),

(v) incur, create or assume any guarantee of Indebtedness of any Affiliate (other than guarantees of Indebtedness of a Restricted Subsidiary by the Issuer, guarantees of Indebtedness of the Issuer by any Subsidiary or guarantees of Indebtedness of any Subsidiary or Special Subsidiary of the Issuer by the Issuer pursuant to a transaction whereby any such Subsidiary or Special Subsidiary becomes a Restricted Subsidiary, including, without limitation, (a) the execution by the obligor of such obligation of an Intercompany Agreement and (b) the inclusion of provisions in the guarantee substantially similar to those set forth in Article Thirteen which subordinate

such guarantee to the Notes to the same extent as if the Notes were Senior Indebtedness with respect to such guarantee, provided that such guarantee is not otherwise prohibited by the terms of this Indenture), or

(vi) make any Investment (other than as permitted in the preceding clauses (ii) and (v) or a Permitted Investment) in any Person, other than an Investment in a Restricted Subsidiary or any Special Subsidiary which becomes a Restricted Subsidiary in connection with such Investment, provided that to the extent applicable (a) the obligation of the obligor in any such Investment is subject to an Intercompany Agreement and (b) the inclusion of provisions in the agreement governing the Investment substantially similar to those set forth in Article Thirteen which subordinate the Investment to the Notes to the same extent as if the Notes were Senior Indebtedness

(such payments or other actions described in the foregoing clauses (i) through (vi) are collectively referred to as "Restricted Payments") unless at the time of and after giving effect to the proposed Restricted Payment (the amount of any such Restricted Payment, if other than cash, as determined by the Board of Directors, whose determination shall be evidenced by a Board Resolution) (I) no Default or Event of Default exists or occurs as a result of such Restricted Payment, (II) the Issuer could incur at least $1.00 of additional Indebtedness (other than Permitted Indebtedness) in accordance with the provisions set forth in Section 3.6 (provided that in the case of Restricted Payments permitted in the preceding clauses (ii), (v) and (vi), the Issuer could incur at least $1.00 of additional Indebtedness, including Permitted Indebtedness) and (III) the aggregate amount expended for all Restricted Payments (excluding any amount repaid, returned or discharged in respect of any Restricted Payment) shall not exceed the sum of:

(A) 50% of the aggregate cumulative Consolidated Net Income of the Issuer (calculated to exclude net income of Subsidiaries that are not Restricted Subsidiaries and to exclude the after-tax effect of the net income of any Subsidiary to the extent that such Subsidiary is restricted or prohibited from declaring dividends) on a cumulative basis during the period beginning on the first day following the last fiscal year that ended prior to the date of this Indenture and ending on the last day of the Issuer's last fiscal quarter ending prior to the date of such proposed

Restricted Payment (or, if such aggregate cumulative Consolidated Net Income shall be a loss, minus 100% of such loss) and 50% of the aggregate cumulative dividends received by the Issuer from any Subsidiary or Special Subsidiary (other than a Restricted Subsidiary) during the same period, plus

(B) the aggregate net proceeds received (including, without limitation, Indebtedness or redemption or repurchase obligations discharged, repaid or otherwise satisfied upon any conversion of convertible Indebtedness or Redeemable Stock into Capital Stock of the Issuer) after the date of this Indenture as capital contributions from the issuance of Capital Stock other than Redeemable Stock;

provided, however, the failure to satisfy the conditions set forth in clauses (II) or (III) (but not (I)) above shall not prevent the Issuer or any Restricted Subsidiary from (y) making Restricted Payments not to exceed $5,000,000 in the aggregate (excluding any amount repaid, returned or discharged in respect of any Restricted Payment) which amount shall be in addition to any amounts paid under clause (III) above, or (z) making Restricted Payments necessary for and directly related (as determined in good faith by the Board of Directors and evidenced in a Board Resolution, which determination shall be conclusive) to the development, transportation or marketing of the oil and gas reserves of the Issuer and its Restricted Subsidiaries located in the Republic of Colombia, which amounts shall be in addition to any amounts paid under clause (III) above, and that in each case are not otherwise prohibited by the terms of this Indenture.

SECTION 3.8 Limitation on Transactions with Affiliates. The Issuer will not, and will not permit any of its Subsidiaries to, directly or indirectly, enter into any transaction or series of related transactions (including, without limitation, the sale, purchase, exchange or lease of assets, property or services) with any Affiliate (other than a wholly-owned Subsidiary) of the Issuer or any Subsidiary in an aggregate amount greater than $1,000,000 unless (i) such transaction or series of related transactions is on terms that are no less favorable to the Issuer or such Subsidiary, as the case may be, than those that would have been available in a comparable arm's-length transaction with an unaffiliated third party and (ii) (A) with respect to any transaction or series of related transactions involving aggregate payments in excess of $1,000,000, but less than $10,000,000, the Issuer delivers an Officer's Certificate to the Trustee generally describing such transaction and

certifying that such transaction or transactions complies with clause (i) above and (B) with respect to a transaction or series of transactions involving aggregate payments equal to or greater than $10,000,000, such transaction or transactions shall have received the approval of a majority of the disinterested directors of the Board of Directors (as evidenced by a Board Resolution by such disinterested directors, a certified copy of which has been delivered to the Trustee).

SECTION 3.9 Disposition of Proceeds of Asset Sales. (a) The Issuer will not, and will not permit any of its Subsidiaries (excluding the Special Subsidiaries, Triton Air Holdings, Inc. and their respective Subsidiaries) to, make any Asset Sale unless (i) such Asset Sale is for not less than the fair market value of the assets or shares sold (as determined by the Board of Directors and evidenced in a Board Resolution, which determination shall be conclusive), (ii) at least 85% of the consideration (not including the assumption of any Indebtedness by the purchaser in connection with such Asset Sale) consists of cash and Cash Equivalents and the fair market value (as determined in good faith by the Board of Directors and evidenced in a Board Resolution, which determination shall be conclusive) of debt and equity securities listed on any recognized securities exchange or traded in any recognized over-the-counter market, except (x) in the case of an Asset Sale involving oil and gas properties being sold to Persons other than Subsidiaries by one or more Subsidiaries of the Issuer or the Issuer, the consideration may consist solely or in part of oil and gas properties having a fair market value at least equal to the fair market value of the assets exchanged (as determined by the Board of Directors and evidenced by a Board Resolution, which determination shall be conclusive), (y) in the case of an Asset Sale involving Aero Services International, Inc., the consideration need not be for cash and may consist in whole or in part of a promissory note not to exceed $10,000,000, and (z) the Issuer may enter into farm-out transactions consistent with industry standards and otherwise in accordance with the terms of this Indenture, including, but not limited to, Section 3.8, and (iii) as otherwise set forth below.

(b) Within 12 months of any Asset Sale, the Issuer shall either (i) apply or cause the application of the Net Cash Proceeds of such Asset Sale, or a portion thereof, to the permanent repayment or prepayment of Senior Indebtedness or the 1997 Notes or (ii) invest, or enter into a legally binding agreement to invest, such Net Cash Proceeds, or a portion thereof, in properties and assets to replace the properties and assets that were the subject of such Asset

Sale or in properties and assets that (as determined by the Board of Directors and evidenced in a Board Resolution, which determination shall be conclusive) will be used in the business of the Issuer or its Subsidiaries, as the case may be, existing on the date of this Indenture or in businesses the principal purposes of which are related to the exploration, development, production or transportation of oil or gas, provided, however, that in the event the Issuer or any Subsidiary conveys, transfers, leases or otherwise disposes of, directly or indirectly, any of its Colombian Assets in a transaction or series of related transactions within any consecutive 12-month period the effect of which is to reduce the Oil and Gas Reserve Estimate of the Colombian Assets owned by the Issuer and/or its Subsidiaries by 50% or more (which value shall be determined by reference to the most recently available Oil and Gas Reserve Estimate, or by any subsequent estimate prepared by a nationally recognized petroleum engineering firm) or such transaction reduces the Issuer's direct and indirect net revenue interest in either the Santiago de las Atalayas or Tauramena contract areas of the Llanos Basin to less than 50% of such interest as of the date of this Indenture, calculated to give effect to back-in interests of and equalization and unitization arrangements with third parties, then the Issuer or such Subsidiary shall apply the Net Cash Proceeds resulting from such transaction and every transaction thereafter with respect to the Colombian Assets to either (A) permanently repay or prepay Senior Indebtedness or the 1997 Notes or (B) redeem the Notes at a price equal to the Colombian Sale Redemption Price and otherwise in accordance with the provisions of Article Twelve as if an optional redemption were being made, in each case within 90 days of such transaction. If any such legally binding agreement to invest any Net Cash Proceeds referred to in clause (ii) of the preceding sentence is terminated, then the Issuer may invest such Net Cash Proceeds, prior to the end of such 12-month period or within 90 days from such termination, whichever is later, in the business of the Issuer and its Subsidiaries as provided in clauses (i) and (ii) above. The amount of such Net Cash Proceeds not applied, used or invested as set forth above constitutes "Excess Proceeds."

(c) When the aggregate amount of Excess Proceeds equals $10,000,000 or more, the Issuer shall so notify the Trustee in writing and shall offer to purchase from all Holders of the Notes (an "Asset Sale Offer"), and shall purchase from Holders accepting such Asset Sale Offer on the date fixed for such Asset Sale Offer (the "Asset Sale Offer Date"), the maximum amount (expressed in integral multiples of aggregate principal amount of $1,000) of Notes that may be purchased out of the Excess Proceeds, in accordance with

the procedures set forth in Section 3.9(e) (the "Asset Sale Amount"), at an offer price (the "Asset Sale Offer Price") in cash in an amount equal to 100% of the Accreted Amount thereof on any Asset Sale Offer Date prior to December 15, 1996 or 100% of the principal amount thereof plus accrued and unpaid interest, if any, to any Asset Sale Offer Date on or after December 15, 1996, in accordance with the procedures set forth in Section 3.9(e). To the extent that the aggregate amount of Notes tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds relating thereto (such shortfall constituting a "Deficiency"), then the Issuer may use such Deficiency, or a portion thereof, for general corporate purposes. Upon completion of an Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero.

(d) If the Issuer becomes obligated to make an Asset Sale Offer pursuant to Section 3.9(c), Notes shall be purchased by the Issuer, at the option of the Holder thereof, in whole or in part in integral multiples of aggregate principal amount of $1,000, on a date that is not earlier than 30 days nor later than 60 days from the date the Asset Sale Offer Notice referred to in Section 3.9(e) below is given to Holders, or such later date as may be necessary for the Issuer to comply with requirements under the Exchange Act (such date, or such later date, being the "Asset Sale Purchase Date"), subject to proration in the event the Asset Sale Amount is less than the aggregate Asset Sale Offer Price of all Notes tendered and to satisfaction by or on behalf of the Holder of the requirements set forth in Section 3.9(f).

(e) Within 30 days after the date that the aggregate amount of Excess Proceeds equals or exceeds $10,000,000, the Issuer shall give written notice of the offer (an "Asset Sale Offer Notice") to the Trustee and to each Holder of the Notes, at their addresses appearing in the Note register, by first-class mail postage prepaid. The Trustee shall be under no obligation to ascertain whether the Issuer is obligated to make an Asset Sale Offer. The Asset Sale Offer Notice shall contain all instructions and materials necessary to enable the Holders to tender Notes, shall include a form of Asset Sale Purchase Notice (as defined in Section 3.9(f)) to be completed by the Holder and shall state or provide:

(i) that the Holder has the right to require the Issuer to repurchase, subject to proration, such Holder's Notes at the Asset Sale Offer Price and the date by which a Holder must give an Asset Sale Purchase Notice;

(ii) the Asset Sale Offer Price;

(iii) the Asset Sale Purchase Date;

(iv) that any Note not purchased will continue to accrue original issue discount and interest, as applicable;

(v) that Notes to be purchased shall, on the Asset Sale Purchase Date, become due and payable at the Asset Sale Offer Price and from and after such date (unless the Issuer shall default in the payment of the Asset Sale Offer Price) such Notes shall cease to accrue original issue discount and interest, as applicable;

(vi) that the Notes to be purchased are subject to proration in the event the Asset Sale Amount is less than the aggregate Asset Sale Offer Price of all Notes tendered;

(vii) (A) the Issuer's most recently filed Annual Report on Form 10-K (including audited consolidated financial statements), the Issuer's most recent subsequently filed Quarterly Report on Form 10-Q, as applicable, and any Current Report on Form 8-K of the Issuer filed subsequent to such Quarterly Report (or, if the Issuer is not required to file any of the foregoing forms, the comparable information required to be prepared by the Issuer pursuant to Section 4.3), (B) a description of any material developments in the Issuer's business since its latest annual or quarterly report filed with the Trustee pursuant to Section 4.3 and, if material, any appropriate pro forma financial information (including, but not limited to, pro forma historical income, cash flow and capitalization after giving effect to such Asset Sale) and (C) such other information, if any, concerning the business of the Issuer which the Issuer in good faith believes will enable such Holders to make an informed investment decision; and

(viii) the procedures a Holder must follow to exercise rights under Section 3.9(c) and a brief description of those rights and the procedures for withdrawing an Asset Sale Purchase Notice.

(f) A Holder may exercise its rights specified in Section 3.9(c) upon (i) delivery to the Paying Agent specified in the Asset Sale Offer Notice of a written notice

(an "Asset Sale Purchase Notice") at any time prior to the close of business on the Asset Sale Purchase Date, but not later than the close of business on the second Business Day next preceding the Asset Sale Purchase Date, stating (A) the certificate number of the Note that the Holder will tender to be purchased and (B) the portion of the aggregate principal amount of the Note that the Holder will tender to be purchased, which portion must be $1,000 or an integral multiple thereof, and (ii) delivery of such Note to such Paying Agent at such office prior to or on or after the Asset Sale Purchase Date (together with all necessary endorsements), such delivery being a condition to receipt by the Holder of the Asset Sale Offer Price therefor; provided that Notes to be purchased are subject to proration in the event the Asset Sale Amount is less than the aggregate Asset Sale Offer Price of all Notes tendered for purchase. If a Holder has elected to deliver to the Issuer for purchase a portion of a Note, and if the aggregate principal amount of such portion is $1,000 or an integral multiple thereof, the Issuer shall, subject to proration, purchase such portion from the Holder thereof pursuant to this Section 3.9. Provisions of this Indenture that apply to the purchase of all of a Note also apply to the purchase of a portion of such Note. Each Paying Agent shall promptly notify the Issuer of the receipt by the former of any and all Asset Sale Purchase Notices and any and all written notices of withdrawal thereof.

(g) Upon receipt by the Paying Agent specified in the Asset Sale Offer Notice of an Asset Sale Purchase Notice, the Holder of the Note in respect of which such Asset Sale Purchase Notice was given shall (unless such Asset Sale Purchase Notice is withdrawn pursuant to Section 3.9(k)) thereafter be entitled to receive solely the Asset Sale Offer Price with respect to such Note. Such Asset Sale Offer Price shall be paid to such Holder promptly following the later of the Business Day following the Asset Sale Purchase Date (provided the conditions in Section 3.9(f) have been satisfied) and the time of delivery of such Note to the relevant Paying Agent at the office of such Paying Agent by the Holder thereof in the manner required by Section 3.9(f).

(h) On or prior to 11:00 a.m., New York City time, on the Asset Sale Purchase Date, the Issuer shall deposit with the Paying Agent specified in the Asset Sale Offer Notice (or if the Issuer is acting as its own Paying Agent, segregate and hold in trust as provided in Section 6.5) an amount of money in same day funds (or New York Clearing House funds if such deposit is made prior to the Asset Sale Purchase Date) sufficient to pay the aggregate Asset Sale

Offered Price of all the Notes or portions thereof which are to be purchased on that date.

(i) Any Note that is to be purchased only in part shall be surrendered to the Paying Agent specified in the Asset Sale Offer Notice at the office of such Paying Agent (with, if the Issuer or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Issuer and the Trustee duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing), and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Note, without service charge, one or more new Notes of any authorized denomination as requested by such Holder in an aggregate principal amount equal to, and in exchange for, the portion of the principal amount of the Note so surrendered that is not purchased.

(j) The Issuer shall comply with any applicable tender offer rules then in effect, including Section 14(e) of the Exchange Act and Rule 14e-1 promulgated thereunder, in connection with an Asset Sale Offer. In the event of any conflict between such tender offer rules and the provisions set forth in this Section 3.9, such tender offer rules shall control.

(k) An Asset Sale Purchase Notice may be withdrawn before or after delivery by the Holder to the relevant Paying Agent at the office of such Paying Agent of the Note to which such Asset Sale Purchase Notice relates, by means of a written notice of withdrawal (by facsimile transmission or letter) received by such Paying Agent at such office not later than three Business Days prior to the Asset Sale Purchase Date, specifying, as applicable:

(i) the certificate number of the Note in respect of which such notice of withdrawal is being submitted;

(ii) the aggregate principal amount of the Notes initially outstanding hereunder with respect to which such notice of withdrawal is being submitted; and

(iii) the aggregate principal amount initially outstanding hereunder of the Note that remains subject to the original Asset Sale Purchase Notice and that has been or will be delivered for purchase by the Issuer.

A written notice of withdrawal may be in the form set forth in the preceding paragraph. Each Paying Agent will promptly return to the prospective Holders thereof any Notes with respect to which an Asset Sale Purchase Notice has been

withdrawn in compliance with this Indenture.

(l) The Issuer will not, and will not permit any Subsidiary to, create or permit to exist or become effective any restriction (other than restrictions existing under (i) Indebtedness as in effect on the date of this Indenture or (ii) any Senior Indebtedness existing on the date of this Indenture or thereafter) that would materially impair the ability of the Issuer to make an Asset Sale Offer to purchase the Notes upon an Asset Sale or, if such Asset Sale Offer is made, to pay for the Notes tendered for purchase.

SECTION 3.10 Limitation on Liens. The Issuer will not, and will not permit any of its Subsidiaries to, create, incur, assume or suffer to exist any Lien of any kind upon any of their respective assets or properties now owned or acquired after the date of this Indenture, or any income or profits therefrom, securing any Indebtedness of the Issuer that is expressly by its terms subordinate or junior in right of payment to any other Indebtedness of the Issuer, unless the Notes are equally and ratably secured, provided, however, that if such Lien securing such junior or subordinated Indebtedness ceases to exist, such equal and ratable Lien for the benefit of the Holders of the Notes shall cease to exist; provided, further, that the Lien securing such subordinated or junior Indebtedness shall be subordinated and junior to the Lien securing the Notes with the same relative priority as such subordinated or junior Indebtedness shall have with respect to the Notes.

For purposes of this Indenture, the Notes will be considered equally and ratably secured with any other Lien if the Lien securing the Notes is of at least equal priority and covers the same property or assets as such other Lien.

SECTION 3.11 Limitation Upon Other Senior Subordinated Indebtedness. The Issuer will not incur, create, assume, guarantee or in any other manner become directly or indirectly liable with respect to or be responsible for, or permit to remain outstanding, any Indebtedness (other than the Notes or the 1997 Notes) that is subordinate or junior in right of payment to any Senior Indebtedness of the Issuer, unless such Indebtedness is also pari passu with, or subordinate in right of payment to, the Notes pursuant to subordination provisions substantially similar to those set forth in Article Thirteen.

SECTION 3.12 Limitation on Dividends and Other Payment Restrictions Affecting Subsidiaries. The Issuer will not, and will not permit any of its Subsidiaries to, create or otherwise cause or suffer to exist or become effective any

consensual encumbrance or restriction on the ability of the Issuer or any Subsidiary to (i) pay dividends or make any other distributions on Capital Stock of any Subsidiary, (ii) pay any Indebtedness owed to the Issuer or any Subsidiary, (iii) make any Investment in the Issuer or any Subsidiary, or (iv) transfer any of its property or assets to the Issuer or any Subsidiary, except

(A) any encumbrance or restriction pursuant to an agreement in effect at or entered into on the date of this Indenture,

(B) any encumbrance or restriction with respect to a Person that is not a Subsidiary of the Issuer on the date of this Indenture, in existence at the time such Person becomes a Subsidiary of the Issuer or created on the date it becomes a Subsidiary and not incurred in connection with, or in contemplation of, such Person becoming a Subsidiary,

(C) any encumbrance or restriction on the ability of any Subsidiary to transfer any of its real property (and any improvements thereon) acquired after the date of this Indenture, to the Issuer or any Subsidiary that is required by a lender to, or purchaser of any Indebtedness of, such Subsidiary in connection with a financing of the acquisition of such property (and/or construction of such improvements) by such Subsidiary permitted under this Indenture,

(D) any encumbrance or restriction pursuant to any agreement that extends, refinances, renews or replaces any agreement containing any of the restrictions described in the foregoing clauses (A) through (C), provided, however, that the terms and conditions of any such restrictions are not materially less favorable to the Holders of the Notes than those under or pursuant to the agreement evidencing the Indebtedness so extended, refinanced, renewed or replaced,

(E) encumbrances or restrictions arising under law,

(F) any encumbrance or restriction arising under customary non-assignment provisions in installment purchase contracts, and

(G) in the case of clause (iv) above, restrictions contained in security agreements permitted by this Indenture securing Indebtedness permitted by this Indenture to the extent such restrictions restrict the

transfer of property subject to such security agreements or any renewals, extensions, substitutions, refinancings or replacements of such Indebtedness, provided, however, that the terms and conditions of any such restrictions shall not be materially less favorable to the Holders of the Notes than those under or pursuant to the agreement evidencing the Indebtedness so renewed, extended, substituted refinanced, or replaced.

SECTION 3.13 Limitation on Guaranties. (a) The Issuer will not permit any Subsidiary, directly or indirectly, to assume, guarantee or in any other manner become liable with respect to the payment of any Senior Indebtedness, unless (i) such Subsidiary simultaneously executes and delivers a supplemental indenture to this Indenture providing for the guarantee of the payment of the Notes by such Subsidiary, which guarantee shall include subordination provisions substantially similar to those set forth in Article Thirteen to the same extent as the Notes are subordinated to Senior Indebtedness; and (ii) such Subsidiary waives and will not in any manner whatsoever claim or take the benefit or advantage of, any rights of reimbursement, indemnity or subrogation or any other rights against the Issuer or any other Subsidiary as a result of such payment by such Subsidiary under its guarantee. Notwithstanding the foregoing, any such guarantee by a Subsidiary of the Notes shall provide by its terms that it shall be automatically and unconditionally released and discharged upon the release or discharge of such guarantee of payment of such Senior Indebtedness.

(b) The Issuer will not permit any Subsidiary, directly or indirectly, to assume, guarantee or in any other manner become liable with respect to the payment of any Indebtedness which is pari passu with or subordinated to the Notes, unless such Subsidiary simultaneously executes and delivers a supplemental indenture to this Indenture providing for a guarantee of the payment of the Notes by such Subsidiary; provided, however, in the case of such Subsidiary's assumption, guarantee or other liability with respect to Indebtedness subordinated to the Notes, such guarantee, assumption or other liability shall be subordinated to such Subsidiary's guarantee of the Notes to the same extent as such Indebtedness is subordinated to the Notes; and provided, further, that this Section 3.13(b) shall not be applicable to any guarantee, assumption or other liability of any Subsidiary of the Issuer in existence on the date of this Indenture or that (i) existed at the time such Person became a Subsidiary of the Issuer and (ii) was not incurred in connection with, or in contemplation of,

such Person becoming a Subsidiary of the Issuer. Notwithstanding the foregoing, any such guarantee of the Notes by a Subsidiary shall provide by its terms that it shall be automatically and unconditionally released and discharged upon the release or discharge of such guarantee of such Indebtedness that is pari passu with or subordinated to the Notes.

SECTION 3.14 Purchase of Notes Upon Change in Control. (a) If there shall have occurred a Change in Control, Notes shall be purchased by the Issuer, at the option of the Holder thereof, in whole or in part in integral multiples of aggregate principal amount of $1,000, on a date that is not earlier than 45 days nor later than 60 days from the date the Change in Control Notice referred to in paragraph (c) below is given to Holders or such later date as may be necessary for the Issuer to comply with requirements under the Exchange Act (such date, or such later date, being the "Change in Control Purchase Date"), at a purchase price in cash (the "Change in Control Purchase Price") equal to 101% of the Accreted Amount thereof on any Change in Control Purchase Date prior to December 15, 1996 or 101% of the principal amount thereof plus accrued and unpaid interest, if any, to any Change in Control Purchase Date on or after December 15, 1996, subject to satisfaction by or on behalf of the Holder of the requirements set forth in Section 3.14(c).

(b) Within 30 days following a Change in Control and prior to the mailing of the Change in Control Notice to Holders provided for in paragraph (c) below, the Issuer covenants to either (1) repay in full all Senior Indebtedness the terms of which require such payment in connection with such event or (2) obtain the requisite consent from holders of such Senior Indebtedness not repaid in order to permit the repurchase of the Notes as provided for in this Section 3.14. The Issuer shall first comply with this subsection (b) before it shall be required to repurchase the Notes pursuant to this Section 3.14, and any failure to comply with this subsection (b) shall constitute a Default in the performance of a covenant for purposes of Section 5.1(b).

(c) Within 30 days after the occurrence of a Change in Control, the Issuer shall give written notice of such Change in Control (a "Change in Control Notice") and of its offer (the "Change in Control Offer") to purchase Notes as specified herein to the Trustee and to each Holder of the Notes at its address appearing on the Note register, by first-class mail, postage prepaid. The Trustee shall be under no obligation to ascertain whether the Issuer is

obligated to give a Change in Control Notice. The Change in Control Notice shall contain all instructions and materials necessary to enable such Holders to tender Notes, shall include a form of written notice to be completed by Holders electing to have Notes purchased under Section 3.14(a) (a "Change in Control Purchase Notice") and shall state or include:

(i) that a Change in Control has occurred and the circumstances and events causing the Change in Control and the date such Change in Control is deemed to have occurred for purposes of this Section 3.14(c);

(ii) the date by which a Holder must give a Change in Control Purchase Notice;

(iii) the Change in Control Purchase Price;

(iv) the Change in Control Purchase Date;

(v) that any Note not purchased will continue to accrue original issue discount and interest, as applicable;

(vi) that Notes to be purchased shall, on the Change in Control Purchase Date, become due and payable at the Change in Control Purchase Price and from and after such date (unless the Issuer shall default in the payment of the Change in Control Purchase Price) such Notes shall cease to accrue original issue discount and interest, as applicable;

(vii) (A) the Issuer's most recently filed Annual Report on Form 10-K (including audited consolidated financial statements), the Issuer's most recent subsequently filed Quarterly Report on Form 10-Q, as applicable, and any Current Report on Form 8-K of the Issuer filed subsequent to such Quarterly Report (or, if the Issuer is not required to file any of the foregoing forms, the comparable information required to be prepared by the Issuer pursuant to Section 4.3), (B) a description of any material developments in the Issuer's business since its latest annual or quarterly report filed with the Trustee pursuant to Section 4.3 and, if material, any appropriate pro forma financial information (including but not limited to pro forma historical income, cash flow and capitalization after giving effect to such Change in Control) and (C) such other information, if any, concerning the business of the Issuer which the Issuer in good faith believes will enable such Holders to make an informed investment

decision; and

(viii) the procedures a holder must follow to exercise rights under this Section 3.14(c) and a brief description of those rights and the procedures for withdrawing a Change in Control Purchase Notice.

(d) Holders electing to have Notes purchased under Section 3.14(a) will be required to deliver a Change in Control Purchase Notice and surrender such Notes to the Paying Agent specified in the Change of Control Notice at the address specified in the notice by the close of business at least five Business Days prior to the Change in Control Purchase Date. Holders will be entitled to withdraw their election if such Paying Agent receives, at the close of business not later than three Business Days prior to the Change in Control Purchase Date, a telegram, telex, facsimile transmission or letter setting forth (i) the name of the Holder, (ii) the certificate number of the Note in respect of which such notice of withdrawal is being submitted, (iii) the aggregate principal amount of the Notes delivered for purchase by the Holder as to which its election is to be withdrawn, and (iv) a statement that such Holder is withdrawing its election to have such Notes purchased. Each Paying Agent will promptly return to the prospective Holders thereof any Notes with respect to which a Change in Control Purchase Notice has been withdrawn in compliance herewith.

(e) Upon receipt by the Paying Agent specified in the Change of Control Notice of a Change in Control Purchase Notice, the Holder of the Note in respect of which such Change in Control Purchase Notice was given shall (unless such Change in Control Purchase Notice is withdrawn pursuant to Section 3.14(d)) thereafter be entitled to receive solely the Change in Control Purchase Price with respect to such Note. Such Change in Control Purchase Price shall be paid to such Holder promptly following the later of the Business Day following the Change in Control Purchase Date (provided the conditions in Section 3.14(d) have been satisfied) and the time of delivery of such Note to the relevant Paying Agent at the office of such Paying Agent by the Holder thereof in the manner required by Section 3.14(c).

(f) On or prior to 11:00 a.m., New York City time, on the Change in Control Purchase Date, the Issuer shall deposit with the Paying Agent specified in the Change of Control Notice (or if the Issuer is acting as its own Paying Agent, segregate and hold in trust as provided in Section 6.5) an amount of money in same day funds (or New York Clearing House funds if such deposit is made prior to the

Change in Control Purchase Date) sufficient to pay the Change in Control Purchase Price of all the Notes or portions thereof which are to be purchased on that date.

(g) Any Note that is to be purchased only in part shall be surrendered to the Paying Agent specified in the Change of Control Notice at the office of such Paying Agent (with, if the Issuer or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Issuer and the Trustee duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing), and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Note, without service charge, one or more new Notes of any authorized denomination as requested by such Holder in the aggregate principal amount of the Note so surrendered that is not purchased.

(h) The Issuer shall comply with any applicable tender offer rules then in effect, including Section 14(e) of the Exchange Act and Rule 14e-1 promulgated thereunder, in connection with a Change in Control Offer. In the event of any conflict between such tender offer rules and the provisions set forth in this Section 3.14, such tender offer rules shall control.

SECTION 3.15 Payment of Taxes and Other Claims. The Issuer will pay or discharge or cause to be paid or discharged before the same shall become delinquent, (i) all material taxes, assessments and governmental charges levied or imposed upon the Issuer or any Subsidiary of the Issuer or upon the income, profits or property of the Issuer or any of its Subsidiaries, and (ii) all material lawful claims for labor, materials and supplies which, if unpaid, might by law become a Lien upon the property of the Issuer or any of its Subsidiaries; provided, however, that the Issuer shall not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claims the amount, applicability or validity of which is being contested in good faith by appropriate proceedings and for which adequate provision has been made.

SECTION 3.16 Commission Reports and Reports to Holders of Notes. Within 15 days after the Issuer files with the Commission copies of its annual reports and other information, documents and reports (or copies of such portions of any of the foregoing as the Commission may by rules and regulations prescribe) which it is required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act, the Issuer shall file the same with the Trustee. So long as the Notes remain outstanding, the

Issuer shall cause quarterly reports (containing unaudited financial statements) for the first three quarters of each fiscal year and annual reports (containing audited financial statements and an opinion thereon by the Issuer's independent certified public accountants) which it would be required to file under Section 13 of the Exchange Act if it had a class of securities listed on a national securities exchange to be mailed to the Holders of Notes at their addresses appearing in the register of Notes maintained by the registrar within 15 days of when such report would have been required to be filed under Section 13 of the Exchange Act. The Issuer also shall comply with the other provisions of Section 314(a) of the Trust Indenture Act of 1939."

1.3 Amendments to Article Five of the Indenture (Remedies of the Trustee and Security Holders on Event of Default). Article Five of the Indenture is hereby amended in respect of the Notes and only in respect of the Notes by deleting Sections 5.1 through 5.9 therefrom in their entireties and substituting in lieu thereof the following new Sections 5.1 through 5.15:

"SECTION 5.1 Events of Default. "Event of Default", wherever used herein with respect to the Notes, means any one of the following events (whatever the reason for such Event of Default and whether or not it shall be occasioned or prohibited by the provisions of Article Thirteen or otherwise):

(a) default in the payment of any installment of interest on the Notes as and when the same becomes due and payable, and continuance of such default for a period of 30 days; or

(b) default in the payment of the principal of the Notes, Redemption Price, Change in Control Purchase Price, Colombian Sale Redemption Price or Asset Sale Offer Price when the same becomes due and payable as provided in this Indenture, whether at its Stated Maturity, upon redemption, upon declaration of acceleration, when due for purchase by the Issuer or otherwise, whether or not such payment shall be prohibited by this Indenture; or

(c) default in the performance, or breach, of any covenant or agreement of the Issuer under this Indenture (other than a default in the performance, or breach, of a covenant or agreement that is specifically dealt with elsewhere in this Section 5.1), and continuance of such default or breach for a period of 60 days after there has been given, by registered or

certified mail, to the Issuer by the Trustee or to the Issuer and the Trustee by the Holders of at least 25% in principal amount of the outstanding Notes a written notice specifying such default or breach and stating that such notice is a "Notice of Default"; or

(d) (i) an event of default shall have occurred under any mortgage, bond, indenture, loan agreement or other document evidencing any issue of Indebtedness of the Issuer or any Material Subsidiary (except for any Special Subsidiary less than 30% of the common equity of which is directly or indirectly owned by the Issuer as of the date of this Indenture) for money borrowed, which issue has an aggregate outstanding principal amount of not less than $10,000,000, and such default shall result in such Indebtedness becoming, whether by declaration or otherwise, due and payable prior to the date on which it would otherwise become due and payable or (ii) a default in any payment when due at final maturity of any such Indebtedness; or

(e) final judgments or orders rendered against the Issuer or any Material Subsidiary (except for any Special Subsidiary less than 30% of the common equity of which is directly or indirectly owned by the Issuer as of the date of this Indenture) which require the payment in money, either individually or in an aggregate amount, of more than $10,000,000 and such judgment or order shall remain unsatisfied or unstayed for 60 consecutive days after such judgement or order becomes final and nonappealable; or

(f) the entry of a decree or order by a court having jurisdiction in the premises (i) for relief in respect of the Issuer or any Material Subsidiary (except for any Special Subsidiary less than 30% of the common equity of which is directly or indirectly owned by the Issuer as of the date of this Indenture) in an involuntary case or proceeding under the Bankruptcy Code or any other federal or state bankruptcy, insolvency, reorganization or similar law or (ii) adjudging the Issuer or any such Material Subsidiary a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment or composition of or in respect of the Issuer or any such Material Subsidiary under the Bankruptcy Code or any other applicable federal or state law; or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Issuer or any such Material Subsidiary or of any substantial part of any of their properties, or ordering the winding up or liquidation

of any of their affairs, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days; or

(g) the institution by the Issuer or any Material Subsidiary (except for any Special Subsidiary less than 30% of the common equity of which is directly or indirectly owned by the Issuer as of the date of this Indenture) of a voluntary case or proceeding under the Bankruptcy Code or any other applicable federal or state law or any other case or proceedings to be adjudicated a bankrupt or insolvent, or the consent by the Issuer or any such Material Subsidiary to the entry of a decree or order for relief in respect of the Issuer or any such Material Subsidiary in any involuntary case or proceeding under the Bankruptcy Code or any other applicable federal or state law or to the institution of bankruptcy or insolvency proceedings against the Issuer or any such Material Subsidiary, or the filing by the Issuer or any such Material Subsidiary of a petition or answer or consent seeking reorganization or relief under the Bankruptcy Code or any other applicable federal or state law, or the consent by it to the filing of any such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of any of the Issuer or any such Material Subsidiary or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due or taking of corporate action by the Issuer or any such Material Subsidiary in furtherance of any such action; or

(h) default by the Issuer in the performance or breach of the terms of Article Nine.

The Issuer shall deliver to the Trustee, immediately after it becomes aware of the occurrence thereof, written notice of (i) any Event of Default under this Section 5.1, or (ii) any event which with the giving of notice or the lapse of time or both would become an Event of Default under clause (c) or clause (d), its status and what action the Issuer is taking or proposes to take with respect thereto.

SECTION 5.2. Acceleration of Maturity; Rescission. If an Event of Default with respect to the Notes (other than an Event of Default specified in Section 5.1(f) or 5.1(g)) occurs and is continuing, the Trustee or the Holders of at least a 25% in aggregate principal amount of the Notes then

outstanding, by written notice to the Issuer (and to the Trustee if such notice is given by Holders), may, and the Trustee at the request of such Holders shall, declare the Notes and the accrued interest thereon (or, prior to December 15, 1996, the Accreted Amount) to be immediately due and payable, as specified below. Upon a declaration of acceleration, such amount shall be due and payable immediately after receipt by the Issuer of such written notice given hereunder. If an Event of Default specified in Section 5.1(f) or 5.1(g) occurs and is continuing, then the Notes and the accrued interest thereon (or, prior to December 15, 1996, the Accreted Amount) shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder. At any time after such declaration of acceleration has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee as hereinafter in this Article provided, the Holders of a majority in aggregate principal amount of the Notes outstanding, by written notice to the Issuer and the Trustee, may rescind and annul such declaration and its consequences if:

(a) the Issuer has paid or deposited with the Trustee a sum sufficient to pay

(i) all sums paid or advanced by the Trustee under Section 6.6 and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and

(ii) the amounts payable in respect of any Notes which have become due otherwise than by such declaration of acceleration and overdue interest thereon (to the extent of such overdue interest at the rate borne by the Notes); and

(b) the rescission would not conflict with any judgment or decree and if all existing Events of Default, other than the non-payment of the principal amount or Accreted Amount of the Notes which have become due solely by such declaration of acceleration, have been cured or waived.

No such rescission shall affect any subsequent Default or impair any right consequent thereon provided in Section 5.13.

SECTION 5.3 Collection of Indebtedness and Suits for Enforcement by Trustee. The Issuer covenants that if an Event of Default described in Section 5.1(a) or 5.1(b) occurs and is continuing, the Issuer will, upon demand of

the Trustee, pay to it, for the benefit of the Holders of such Notes, the whole amount then due and payable on such Notes, with interest upon the overdue amounts and, to the extent that payment of such interest shall be legally enforceable, upon overdue interest, at the rate borne by the Notes; and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

If the Issuer fails to pay such amounts forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, may institute a judicial proceeding for the collection of the sums so due and unpaid and may prosecute such proceeding to judgment or final decree, and may enforce the same against the Issuer or any other obligor upon the Notes and collect the moneys adjudged or decreed to be payable in the manner provided by law out of the property of the Issuer or any other obligor upon the Notes, wherever situated.

If an Event of Default with respect to the Notes occurs and is continuing, the Trustee may in its discretion proceed to protect and enforce its rights and the rights of the Holders of Notes by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or the Notes or in aid of the exercise of any power granted herein or therein, or to enforce any other proper remedy.

SECTION 5.4 Trustee May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Issuer or any other obligor upon the Notes or the property of the Issuer or such other obligor or their creditors, the Trustee (irrespective of whether the principal amount of the Notes, premium, if any, accreted original issue discount, Redemption Price, Change in Control Purchase Price, Colombian Sale Redemption Price, Asset Sale Offer Price, interest, if any, or any other payment required to be made under this Indenture in connection with the Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Issuer for the payment of any such amount) shall be entitled and empowered, by intervention in such proceeding or otherwise,

(a) to file and prove a claim for the whole

amount, or such lesser amount as may be provided for in the Notes, of the principal amount of the Notes, premium, if any, accreted original issue discount, Redemption Price, Change in Control Purchase Price, Colombian Sale Redemption Price, Asset Sale Offer Price, interest, if any, or any other payment required to be made under this Indenture and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Holders of Notes allowed in such judicial proceeding, and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Holder of Notes to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders of Notes, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 6.6.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder of a Note any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder of a Note in any such proceeding.

SECTION 5.5 Trustee May Enforce Claims without Possession of Notes. All rights of action and claims under this Indenture or any of the Notes may be prosecuted and enforced by the Trustee without the possession of any of the Notes or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery or judgment, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, shall be for the ratable benefit of each and every Holder of a Note in respect of which such judgment has been recovered.

SECTION 5.6 Application of Money Collected. Any money collected by the Trustee pursuant to this Article shall be applied in the following order, upon presentation of the Notes and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

FIRST: To the payment of all amounts due the Trustee under Section 6.6;

SECOND: To the payment of the amounts then due and unpaid upon the Notes for the principal amount of the Notes, premium, if any, accreted original issue discount, Redemption Price, Change in Control Purchase Price, Colombian Sale Redemption Price, Asset Sale Offer Price, interest, if any, or any other payment required to be made under this Indenture, as the case may be, ratably, without preference or priority of any kind, according to the aggregate amounts due and payable on such Notes;

THIRD: The balance, if any, to the Issuer.

SECTION 5.7 Limitations on Suits. No Holder of any Notes shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(a) such Holder has previously given written notice to the Trustee of a continuing Event of Default;

(b) the Holders of not less than 25% in aggregate principal amount of the Notes at the time outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default;

(c) such Holder or Holders have offered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request;

(d) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(e) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of a majority in aggregate principal amount of the outstanding Notes;

it being understood and intended that no one or more of such Holders shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture or any Note to affect, disturb or prejudice the rights of any other Holders of Notes, or to obtain or to seek to obtain priority or preference over any other Holders or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all such Holders.

SECTION 5.8 Unconditional Right of Holders to Receive Payment. Notwithstanding any other provision in this Indenture, the Holder of any Note shall have the right, which is absolute and unconditional, to receive payment of the principal amount, premium, if any, accreted original issue discount, Redemption Price, Change in Control Purchase Price, Colombian Sale Redemption Price, Asset Sale Offer Price, interest, if any, or any other payment required to be made under this Indenture with respect to such Note, on the respective due dates therefor specified in such Note (or, in the case of redemption, on the Redemption Date or, in the case of repayment at the option of such Holder as provided in or pursuant to this Indenture, on the date such repayment is due) and to institute suit for the enforcement of any such payment, and such right shall not be impaired or affected without the consent of such Holder.

SECTION 5.9 Restoration of Rights and Remedies. If the Trustee or any Holder of a Note has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case the Issuer, the Trustee and each such Holder shall, subject to any determination in such proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Trustee and each such Holder shall continue as though no such proceeding had been instituted.

SECTION 5.10 Rights and Remedies Cumulative. Except as otherwise provided in Section 2.9, no right or remedy herein conferred upon or reserved to the Trustee or to each and every Holder of a Note is intended to be exclusive of any other right or remedy, and every right and remedy to the extent permitted by law, shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

SECTION 5.11 Delay or Omission Not Waiver. No delay or omission of the Trustee or of any Holder of any Note to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article Five or by law to the Trustee or to any Holder of a Note may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by such Holder, as the case may be.

SECTION 5.12 Control by Holders of Notes. The Holders of a majority in aggregate principal amount of the outstanding Notes shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee, provided that

(a) such direction shall not be in conflict with any rule of law or with this Indenture or with the Notes, and

(b) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

SECTION 5.13 Waiver of Past Defaults. The Holders of not less than a majority in aggregate principal amount of the outstanding Notes, by notice to the Trustee, on behalf of the Holders of all the Notes may waive any past Default hereunder with respect to such Notes and its consequences, except

(a) an Event of Default described in Section 5.1(a) or 5.1(b), or

(b) a Default in respect of a covenant or provision that under Section 8.2 cannot be modified or amended without the consent of the Holder of each outstanding Note affected.

Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

SECTION 5.14 Waiver of Stay or Extension Laws. The Issuer covenants that (to the extent that it may lawfully do so) it will not at any time insist upon, or plead, or in any

manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Issuer expressly waives (to the extent that it may lawfully do so) all benefit or advantage of any such law and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

SECTION 5.15 Notice of Defaults. If a Default or an Event of Default occurs and is continuing with respect to the Notes and if it is known to the Trustee, the Trustee shall mail to each Holder of Notes notice of the Default or Event of Default within 30 days after it occurs and is known to have occurred by the Trustee, unless such Default or Event of Default has been cured."

1.4 Amendments to Article Nine of the Indenture (Consolidation, Merger, Sale, Lease, Exchange or Other Disposition). Article Nine of the Indenture is hereby amended in respect of the Notes and only in respect of the Notes by deleting Section 9.1 thereof in its entirety and substituting in lieu thereof the following new Section 9.1:

"SECTION 9.1 Issuer May Consolidate, etc., on Certain Terms. Subject to the provisions of Section 9.2, nothing contained in this Indenture or in any of the Notes shall prevent any consolidation or merger of the Issuer with or into any other Person or Persons (whether or not affiliated with the Issuer), or successive consolidations or mergers in which the Issuer or its successor or successors shall be a party or parties, or shall prevent any sale, lease, exchange or other disposition of all or substantially all the property and assets of the Issuer to any other Person (whether or not affiliated with the Issuer) authorized to acquire and operate the same; provided, however, the Issuer hereby covenants and agrees, that any such consolidation, merger, sale, lease, exchange or other disposition shall be upon the conditions that (a) the Person (if other than the Issuer) formed by or surviving any such consolidation or merger, or to which such sale, lease, exchange or other disposition shall have been made, shall be a corporation or partnership organized under the laws of the United States of America, any state thereof or the District of Columbia; (b) the due and punctual payment of the principal of and interest, if any, on all the Notes, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Indenture to be performed by the Issuer, shall be expressly assumed, by

supplemental indenture satisfactory in form to the Trustee executed and delivered to the Trustee, by the Person (if other than the Issuer) formed by such consolidation, or into which the Issuer shall have been merged, or by the Person which shall have acquired or leased such property; (c) immediately after giving effect to such consolidation, merger, sale, lease, exchange or other disposition, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, shall have occurred and be continuing; (d) the Person (whether the Issuer or such other Person) formed by or surviving any such consolidation or merger, or to which such sale, lease, exchange or other disposition shall have been made, would have a pro forma Consolidated Net Worth after giving effect to the transaction at least equal to the Consolidated Net Worth of the Issuer prior to the transaction; and (e) except in the case of a transaction involving a Special Subsidiary, the Person (whether the Issuer or such other Person) formed by or surviving any such consolidation or merger, or to which such sale, lease, exchange or other disposition shall have been made, could incur an additional $1.00 of Indebtedness (other than Permitted Indebtedness) pursuant to Section 3.6 after giving effect to the transaction."

1.5 Amendment to Article Ten of the Indenture (Satisfaction and Discharge of Indenture; Covenant Defeasance; Unclaimed Moneys). Article Ten of the Indenture is hereby amended in respect of the Notes and only in respect of the Notes by adding thereto the following new Section 10.1(d) in its appropriate numerical order:

"(d) In addition to the foregoing and provided the exact amount described in subparagraph (i) below can be determined at the time of making the deposit referred to in such subparagraph (i), the Issuer shall be deemed to be, and shall be, released from its obligations under the covenants contained in Sections 3.6 through 3.14 and Articles Nine and Thirteen hereof on the 91st day after the date of the deposit referred to in subparagraph (i) below, and the Issuer's obligations under all Notes and this Indenture with respect to Sections 3.6 through 3.14 and Articles Nine and Thirteen hereof shall thereafter be deemed to be discharged for the purposes of any direction, waiver, consent or declaration (and the consequences of any thereof) in connection therewith but shall continue in full force and effect for all other purposes hereunder, and the Trustee, on demand of the Issuer accompanied by an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent contemplated by this provision have been complied with, and at the cost and expense of the Issuer, shall execute proper instruments acknowledging the same, if

(i) with reference to this provision the Issuer has irrevocably deposited or caused to be irrevocably deposited with the Trustee as funds in trust, specifically pledged as security for, and dedicated solely to, the benefit of the Holders of the Notes (A) cash in an amount, or (B) U.S. Government Obligations, maturing as to principal and interest, if any, at such times and in such amounts as will insure the availability of cash, or (C) a combination thereof, sufficient, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay the principal of, accreted original issuer discount, and interest, if any, on all Notes on each date that such principal, accreted original issue discount or interest, if any, is due and payable; and

(ii) such deposit will not result in a breach or violation of, or constitute a default under, any agreement or instrument to which the Issuer is a party or by which it is bound; and

(iii) the Issuer has delivered to the Trustee an Opinion of Counsel to the effect that, and such opinion shall confirm that, the Holders of the Notes will not recognize income, gain or loss for Federal income tax purposes as a result of such deposit, defeasance and discharge and will be subject to Federal income tax on the same amount and in the same manner and at the same times, as would have been the case if such deposit, defeasance and discharge had not occurred."

1.6 Amendments to Article Twelve of the Indenture (Redemption of Securities and Sinking Funds). Article Twelve of the Indenture is hereby amended in respect of the Notes and only in respect of the Notes by deleting Sections 12.1 through 12.5 therefrom in their entireties and substituting in lieu thereof the following new Sections 12.1 through 12.8:

"SECTION 12.1 Right of Redemption. The Notes may be redeemed, at the election of the Issuer, as a whole or from time to time in part, at the Redemption Prices specified in the form of Note.

SECTION 12.2 Applicability of Article. Redemption of Notes at the election of the Issuer or otherwise, as permitted or required by any provision of this Indenture, shall be made in accordance with such provision and this Article Twelve.

SECTION 12.3 Election to Redeem; Notice to Trustee.

The election of the Issuer to redeem any Notes pursuant to Section 12.1 shall be evidenced by a Board Resolution, a certified copy of which is delivered to the Trustee. In case of any redemption at the election of the Issuer, the Issuer shall, at least 60 days prior to the Redemption Date fixed by it (unless a shorter notice period shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date and of the aggregate principal amount of Notes to be redeemed.

SECTION 12.4 Selection by Trustee of Notes to Be Redeemed. If less than all the Notes are to be redeemed, the particular Notes or portions thereof to be redeemed shall be selected not more than 60 days and not less than 30 days prior to the Redemption Date by the Trustee from the outstanding Notes not previously called for redemption, either pro rata, by lot or by another method the Trustee shall deem fair and reasonable, and the aggregate principal amounts to be redeemed may be equal to $1,000 or any integral multiple thereof.

The Trustee shall promptly notify the Issuer in writing of the Notes selected for redemption and, in the case of any Notes selected for partial redemption, the aggregate principal amount thereof to be redeemed.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to redemption of Notes shall relate, in the case of any Note redeemed or to be redeemed only in part, to the portion of the aggregate principal amount of such Note which has been or is to be redeemed.

SECTION 12.5 Notice of Redemption. Notice of redemption shall be given by first-class mail, postage prepaid, mailed not less than 30 nor more than 60 days prior to the Redemption Date, to each Holder of Notes to be redeemed, at its address appearing in the Note register.

All notices of redemption shall state:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all outstanding Notes are to be redeemed, the identification (and, in the case of a Note to be redeemed in part, the aggregate principal amount to be redeemed) of the particular Notes to be redeemed;

(d) that on the Redemption Date the Redemption Price together with accrued interest to the Redemption Date will become due and payable upon each such Note or portion thereof, and that unless the Issuer shall default in payment of the Redemption Price and accrued interest, interest thereon shall cease to accrue on and after said date;

(e) the place or places where such Notes are to be surrendered for payment of the Redemption Price;

(f) that Notes called for redemption must be surrendered to the Paying Agent to collect the Redemption Price;

(g) the CUSIP number, if any, relating to such Notes; and

(h) in the case of a Note to be redeemed in part, the aggregate principal amount of such Note to be redeemed and that after the Redemption Date upon surrender of such Note, new Note or Notes in the aggregate principal amount equal to the unredeemed portion thereof will be issued.

Notice of redemption of Notes to be redeemed at the election of the Issuer shall be given by the Issuer or, at its request, by the Trustee in the name and at the expense of the Issuer.

SECTION 12.6 Deposit of Redemption Price. On or prior to 11:00 a.m., New York City time, on any Redemption Date, the Issuer shall deposit with the Trustee or with a Paying Agent (or, if the Issuer is acting as its own Paying Agent, segregate and hold in trust) an amount of money in same day funds (or New York Clearing House funds if such deposit is made prior to the applicable Redemption Date) sufficient to pay the Redemption Price of all the Notes or portions thereof which are to be redeemed on that Redemption Date plus accrued interest to such Redemption Date.

SECTION 12.7 Notes Payable on Redemption Date. Notice of redemption having been given as aforesaid, the Notes so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified plus accrued interest to the Redemption Date and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Notes shall cease to accrue interest. Upon surrender of any such Note for redemption in accordance with said notice, such Note shall be paid by the Issuer at the Redemption Price.

If any Note called for redemption shall not be so paid upon surrender thereof for redemption, the Redemption Price thereof shall accrue interest at the rate of 9-3/4% per annum.

SECTION 12.8 Notes Redeemed in Part. Any Note that is to be redeemed only in part shall be surrendered at the office or agency of the Issuer maintained for such purpose pursuant to Section 3.2 (with, if the Issuer or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Issuer or the Trustee duly executed by, the Holder thereof or its attorney duly authorized in writing), and the Issuer shall execute, and the Trustee shall authenticate and deliver to the Holder of such Note without service charge, a new Note or Notes, of any authorized denomination as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal amount of the Note so surrendered."

SECTION 2. MISCELLANEOUS.

2.1 The Trustee. The recitals contained herein shall be taken as the statements of the Issuer and the Trustee shall not assume responsibility for, or be liable in respect of, the correctness thereof. The Trustee makes no representation as to, and shall not be liable or responsible for, the validity or sufficiency of this Supplemental Indenture.

2.2 Limited Effect. Except as expressly amended hereby, all of the provisions, covenants, terms and conditions of the Indenture are ratified and confirmed, and shall remain in full force.

2.3 Counterparts. This Supplemental Indenture may be executed by one or more parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

2.4 GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE SHALL BE DEEMED TO BE A CONTRACT UNDER THE LAWS OF THE STATE OF NEW YORK AND FOR ALL PURPOSES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SUCH STATE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

TRITON ENERGY CORPORATION, as
Issuer

Attest: \\Robert B. Holland, III
Title: Senior Vice President

By: \\Peter Rugg
Title: Senior Vice President

UNITED STATES TRUST COMPANY OF
NEW YORK, as Trustee

Attest:_____
Title:

By:_____
Title:

EXHIBIT A

[FORM OF FACE OF SECURITY]

FOR PURPOSES OF SECTION 1271 ET SEQ. OF THE INTERNAL REVENUE CODE, THE AMOUNT OF ORIGINAL ISSUE DISCOUNT WITH RESPECT TO EACH $1,000 OF PRINCIPAL AMOUNT OF THIS SECURITY IS $248.24, THE ISSUE DATE IS DECEMBER 16, 1993 AND THE YIELD TO MATURITY IS 9-3/4%.

TRITON ENERGY CORPORATION

9-3/4% Senior Subordinated Discount Notes due 2000

No. ____
Issue Date: December 16, 1993
Issue Price: $751.76
(for each $1,000 principal amount)
Original Issue Discount: $248.24
(for each $1,000 principal amount)

Triton Energy Corporation, a Texas corporation (the "Issuer"), promises to pay to _____ or its registered assigns, the principal amount of _____ DOLLARS ($_____) on December 15, 2000. This Note shall not bear interest except as specified on the other side of this Note. Additional provisions of this Note are set forth on the other side of this Note.

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed under its facsimile corporate seal.

TRITON ENERGY CORPORATION, as

Issuer

Attest:_____ By:_____
Title: Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated herein referred to in the within-mentioned Indenture.

Dated: December 16, 1993 UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee

By:_____
Authorized Signatory

[FORM OF REVERSE SIDE OF NOTE]

9-3/4% Senior Subordinated Discount Note due 2000

1. Interest. There will be no payments of interest on this Note prior to December 15, 1996. Commencing December 15, 1996, interest on this Note will accrue at the rate of 9-3/4% per annum and will be payable in cash semiannually on each December 15 and June 15, commencing June 15, 1997, to Holders of record on the close of business on the immediately preceding December 1 and June 1; provided that if the principal amount hereof or any portion of such principal amount is not paid when due (whether upon acceleration pursuant to Section 5.2 of the Indenture, upon the date set for payment of the Redemption Price pursuant to paragraph 6 hereof, upon the date set for payment of the Change in Control Purchase Price or Colombian Asset Redemption Price, or other required payments pursuant to paragraph 8 hereof or upon the Stated Maturity of this Note), then in each such case the overdue amount shall bear interest at the rate of 9-3/4% per annum, compounded semiannually (to the extent that the payment of such interest shall be legally enforceable), which interest shall accrue from the date such overdue amount was due to the date payment of such amount, including interest thereon, has been made or duly provided for. All such interest shall be payable on demand.

2. Original Issue Discount. Original issue discount (the difference between the issue price and the principal amount of the Note), in the period during which any of the Notes remains outstanding, shall accrue at a rate of 9 % per annum, on a semiannual bond equivalent basis using a 360-day year composed of

twelve 30-day months, commencing on the date of issuance of this Note.

3. Method of Payment. Subject to the terms and conditions of the Indenture, payments in respect of the Notes shall be made at the office or agency of the Issuer maintained for that purpose in the City and State of New York or, at the option of the Issuer, payments in respect of the Notes may be made by check mailed to the Holders of the Notes at their respective addresses set forth in the register of Holders of Notes. The Issuer will pay cash amounts in money of the United States that at the time of payment is legal tender for payment of public and private debts.

4. Paying Agent and Registrar. Initially, United States Trust Company of New York (the "Trustee"), will act as paying agent and registrar. The Issuer may appoint and change any paying agent or registrar without notice, other than notice to the Trustee. The Issuer or any of its Subsidiaries or any of their Affiliates may act as paying agent or registrar.

5. Indenture. The Issuer issued the Notes under an Indenture, dated as of December 15, 1993, between the Issuer and the Trustee, as supplemented by a First Supplemental Indenture, dated as of December 15, 1993 (collectively, the "Indenture"). The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act of 1939"). Capitalized terms used herein and not defined herein have the meanings ascribed thereto in the Indenture. The Notes are subject to all such terms, and holders are referred to the Indenture and the Trust Indenture Act of 1939 for a statement of those terms.

The Notes are general unsecured obligations of the Issuer, limited to $170 million aggregate principal amount.

6. Subordination. The Indebtedness represented by the Notes is expressly subordinate and junior in right of payment, in the manner and to the extent set forth in the Indenture, to the prior payment in full of all Senior Indebtedness of the Issuer whether outstanding on the date of such Indenture or thereafter created, incurred, assumed or guaranteed. Each Holder of a Note by its acceptance hereof agrees and accepts to be bound by such provisions.

7. Redemption at the Option of the Issuer. No sinking fund is provided for the Notes. Commencing December 15, 1997, the Notes will be subject to redemption at the option of the Company, in whole or in part, at any time and from time to time, upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as a percentage of principal amount) set forth below plus accrued and unpaid interest to the redemption date, if redeemed

during the 12-month period beginning on December 15 of the years indicated below:

<TABLE>

Year	Percentage
<S>	<C>
1997	104.875%
1998	102.438%
1999 and thereafter	100.000%

</TABLE>

8. Notice of Redemption. Notice of redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to each Holder of Notes to be redeemed at the Holder's registered address. If money sufficient to pay the Redemption Price of all Notes to be redeemed on the Redemption Date, together with accrued interest thereon to the Redemption Date, is deposited with the Paying Agent prior to or on the Redemption Date, on and after such date interest ceases to accrue on such Notes or portions thereof.

9. Offers to Repurchase the Notes by the Issuer. In certain circumstances relating to Asset Sales and Changes in Control described in the Indenture, the Issuer may be required to make offers to repurchase the Notes.

10. Denominations; Transfer; Exchange. The Notes are in registered form, without coupons, in denominations of $1,000 of principal amount and integral multiples of $1,000. A Holder may register the transfer of or exchange Notes in accordance with the Indenture. The registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Issuer shall not be required to exchange or register a transfer of (a) any Notes for a period of 15 days next preceding the first mailing or publication of notice of redemption of Notes to be redeemed, (b) any Notes selected, called or being called for redemption, in whole or in part, except, in the case of any Note to be redeemed in part, the portion thereof not so to be redeemed or (c) any Note if the Holder thereof has exercised its right, if any, to require the Issuer to repurchase such Note in whole or in part, except the portion of such Note not required to be repurchased.

11. Persons Deemed Owners. The registered Holder of this Note may be treated as the owner of this Note for all purposes.

12. Unclaimed Money. The Trustee and each paying agent shall each return to the Issuer upon written request any money held

by them for the payment of any amount with respect to the Notes that remains unclaimed for two years. After return to the Issuer, Holders entitled to the money must look to the Issuer for payment as general creditors unless an applicable abandoned property law designates another person.

13. Amendment; Waiver. Subject to certain exceptions set forth in the Indenture, (i) the Indenture or the Notes may be amended with the written consent of the Holders of at least a majority in aggregate principal amount of the Notes at the time outstanding and (ii) certain defaults or noncompliance with certain provisions may be waived with the written consent of the Holders of a majority in aggregate principal amount of the Notes at the time outstanding. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Issuer and the Trustee may amend the Indenture or the Notes to cure any ambiguity, defect or inconsistency, or to comply with Article Nine of the Indenture, or to make any change that does not adversely affect the rights of any Holder of Notes.

14. Defaults and Remedies. Under the Indenture, Events of Default include, among others, (i) default in the payment of any installment of interest on the Notes as and when the same becomes due and payable, and continuance of such default for a period of 30 days; (ii) default in the payment of the principal amount, Redemption Price, Change in Control Purchase Price, Colombian Sale Redemption Price or Asset Sale Offer Price when the same becomes due and payable; (iii) failure by the Issuer to comply with other agreements in the Indenture or the Notes, subject to notice and lapse of time; (iv) certain Indebtedness of the Issuer or certain Subsidiaries of the Issuer for money borrowed in an aggregate outstanding principal amount of $10,000,000 or more becoming due and payable prior to final maturity thereof or default in any payment when due at final maturity of any such Indebtedness; (v) certain judgments or orders rendered against the Issuer or certain Subsidiaries of the Issuer in an aggregate principal amount of more than $10,000,000; and (vi) certain events of bankruptcy or insolvency. If an Event of Default occurs and is continuing, the Trustee, or the Holders of at least 25% in aggregate principal amount of the Notes at the time outstanding, may declare all the Notes to be due and payable immediately. Certain events of bankruptcy or insolvency are Events of Default which will result in the Notes becoming due and payable immediately upon the occurrence of such Events of Default.

Holders of Notes may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives reasonable indemnity or security. Subject to certain limitations, Holders of a majority in aggregate principal amount of the Notes at the time outstanding may direct the Trustee in its exercise of any trust or

power. The Trustee may withhold from Holders of Notes notice of any continuing Default (except a Default in payment of amounts specified in clauses (i) and (ii) above) if it determines that withholding notice is in their best interests.

15. Trustee Dealings with the Issuer. Subject to certain limitations imposed by the Trust Indenture Act of 1939, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with and collect obligations owed to it by the Issuer or its Affiliates and may otherwise deal with the Issuer or its Affiliates with the same rights it would have if it were not Trustee.

16. No Recourse Against Others. A director, officer, employee or stockholder, as such, of the Issuer shall not have any liability for any obligations of the Issuer under the Notes or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Note, each Note Holder waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Notes.

17. Authentication. This Note shall not be valid until an authorized signatory of the Trustee manually signs the Trustee's Certificate of Authentication on the other side of this Note.

18. Defeasance, Covenant Defeasance. The Notes are subject to defeasance and covenant defeasance as provided in the Indenture.

19. Abbreviations. Customary abbreviations may be used in the name of a Holder of Notes or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian), and U/G/M/A (= Uniform Gift to Minors Act).

20. GOVERNING LAW. THIS NOTE AND THE INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

The Issuer will furnish to any Holder of Notes upon written request and without charge a copy of the Indenture. Requests may be made to: Triton Energy Corporation, 6688 North Central Expressway, Suite 1400, Dallas, Texas 75206, Attention of Corporate Secretary.

EXHIBIT B

INTERCOMPANY AGREEMENT

Dallas, Texas

_____, ____

FOR VALUE RECEIVED, the undersigned, _____, a _____ corporation ("Maker"), hereby unconditionally promises to pay to the order of Triton Energy Corporation, a Texas corporation ("Payee"), at 6688 North Central Expressway, Suite 1400, Dallas, Texas 75206, or such other address given to Maker by Payee, the principal sum of _____ DOLLARS ($_____).

SECTION 1. Payment Obligations. Maker shall pay interest the _____ day of _____ of each year. Interest shall accrue at the rate of _____% above the prime rate quoted from time to time by Morgan Guaranty Trust Company or New York with respect to loans to its preferred customers. After maturity, this Note shall bear interest at the highest lawful rate.

All unpaid principal of and accrued but unpaid interest on this Note shall be payable on _____, ____.

SECTION 2. Default Rate. All past due principal of and, to the extent permitted by applicable law, interest upon this Note shall bear interest at the lesser of the highest lawful rate and ____% per annum.

SECTION 3. Rights and Remedies. If Maker shall fail to pay when due the accrued interest on this Note and such failure shall not be cured within five days, then Payee may declare the unpaid principal of this Note, and unpaid interest on this Note, to be immediately due and payable, and the same shall thereupon become due and payable, without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, protest or other formalities of any kind, all of which are hereby expressly waived by Maker.

SECTION 4. Waiver. Maker and each surety, endorser, guarantor and other party ever liable for payment of any sums of money payable upon this Note, jointly and severally waive presentment, demand, protest, notice of protest and non-payment or other notice of any kind, and agree that their liability under this Note shall not be affected by any renewal or extension in the time of payment hereof, or in any indulgences, or by any release or change in any security for the payment of this Note, and hereby consent to any and all renewals, extensions, indulgences, releases or changes, regardless of the number of such renewals, extensions, indulgences, releases or changes.

No waiver by Payee of any of its rights or remedies

hereunder or under any other document evidencing or securing this Note or otherwise, shall be considered a waiver of any other subsequent right or remedy of Payee; no delay or omission in the exercise or enforcement by Payee of any rights or remedies shall ever be construed as a waiver of any right or remedy of Payee; and no exercise or enforcement of any such rights or remedies shall ever be held to exhaust any right or remedy of Payee.

SECTION 5. Subsequent Advances. This Note shall represent the unpaid principal balance of an account payable owing by Maker to Payee on the date hereof. Payee shall have no obligation to make any additional advances to Maker.

SECTION 6. Notice. Whenever this Note requires or permits any notice, approval, request or demand from one party to another, the notice, approval, request or demand must be in writing and shall be deemed to have been given when personally served or when deposited in the United States mails, registered or certified, return receipt requested, addressed to the party to be notified at the following address (or at such other address as may have been designated by written notice):

Payee: Triton Energy Corporation
6688 North Central Expressway
Suite 1400
Dallas, Texas 75206

Maker: _____
_____
_____
_____

The foregoing is not intended and shall not be deemed under any circumstances to require the holder hereof to give notice of any type or nature to Maker not expressly required by other provisions of this Note.

SECTION 7. Usury Laws. Regardless of any provisions contained in this Note, the Payee shall never be deemed to have contracted for or be entitled to receive, collect or apply as interest on the Note, any amount in excess of the highest lawful rate, and, in the event Payee ever receives, collects or applies as interest any such excess, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of this Note, and, if the principal balance of this Note is paid in full, any remaining excess shall forthwith be paid to Maker. In determining whether or not the interest paid or payable under any specific contingency exceeds the highest lawful rate, Maker and Payee shall, to the maximum extent permitted under applicable law, (i) characterize any non-principal payment (other than payments which are expressly designated as interest payments hereunder) as

an expense, fee, or premium, rather than as interest, (ii) exclude voluntary prepayments and the effects thereof and (iii) spread the total amount of interest throughout the entire contemplated term of this Note so that the interest rate is uniform throughout such term.

SECTION 8. APPLICABLE LAW. THIS NOTE IS INTENDED TO BE PERFORMED IN THE STATE OF TEXAS. EXCEPT TO THE EXTENT THAT THE LAWS OF THE UNITED STATES MAY APPLY TO THE TERMS HEREOF, THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF THIS NOTE.

By:_____

TRITON ENERGY CORPORATION
RETIREMENT INCOME PLAN

as amended and restated
effective June 1, 1993

PREAMBLE

The purpose of this Plan and Trust is to provide, in accordance with its provisions, a defined benefit pension plan providing retirement and other related benefits for those Employees of the Employer who are eligible to participate hereunder. This document is a complete amendment and restatement of the Triton Energy Corporation Retirement Income Plan, which was originally effective as of June 1, 1981.

It is intended that the Plan qualify for approval under Sections 401 and 410 through 417 of the Internal Revenue Code. It is intended that the Trust qualify for approval under Section 501 of the Code. It is further intended that the Plan comply with the provisions of the Employee Retirement Income Security Act of 1974 (ERISA). In case of any ambiguity in the Plan's language, it will be interpreted to accomplish the Plan's intent of qualifying under the Code and complying with ERISA.

This Plan and Trust is exclusively for the benefit of the eligible Employees and their Beneficiaries. Neither the Employer, the Plan Administrator nor the Trustee will apply or interpret the terms of the Plan in any manner that permits discrimination in favor of Highly Compensated Employees. All Employees under similar circumstances will be treated alike.

The undersigned Employer and Trustee hereby adopt this restatement of the Triton Energy Corporation Retirement Income Plan to be effective as of June 1, 1993.

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ARTICLE 1

DEFINITIONS

As used in this document, unless otherwise defined or required by the context, the following terms have the meanings set forth in this Article 1. Some of the terms used in this document are not defined in Article 1, but for convenience are defined as they are introduced in the text.

1.01 Accrued Benefit
Subject to the provisions of Article 6, the Accrued Benefit for each Participant is determined using the same formula which is used to compute the Participant's Normal Retirement Benefit, taking into account the Participant's Years of Benefit Service and Average Monthly Compensation through the date of determination.

1.02 Actuarial Equivalent
Actuarial Equivalent means a form of benefit differing in time, period and/or manner of payment from another form of benefit but having the same value when computed based upon the following interest and mortality assumptions:

Interest: 8% per annum, compounded annually

Mortality: 1983 Group Annuity Mortality Table using unisex rates which are blended using 50% male rates and 50% female rates

The present value of any Accrued Benefit for purposes of determining the amount of a lump sum distribution will be equal to the greater of the present value determined using the interest rate specified above or the present value determined using the "Applicable Interest Rate."

The Applicable Interest Rate is the rate or rates that would be used by the Pension Benefit Guaranty Corporation for a trusteed single-employer plan to value a Participant's or Beneficiary's benefit on the first day of the Plan Year in which distribution is made (the "PBGC Rate"). If the present value using the PBGC Rate exceeds $25,000, the Applicable Interest Rate is 120% of the PBGC Rate. However, the use of 120% of the PBGC Rate will never result in a present value less than $25,000.

1.03 Average Monthly Compensation
A Participant's Average Monthly Compensation, as of a given date, is determined by dividing the total Compensation he received during the 5 consecutive Compensation Periods for which his Compensation was highest by the number of months during such period for which he received Compensation. No fractional Compensation Periods resulting from a Participant's date of employment or date of termination will be taken into account.

A Participant's Excess Average Monthly Compensation is that portion, if any, of his Average Monthly Compensation which is in excess of his monthly Integration Level.

1.04 Beneficiary
Beneficiary means the person, persons, trust or other entity who is designated to receive any amount payable upon the death of a Participant.

1.05 Code and ERISA
Code means the Internal Revenue Code of 1986, as it may be amended from time to time, and all regulations issued thereunder. Reference to a section of the Code includes that section and any comparable section or sections of any future legislation that amends, supplements or supersedes such section and any regulations issued thereunder.

ERISA means Public Law No. 93-406, the Employee Retirement Income Security Act of 1974, as it may be amended from time to time, and all regulations issued thereunder. Reference to a section of ERISA includes that section and any comparable section or sections of any future legislation that amends, supplements or supersedes such section and any regulations issued thereunder.

1.06 Compensation
Except where otherwise specifically provided in this Plan, Compensation means Aggregate Compensation as defined in Section 7.03(a), excluding bonuses and severence pay.

Compensation also includes any amounts contributed by the Employer or any Related Employer on behalf of any Employee which are not includable in the gross income of the Employee due to Code Section 125, 402(a)(8), 402(h) or 403(b).

Notwithstanding the foregoing, for all purposes under this Plan, Compensation in excess of $200,000 (as adjusted in accordance with Code Section 401(a)(17)) will be disregarded. For purposes of applying this compensation limit, a Family Member of a Highly Compensated Employee is subject to the single aggregate compensation limit imposed on the Highly Compensated Employee if the Family Member is either the Employee's spouse or is a lineal descendant who has not attained the age of 19 by the end of the Plan Year.

Compensation Period means the 12 month period which begins each January 1 and ends each December 31.

1.07 Effective Date
The Effective Date of the Plan is June 1, 1981.

Except as specified elsewhere in this document, the effective date of this restatement of the Plan is June 1, 1993.

Sections 1.09, 1.32, 1.33, 1.36, 7.01, 7.02, 7.03, 7.04, and the last two paragraphs of Section 1.02 are effective June 1, 1987.

1.08 Eligible Employee Classification
An Eligible Employee Classification is a classification of Employees, the members of which are eligible to participate in the Plan. The Plan covers all employee classifications except Leased Employees and members

of a legally recognized collective bargaining unit who are not expressly granted permission to participate.

1.09 Employee

(a) In General
An Employee is any person who is employed by the Employer or a Participating Employer.

(b) Leased Employee
A Leased Employee means any person who, pursuant to an agreement between the Employer or any Related Employer ("Recipient Employer") and any other person ("leasing organization"), has performed services for the Recipient Employer on a substantially full-time basis for a period of at least one year and such services are of a type historically performed by employees in the business field of the Recipient Employer.

Any Leased Employee will be treated as an Employee of the Recipient Employer; however, contributions or benefits provided by the leasing organization which are attributable to the services performed for the Recipient Employer will be treated as provided by the Recipient Employer. If all Leased Employees constitute less than 20% of the Employer's non-highly-compensated work force within the meaning of Code Section 414(n)(1)(C)(ii), then the preceding sentence will not apply to any Leased Employee if such Employee is covered by a money purchase pension plan ("Safe Harbor Plan") which provides: (1) a nonintegrated employer contribution rate of at least 10% of compensation, (2) immediate participation, and (3) full and immediate vesting.

Years of Eligibility Service for purposes of eligibility to participate in the Plan and Years of Vesting Service for purposes of determining a Participant's Vested Percentage include service by an Employee as a Leased Employee.

1.10 Employer
The Employer and Plan Sponsor is Triton Energy Corporation. A Participating Employer is any organization which has adopted this Plan and Trust in accordance with Section 8.07.

The term Predecessor Employer means any prior employer to which the Employer is the successor, including any Predecessor Employer for which the Employer maintains the obligations of a Predecessor Plan established by such Predecessor Employer. Service with a Predecessor Employer will be included as Service with the Employer for all purposes under this Plan.

1.11 Employment Commencement Date
The date an Employee first performs an Hour of Service for the Employer is his Employment Commencement Date.

1.12 Entry Date
Entry Date means the January 1st, April 1st, July 1st or October 1st which coincides with or next follows an Employee's Employment Commencement Date.

1.13 Expected Retirement Benefit
A Participant's Expected Retirement Benefit as of a given date is his monthly Normal Retirement Benefit determined on the basis that he continues to be an Active Participant until his Normal Retirement Date and assuming no future changes in his Compensation.

1.14 Fiscal Year
Fiscal Year means the taxable year of the Plan Sponsor. The Fiscal Year of the Plan Sponsor is the 12 month period beginning June 1 and ending May 31.

1.15 Highly Compensated Definitions

(a) Compensation
For purposes of this Section, Compensation means Aggregate Compensation as defined in Section 7.03(a) plus amounts contributed by the Employer pursuant to a salary reduction agreement which are excludable from the gross income of the Employee under Code Section 125, 402(a)(8), 402(h) or 403(b). Compensation in excess of $200,000 (as adjusted by the Secretary of the Treasury under Code Section 415(d)) is disregarded.

(b) Determination Year
Determination Year means the Plan Year for which the determination of who is Highly Compensated is being made.

(c) Family Member
Family Member means an Employee who is the spouse, a lineal ascendant or descendant, or the spouse of a lineal ascendant or descendant of:

- a 5-percent owner (within the meaning of Code Section 416(i)) of the Employer or any Related Employer who is an active or former Employee; or
- a Highly Compensated Employee who is one of the 10 most highly compensated employees ranked on the basis of Compensation paid by the Employer during the Determination Year or the Lookback Year.

For purposes of this Section, the Family Member and the Highly Compensated Employee will be considered one Employee. A Family Member's Compensation and benefits will be aggregated with those of the Highly Compensated Employee irrespective of whether the Family Member would otherwise be treated as a Highly-Compensated Employee or is in a category of Employees which may be excluded in determining the number of Employees in the Top-Paid Group.

If an Employee is required to be aggregated as a member of more than

one family group, all eligible employees who are members of those family groups which include that employee will be aggregated as one family group.

For purposes of applying the compensation limit under Code Section 401(a)(17), a Family Member is subject to the single aggregate

compensation limit imposed on the Highly Compensated Employee if the Family Member is either the Employee's spouse or is a lineal descendant who has not attained the age of 19 by the end of the Plan Year.

(d) Highly Compensated Employee
Highly Compensated Employee means any individual who is a Highly Compensated Active Employee or a Highly Compensated Former Employee within the meaning of Code Section 414(q) and the regulations thereunder.

(e) Highly Compensated Active Employee
Highly Compensated Active Employee means any individual who during the Determination Year or the Lookback Year:

(1) Was at any time a 5-percent Owner (within the meaning of Code Section 416(i)) of the Employer or any Related Employer;

(2) Received Compensation from the Employer and all Related Employers in excess of $75,000 (or any greater amount determined by regulations issued by the Secretary of the Treasury under Code Section 415(d));

(3) Received Compensation from the Employer and all Related Employers in excess of $50,000 (or any greater amount determined by regulations issued by the Secretary of the Treasury under Code Section 415(d)) and was in the Top-Paid Group of Employees; or

(4) Was an Officer of the Employer or any Related Employer (as that term is defined in the regulations under Code Section 416(i)) and received Compensation greater than 50% of the Defined Benefit Dollar Limit described in Section 7.03(f) for the applicable year. For this purpose, if no Officer received enough Compensation to be a Highly Compensated Employee under the preceding sentence, the highest-paid Officer will be treated as a Highly Compensated Employee. The maximum number of Officers who will be treated as Highly Compensated Active Employees under this paragraph is equal to 10% of all Employees determined without regard to statutory or other exclusions, subject to a minimum of 3 Employees and a maximum of 50 Employees.

No individual described in subparagraphs (2), (3) or (4) above will be treated as a Highly Compensated Active Employee for the Determination Year unless he (i) was a Highly Compensated Active Employee for the Lookback Year (or would have been except that he was not among the 100 most highly compensated Employees of the

Employer and all Related Employers for the Lookback Year) or (ii) was among the 100 most highly compensated Employees of the Employer and all Related Employers for the Determination Year.

(f) Highly Compensated Former Employee
Highly Compensated Former Employee means any Former Employee who had a Separation Year (within the meaning of Treasury Regulation Section 1.414(q)-1T QsA-5) and was a Highly Compensated Active Employee for either the Separation Year or any Determination Year ending on or after the Employee's 55th birthday.

(g) Highly Compensated Group
Highly Compensated Group means all Highly Compensated Employees.

(h) Lookback Year
Lookback Year means the 12-month period immediately preceding the Determination Year.

(i) Non-Highly Compensated Employee
Non-Highly Compensated Employee means an Employee who is neither a Highly Compensated Employee nor a Family Member.

(j) Non-Highly Compensated Group
Non-Highly Compensated Group means all Non-Highly Compensated Employees.

(k) Top-Paid Group
Top-Paid Group means those individuals who are among the top 20 percent of Employees of the Employer and all Related Employers when ranked on the basis of Compensation received during the year. In determining the number of individuals in the Top-Paid Group (but not the identity of those individuals), the following individuals may be excluded:

(1) Employees who have not completed 6 months of Service by the end of the year. For this purpose, an Employee who has completed One Hour of Service in any calendar month will be credited with one month of Service;

(2) Employees who normally work fewer than 17 1/2 hours per week;

(3) Employees who normally work fewer than 6 months during any year. For this purpose, an Employee who has worked on one day of a month is treated as having worked for the whole month;

(4) Employees who have not reached age 21 by the end of the year;

(5) Nonresident aliens who received no earned income (which constitutes income from sources within the United States) within the year from the Employer or any Related Employer; and

(6) Employees covered by a collective bargaining agreement negotiated in good faith between the employee representatives and the Employer or a group of employers of which the Employer

is a member if (i) 90% or more of all employees of the Employer and all Related Employers are covered by collective bargaining agreements, and (ii) this Plan covers only Employees who are not covered under a collective bargaining agreement.

1.16 Hour of Service
An Hour of Service means:

(a) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours will be credited to the Employee for the computation period in which the duties are performed;

(b) Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 501 Hours of Service will be credited under this paragraph for any 12-month period. Hours under this paragraph will be calculated and credited pursuant to Section 2530.200b-2 of the Department of Labor Regulations which are incorporated herein by this reference; and

(c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service will not be credited both under paragraphs (a) or (b), as the case may be, and under this paragraph (c). These hours will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

Hours of Service for all Employees will be determined on the basis of actual hours for which an Employee is paid or is entitled to payment. Hours of Service will be credited for employment with any Related Employer or any Predecessor Employer. Hours of Service will be credited for any individual considered an employee under Code Section 414(n) or 414(o) and the regulations thereunder.

Solely for purposes of determining whether a One Year Break-in-Service has occurred, a Participant who is absent from work on an authorized Leave of Absence or by reason of the Participant's pregnancy, birth of the Participant's child, placement of a child with the Participant in connection with the adoption of such child, or for the purpose of caring for such child for a period immediately following such birth or placement, will receive credit for the Hours of Service which otherwise would have been credited to the Participant but for such absence. The Hours of Service credited under this paragraph will be credited in the Plan Year in which the absence begins if such crediting is necessary to prevent a One Year Break-in-Service in such Plan Year; otherwise, such Hours of Service will be credited in the following Plan Year. The Hours of Service credited under this paragraph are those which would normally have been credited but for such absence; in any case in which the Plan Administrator is unable to determine such hours normally credited, 8

Hours of Service per day will be credited. No more than 501 Hours of Service will be credited under this paragraph for any 12-month period. The Date of Severance is the second anniversary of the date on which the absence begins. The period between the initial date of absence and the first anniversary of the initial date of absence is deemed to be a period of Service. The period between the first and second anniversaries of the initial date of absence is neither a period of service nor a period of severance.

1.17 Integration Level
A Participant's monthly Integration Level is equal to his monthly Average Social Security Wage Base. Average Social Security Wage Base means the average (without indexing) of the social security taxable wage bases in effect for each calendar year during the 35-year period ending with the calendar year in which the Participant attains (or will attain) social security retirement age (as defined in Code Section 415(b)). In determining a Participant's Average Social Security Wage Base, the taxable wage base for the current and any subsequent Plan Year will be assumed to be equal to the taxable wage base in effect as of the first day of the Plan Year for which the determination is being made. No increase in a Participant's Average Social Security Wage Base will decrease the Participant's Accrued Benefit.

1.18 Leave of Absence

An authorized Leave of Absence means a period of time of one year or less granted to an Employee by the Employer due to illness, injury, temporary reduction in work force, or other appropriate cause or due to military service during which the Employee's reemployment rights are protected by law, provided the Employee returns to the service of the Employer on or before the expiration of such leave, or in the case of military service, within the time his reemployment rights are so protected or within 60 days of his discharge from military service if no federal law is applicable. All authorized Leaves of Absence are granted or denied by the Employer in a uniform and nondiscriminatory manner, treating Employees in similar circumstances in a like manner.

If the Participant does not return to active service with the Employer on or prior to the expiration of his authorized Leave of Absence he will be considered to have had a Date of Severance as of the earlier of the date on which his authorized Leave of Absence expired, the first anniversary of the last date he worked at least one hour as an Active Participant, or the date on which he resigned or was discharged.

1.19 Limitation Year
The Limitation Year is the 12 month period beginning June 1 and ending May 31.

1.20 Reserved

1.21 Normal Retirement Age
A Participant's Normal Retirement Age is his attained age on the date which he satisfies the following requirements:

(a) Attainment of age 65, and

(b) Attainment of the fifth anniversary of the Participant's Employment Commencement Date.

1.22 Normal Retirement Date
A Participant's Normal Retirement Date is the first day of the month which coincides with or next follows the date on which the Participant attains Normal Retirement Age.

1.23 One Year Break-in-Service
One Year Break-in-Service means any 365-day period following an Employee's Date of Severance, as defined in Section 1.42(a), in which the Employee does not have at least one Hour of Service.

1.24 Optional Benefit Form
Any Optional Benefit Form which is provided under the Plan is described in Section 3.07.

1.25 Participant
The term Participant means an Employee or former Employee who is eligible to participate in this Plan and who is or who may become eligible to receive a benefit of any type from this Plan or whose Beneficiary may be eligible to receive any such benefit.

(a) Active Participant means a Participant who is currently an Employee.

(b) Disabled Participant means a Participant who has terminated his employment with the Employer and who is entitled to a Disability Retirement Benefit under the Plan.

(c) Retired Participant means a Participant who has terminated his employment with the Employer after meeting the requirements for a Normal, Early or Late Retirement Benefit and who is receiving such benefits.

(d) Vested Terminated Participant means a Participant who has terminated his employment with the Employer and who has a nonforfeitable right to all or a portion of his or her Accrued Benefit and who has not received a distribution of the value of his or her Vested Accrued Benefit.

(e) Former Participant means a Participant who has terminated his employment with the Employer and who currently has no nonforfeitable right to any portion of his or her Accrued Benefit.

1.26 Reserved

1.27 Reserved

1.28 Plan, Plan and Trust, Trust
The terms Plan, Plan and Trust and Trust mean Triton Energy Corporation Retirement Income Plan. The Plan Identification Number is 005.

The term Predecessor Plan means any qualified plan previously established and maintained by the Employer and to which this Plan is the successor.

1.29 Plan Administrator
The Plan Administrator is the Plan Committee.

1.30 Plan Year
The Plan Year is the 12 month period beginning June 1 and ending May 31.

1.31 Reserved

1.32 Qualified Annuity Definitions

(a) Annuity Starting Date
Annuity Starting Date means (i) the first day of the first period for which an amount is payable as an annuity, or (ii) in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitled the Participant to the benefit.

(b) Earliest Retirement Age
The Earliest Retirement Age under this Plan is the earliest age at which a Participant could terminate his employment and receive a distribution. Death and retirement of a Participant are both treated as a termination of employment. If a Participant terminates his employment before the Earliest Retirement Age, only his actual years of service at the time of his termination of employment are taken into account.

(c) Qualified Election

(1) In General
Qualified Election means a written waiver of a Qualified Joint and Survivor Annuity or a Qualified Survivor Annuity. The waiver must be consented to by the Participant's spouse with such consent witnessed by a representative of the Plan Administrator or a notary public. The spouse's consent must include the designation of a specific Beneficiary and the form of payment which cannot be changed without the consent of the spouse. Such consent will not be required if the Participant establishes to the satisfaction of the Plan Administrator that such written consent may not be obtained because there is no spouse, the spouse cannot be located or other circumstances that may be prescribed by Treasury Regulations. Any consent which is required under this Section will be valid only with respect to the spouse who signs the consent (or in the event of a deemed Qualified Election, the designated spouse). Additionally, a revocation of a prior waiver may be made by a Participant without the consent of the spouse at any time before the commencement of benefits; however, any waiver of a Qualified Joint and Survivor Annuity or a Qualified Survivor Annuity which follows such revocation must be in writing and must be consented

to by the Participant's spouse in the manner described above. The number of waivers or revocations of such waivers will not be limited.

(2) Qualified Joint and Survivor Annuity Notices
With respect to any married Participant who does not die before his Annuity Starting Date, within the 90-day period which ends on a married Participant's Annuity Starting Date, the Plan Administrator will provide the Participant with a written explanation of:

- the terms and conditions of a Qualified Joint and Survivor Annuity;
- the Participant's right to make and the effect of a Qualified Election to waive the Qualified Joint and Survivor Annuity form of benefit;
- a general description of the eligibility conditions and other material features of the optional forms of benefit and sufficient additional information to explain the relative values of the optional forms of benefit available;
- the rights of the Participant's spouse; and
- the right to make, and the effect of, a revocation of a previous Qualified Election to waive the Qualified Joint and Survivor Annuity.

(3) Qualified Survivor Annuity Notices
The election period to waive the Qualified Survivor Annuity will begin on the first day of the Plan Year in which the Participant attains age 35 and end on the date of the Participant's death. If a Vested Terminated Participant separates from service before the beginning of the election period, the election period will begin on the date of separation from service.

The Plan Administrator will, within the applicable notice period, provide each Participant a written explanation of the Qualified Survivor Annuity containing comparable information to that required under the provisions of Section 1.32(c)(2). For

purposes of this paragraph, the term "applicable notice period" means whichever of the following periods ends last:

- the period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age 35;
- 12 months after the individual becomes a Participant;
- 12 months after the Qualified Survivor Annuity ceases to be a fully subsidized benefit;

- 12 months after the joint and survivor rules become effective for the Participant; or
- 12 months after the Participant separates from service before attaining age 35.

(d) Qualified Joint and Survivor Annuity
A Qualified Joint and Survivor Annuity means an immediate annuity which is payable for the life of the Participant with a survivor annuity for the life of his Surviving Spouse in an amount which is 50% of the amount payable during the joint lives of the Participant and his spouse. The amount of the Qualified Joint and Survivor Annuity will be the actuarial equivalent of the Normal Benefit Form. A Participant may elect, without the consent of his Spouse, to receive any other actuarially equivalent annuity which is payable for the life of the Participant with a survivor annuity for the life of his Surviving Spouse in an amount which is not less than 50% nor more than 100% of the amount payable during the joint lives of the Participant and his spouse, but only if such benefit is an Optional Form of Benefit provided in Section 3.07.

(e) Qualified Life Annuity
A Qualified Life Annuity means an immediate annuity which is payable for the lifetime of the Participant with payments terminating upon the death of the Participant.

(f) Qualified Survivor Annuity
Qualified Survivor Annuity means the monthly benefit payable for the remaining lifetime of a Surviving Spouse to which the Surviving Spouse is entitled under Section 4.01. The amount of the Qualified Survivor Annuity benefit will be the larger of the monthly benefit provided for in Section 4.01 or the monthly benefit calculated under this Section.

If a Participant dies on or after his Earliest Retirement Age, the monthly Qualified Survivor Annuity benefit will be equal to 100% of the monthly benefit which would have been paid to the Participant and his Surviving Spouse if he had elected to retire on the day preceding his date of death and to receive his retirement benefit as a Qualified Joint and Survivor Annuity with 100% payable to the Surviving Spouse.

If a Participant dies before his Earliest Retirement Age, the monthly Qualified Survivor Annuity benefit will be deferred until his Earliest Retirement Age unless the Surviving Spouse elects to have payment of the Qualified Survivor Annuity begin at a later date. If the Surviving Spouse does not survive until the Participant's Earliest Retirement Age (or the deferred date for beginning payments if elected), the Qualified Survivor Annuity will be forfeited. The monthly Qualified Survivor Annuity benefit will be computed as if the Participant had:

(1) separated from service on the earlier of date of death or the

actual date of separation from service;

(2) survived to his Earliest Retirement Age;

(3) elected to retire on his Earliest Retirement Age and to receive his retirement benefit as a Qualified Joint and Survivor Annuity with 100% payable to the Surviving Spouse; and

(4) died on the date after his Earliest Retirement Age.

The Surviving Spouse may elect to receive the Actuarial Equivalent of the Qualified Survivor Annuity in any Optional Benefit Form which is available under Section 3.07.

However, notwithstanding anything to the contrary, if the lump sum value of a Surviving Spouse's Qualified Survivor Annuity is $3,500 or less, the Plan Administrator will direct the immediate distribution of the value of the Qualified Survivor Annuity to the Surviving Spouse. If the lump sum value of a Surviving Spouse's Qualified Survivor Annuity at the time of any distribution exceeds $3,500, the lump sum value at any later time will be deemed to exceed $3,500.

1.33 Related Employer
The terms Related Employer and Affiliated Employer are used interchangeably and mean any other corporation, association, company or entity on or after the Effective Date which is, along with the Employer, a member of a controlled group of corporations (as defined in Code Section 414(b)), a group of trades or businesses which are under common control (as defined in Code Section 414(c)), an affiliated service group (as defined in Code Section 414(m)), or any organization or arrangement required to be aggregated with the Employer by Treasury Regulations issued under Code Section 414(o).

1.34 Required Beginning Date
A Participant's Required Beginning Date for the commencement of benefit payments from the Plan is the April 1 immediately following:

- the later of 1989 or the calendar year in which he attained age 70-1/2 if he attained age 70-1/2 after December 31, 1987;
- the calendar year in which he attains age 70-1/2 if he is or was a Five Percent Owner at any time during the Plan Year ending with or within the calendar year in which he attains age 66-1/2 or any later Plan Year; or
- the later of the calendar year in which he attains age 70-1/2 or the calendar year in which he retires for any other Participant.

1.35 Surviving Spouse
Surviving Spouse means a deceased Participant's spouse who was married to the Participant on the earlier of the Annuity Starting Date or the Participant's date of death. The Plan Administrator and the Trustee may rely conclusively on a Participant's written statement of his marital

status. Neither the Plan Administrator nor the Trustee is required at any time to inquire into the validity of any marriage, the effectiveness of a common-law relationship or the claim of any alleged spouse which is inconsistent with the Participant's report of his marital status and the identity of his spouse.

Wherever the consent of the Participant's spouse is required, it will be valid only if it is in writing, acknowledges the effect of the consent, and is witnessed by a notary public, the Plan administrator or the duly appointed representative of the Plan Administrator. The consent will not be required if the Participant establishes to the satisfaction of the Plan Administrator that written consent cannot be obtained because there is no spouse, the spouse cannot be located, or other circumstances prescribed by Treasury Regulation Section 1.401(a)-20 QsA 27. Any consent necessary under this provision will be valid only with respect to the spouse who signs the consent.

1.36 Top-Heavy Definitions

(a) Aggregate Account
Aggregate Account means, with respect to each Participant, the value of all accounts maintained on behalf of the Participant, whether attributable to Employer or Employee contributions, used to determine Top-Heavy Plan status under the provisions of a defined contribution plan. A Participant's Aggregate Account as of the Determination Date will be the sum of:

- the balance of his Account(s) as of the most recent valuation date occurring within a 12-month period ending on the Determination Date (excluding any amounts attributable to deductible voluntary employee contributions); plus
- contributions that would be allocated as of a date not later than the Determination Date, even though those amounts are not yet made or required to be made; plus
- any Plan Distributions made within the Plan Year that includes the Determination Date or within the four preceding Plan Years.

(b) Aggregation Group
Aggregation Group means either a Required Aggregation Group or a Permissive Aggregation Group as hereinafter determined.

(1) Required Aggregation Group
Each plan of the Employer in which a Key Employee is a Participant, and each other plan of the Employer which enables any plan in which a Key Employee participates to meet the requirements of Code Section 401(a)(4) or 410, will be aggregated and the resulting group will be known as a Required Aggregation Group.

Each plan in the Required Aggregation Group will be considered a Top-Heavy Plan if the Required Aggregation Group is a Top-Heavy Group. No plan in the Required Aggregation Group will be

considered a Top-Heavy Plan if the Required Aggregation Group is not a Top-Heavy Group.

(2) Permissive Aggregation Group
The Employer may also include any other plan not required to be included in the Required Aggregation Group, provided the resulting group (to be known as a Permissive Aggregation Group), taken as a whole, would continue to satisfy the provisions of Code Sections 401(a)(4) and 410.

Only a plan that is part of the Required Aggregation Group will be considered a Top-Heavy Plan if the Permissive Aggregation Group is a Top-Heavy Group. No plan in the Permissive Aggregation Group will be considered a Top-Heavy Plan if the Permissive Aggregation Group is not a Top-Heavy Group.

Only those plans of the Employer in which the Determination Dates fall within the same calendar year will be aggregated in order to determine whether the plans are Top-Heavy Plans.

(c) Determination Date
Determination Date means the last day of the preceding Plan Year, or, in the case of the first Plan Year, the last day of the first Plan Year.

(d) Key Employee
Key Employee means any Employee or former Employee (and his Beneficiary) who, at any time during the Plan Year or any of the preceding four Plan Years, was:

(1) A "Five Percent Owner" of the Employer. "Five Percent Owner" means any person who owns (or is considered as owning within the meaning of Code Section 318) more than 5% of the value of the outstanding stock of the Employer or stock possessing more than 5% of the total combined voting power of all stock of the Employer. If the Employer is not a corporation, Five Percent Owner means any person who owns more than 5% of the capital or profits interest in the Employer. In determining percentage ownership hereunder, Related Employers will be treated as separate Employers; or

(2) A "One Percent Owner" of the Employer having Compensation from the Employer of more than $150,000. "One Percent Owner" means any person who owns (or is considered as owning within the meaning of Code Section 318) more than 1% of the value of the outstanding stock of the Employer or stock possessing more than 1% of the total combined voting power of all stock of the Employer. If the Employer is not a corporation, One Percent Owner means any person who owns more than 1% of the capital or profits interest in the Employer. In determining percentage ownership hereunder, Related Employers will be treated as separate Employers. However, in determining whether an individual has Compensation of more than $150,000, Compensation from each Related Employer will be taken into account; or

(3) One of the 10 Employees having Compensation not less than the Defined Contribution Dollar Limit (as defined in Section 7.03(j) for the Plan Year) who owns (or is considered as owning within the meaning of Code Section 318) both greater than 1/2% interest and the largest interests in all Employers required to be aggregated under Code Sections 414(b), (c), (m) and (o); or

(4) An officer (within the meaning of the regulations under Code Section 416) of the Employer having Compensation greater than 50% of the Defined Benefit Dollar Limit as defined in Section 7.03(f) for the Plan Year.

For purposes of this Section, Compensation means Aggregate Compensation as defined in Section 7.03(a) plus any amounts contributed by the Employer pursuant to a salary reduction agreement which are excludible from the gross income of the Employee under Code Section 125, 402(a)(8), 402(h) or 403(b). Compensation in excess of $200,000 (as adjusted by the Secretary of the Treasury under Code Section 415(d)) will be disregarded.

(e) Non-Key Employee
Non-Key Employee means any Employee (and his Beneficiaries) who is not a Key Employee.

(f) Plan Distributions
Plan distributions include distributions made before January 1, 1984, and distributions under a terminated plan which, if it had not been terminated, would have been required to be included in an aggregation group. However, distributions made after the Valuation Date and before the Determination Date are not included to the extent that they are already included in the Participant's Single Sum Benefit as of the Valuation Date.

With respect to "unrelated" rollovers and plan-to-plan transfers (those which are both initiated by an employee and made from a plan maintained by one employer to a plan maintained by another employer), if such a rollover or plan-to-plan transfer is made from this Plan, it will be considered as a distribution for purposes of this Section. If such a rollover or plan-to-plan transfer is made to this Plan, it will not be considered as part of the Participant's Single Sum Benefit. However, an unrelated rollover or plan-to-plan transfer accepted before January 1, 1984, will be considered as part of the Participant's Single Sum Benefit.

With respect to "related" rollovers and plan-to-plan transfers (those which are either not initiated by an employee or are made from one plan to another plan maintained by the same employer), if such a rollover or plan-to-plan transfer is made from this Plan, it will not be considered as a distribution for purposes of this Section. If such a rollover or plan-to-plan transfer is made to this Plan, it will be considered as part of the Participant's Single Sum Benefit.

(g) Present Value of Accrued Benefit
In the case of the defined benefit plan, a Participant's Present Value of Accrued Benefit, for Top-Heavy determination purposes, will be determined using the following rules:

(1) The Present Value of Accrued Benefit will be determined as of the most recent "Valuation Date" within a 12-month period ending on the Determination Date.

(2) For the first Plan Year, the Present Value of Accrued Benefit will be determined as if (A) the Participant terminated service as of the Determination Date; or (B) the Participant terminated service as of the Valuation Date, but taking into account the estimated Present Value of Accrued Benefits as of the Determination Date.

(3) For any other Plan Year, the Present Value of Accrued Benefit will be determined as if the Participant terminated service as of the Valuation Date.

(4) The Valuation Date must be the same date used for computing the defined benefit plan minimum funding costs, regardless of whether a calculation is performed that plan year.

(5) A Participant's Present Value of Accrued Benefit as of a Determination Date will be the sum of:

- the present value of his Accrued Benefit determined using the actuarial assumptions which are specified below; plus
- any Plan Distributions made within the Plan Year that includes the Determination Date or within the four preceding Plan Years; plus
- any employee contributions, whether voluntary or mandatory. However, amounts attributable to qualified voluntary employee contributions, as defined in Code Section 219(e)(2) will not be considered to be a part of the Participant's Present Value of Accrued Benefit.

For purposes of this Section, the present value of a Participant's Accrued Benefit will be equal to the greater of the present value determined using the actuarial assumptions which are specified for Actuarial Equivalent purposes or the present value determined using the "Applicable Interest Rate." The Applicable Interest Rate is the rate or rates that would be used by the Pension Benefit Guaranty Corporation for a trusteed single-employer plan to value a Participant's or Beneficiary's benefit on the date of distribution (the "PBGC Rate"). If the present value using the PBGC Rate exceeds $25,000, the Applicable Interest Rate is 120% of the PBGC Rate. However, the use of 120% of the PBGC Rate will never result in a present value less than $25,000.

(6) Solely for the purpose of determining if this Plan (or any other plan included in a Required Aggregation Group of which this Plan is a part) is Top- Heavy, the Accrued Benefit of any Employee other than a Key Employee will be determined under

(A) the method, if any, that uniformly applies for accrual purposes under all plans maintained by the Employer or any Related Employer, or

(B) if there is no such method, as if the benefit accrued no more rapidly than the slowest accrual rate permitted under the fractional accrual rate of Code Section 411(b)(1)(C).

(h) Single Sum Benefit
The Single Sum Benefit for any Participant in a defined benefit pension plan will be equal to his Present Value of Accrued Benefit. The Single Sum Benefit for any Participant in a defined contribution plan will be equal to his Aggregate Account.

(i) Top-Heavy Group
Top-Heavy Group means an Aggregation Group in which, as of the Determination Date, the Single Sum Benefits of all Key Employees under all plans included in the group exceeds 60% of a similar sum determined for all Participants.

Super Top-Heavy Group means an Aggregation Group in which, as of the Determination Date, the sum of (1) the Single Sum Benefits of all Key Employees under all defined benefit plans included in the group, plus (2) the Single Sum Benefit of all Key Employees under all defined contribution plans included in the group exceeds 90% of a similar sum determined for all Participants.

(j) Top-Heavy Plan
This Plan will be a Top-Heavy Plan for any Plan Year beginning after December 31, 1983, in which, as of the Determination Date, the Single Sum Benefits of all Key Employees exceed 60% of the Single Sum Benefits of all Participants under this Plan.

This Plan will be a Super Top-Heavy Plan for any Plan Year beginning after December 31, 1983, in which, as of the Determination Date, the Single Sum Benefits of all Key Employees exceed 90% of the Single Sum Benefits of all Participants under this Plan.

If any Participant is a Non-Key Employee for a given Plan Year, but was a Key Employee for any prior Plan Year, the Participant's Single Sum Benefit will not be taken into account for purposes of determining whether this Plan is a Top-Heavy or Super Top-Heavy Plan (or whether any Aggregation Group which includes this Plan is a Top-Heavy or Super Top-Heavy Group).

If an individual has performed no services for the Employer at any time during the 5-year period ending on the Determination Date, any Single Sum Benefit of such individual will not be taken into account for purposes of determining whether this Plan is a Top-Heavy or

Super Top-Heavy Plan (or whether any Aggregation Group which includes this Plan is a Top-Heavy Group or Super Top-Heavy Group).

1.37 Trust Fund, Trust
These terms mean the total cash, securities, real property, insurance contracts and any other property held by the Trustee.

1.38 Trustee
The Trustee is Smith Barney Shearson Trust Company or any successor Trustee.

1.39 Vested Accrued Benefit
A Participant's Vested Accrued Benefit as of a given date will be equal to the product of his Accrued Benefit multiplied by his Vested Percentage as of that same date.

A Participant's Vested Percentage as of a given date will be that percentage determined in accordance with the Vesting Schedule. Notwithstanding the preceding, an Active Participant will be 100% vested upon reaching the earlier of (a) his Normal Retirement Age or (b) the later of the date upon which the Participant attains age 65 or reaches the 5th anniversary of the date he commenced participation in the Plan.

1.40 Vesting Schedule
A Participant's Vested Percentage will be 100% upon the completion of 5 Years of Vesting Service. Prior to the completion of 5 Years of Vesting Service, a Participant's Vested Percentage is zero.

Notwithstanding the foregoing, in any Plan Year in which the Plan is determined to be a Top-Heavy Plan, the following Vesting Schedule will apply in lieu of the Vesting Schedule provided for above:

Years of Vesting Service	Vested Percentage
Less than 2 Years	0%
2 Years	20%
3 Years	40%
4 Years	60%
5 Years	80%
6 Years or more	100%

If in any subsequent Plan Year the Plan ceases to be a Top-Heavy Plan, the above Vesting Schedule will continue to apply unless the Employer elects, by Written Resolution, to resume the Vesting Schedule specified at the beginning of this Section. Any such resolution will be treated as a Plan Amendment and be subject to the restrictions contained in Section 10.06.

Notwithstanding the foregoing, a Participant's Vested Percentage will be 100% if a "Change in Control" of Triton Energy Corporation occurs. For purposes of this Section, Change in Control means the occurrence of any of the following events:

(a) The consummation of (i) any consolidation or merger of the Employer

in which the Employer is not the continuing or surviving corporation or pursuant to which shares of the Employer's common stock would be converted into cash, securities or other property, other than a merger of the Employer in which the holders of the Employer's common stock immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, or (ii) any sale, lease, exchange or other transfer (excluding transfer by way of ledge or hypothecation), in one transaction or a series of related transactions, of all, or substantially all, of the assets of the Employer;

(b) The shareholders of the Employer approve any plan or proposal for the liquidation or dissolution of the Employer;

(c) Any "person" (as such term is defined in Section 3(a)(9) or Section 13(d)(3) under the Securities Exchange Act of 1934) or any "group" (as such term is used in Rule 13d-5 promulgated under the Securities Exchange Act of 1934), other than the Employer or any successor of the Employer or any Subsidiary of the Employer or any employee benefit plan of the Employer or any subsidiary (including such plan's trustee), becomes, without the prior approval of the Directors of the Employer, a beneficial owner for purposes of Rule13d-3 promulgated under the Securities Exchange Act of 1934, directly or indirectly, of securities of the Employer representing 25% or more of the Employer's then outstanding securities having the right to vote in the election of Directors of the Employer; or

(d) During any period of two consecutive years, individuals who, at the beginning of such period constituted the entire Board of Directors of the Employer, cease for any reason (other than death) to constitute a majority of the Directors of the Employer, unless the election, or the nomination for election, by the Employer's shareholders, of each new Director of the Employer was approved by a vote of at least two-thirds of the Directors of the Employer then still in office who were Directors of the Employer at the beginning of the period.

1.41 Written Resolution
The terms Written Resolution and Written Consent are used interchangeably and reflect decisions, authorizations, etc. by the Employer. A Written Resolution will be evidenced by a resolution of the Board of Directors of the Employer.

1.42 Year of Service

(a) Crediting Years of Service
Years of Service are determined under the Elapsed Time Method. Under the Elapsed Time Method, Years of Service are based upon an Employee's Elapsed Time of employment irrespective of the number of hours actually worked during such period; a Year of Service (including a fraction thereof) will be credited for each completed 365 days of Elapsed Time which need not be consecutive. The following terms are used in determining Years of Service under the Elapsed Time Method:

(1) Date of Severance (Termination) - means the earlier of (A) the actual date an Employee resigns, is discharged, dies or retires, or (B) the first anniversary of the date an Employee is absent from work (with or without pay) for any other reason, e.g., disability, vacation, leave of absence, layoff, etc.

Notwithstanding the above, Date of Severance will mean the date specifically designated as such in any severance of employment agreement.

(2) Elapsed Time - means the total period of service which has elapsed between a Participant's Employment Commencement Date and Date of Termination including Periods of Severance where a One Year Break-in-Service does not occur.

(3) Employment Commencement Date - means the date an Employee first performs one Hour of Service for the Employer.

(4) One Year Break-in-Service - means any 12-month period following an Employee's Date of Termination as defined above in which the Employee does not have at least one Hour of Service.

(5) Period of Severance - is the time between the actual Date of Severance as defined above and the subsequent date, if any, on which the Employee performs an Hour of Service.

All periods of employment will be aggregated including Periods of Severance unless there is a One Year Break-in-Service.

Years of Eligibility Service for purposes of determining eligibility to participate in the Plan and Years of Vesting Service for purposes of determining a Participant's Vested Percentage include service with any organization which is a Related Employer with respect to the Employer.

(b) For Benefit Purposes
Years of Service for purposes of computing a Participant's Normal Retirement Benefit are referred to as Years of Benefit Service and are determined using the Elapsed Time Method.

All of a Participant's Years of Benefit Service are taken into account in determining his Normal Retirement Benefit except:

- o Service while the Employee declined participation in this Plan or any Predecessor Plan;
- o Service while the Employee was not in an Eligible Employee Classification;
- o Service while the Employee was an employee of a Related Employer which is not an Employer or a Participating Employer under this Plan; and

- o Service for which the Employee was not entitled to receive Compensation.

(c) For Vesting Purposes
Years of Service for purposes of computing a Participant's Vested Percentage are referred to as Years of Vesting Service and are determined using the Elapsed Time Method.

All of a Participant's Years of Vesting Service are taken into account in determining his Vested Percentage.

ARTICLE 2

PARTICIPATION

2.01 Participation
An Employee who is a member of an Eligible Employee Classification will become a Participant in the Plan on the Entry Date which coincides with or next follows his or her Employment Commencement Date.

An Employee who is eligible to participate as of the Effective Date or as of a given Entry Date will automatically become a Participant as of such date. An Employee who is otherwise eligible to participate may irrevocably elect not to participate in the Plan. Any election under this paragraph must be in writing and according to guidelines established by the Plan Administrator.

2.02 Participation After Reemployment
An Employee who terminates employment prior to his Entry Date will participate in the Plan immediately upon returning to the employ of the Employer.

A Participant or Former Participant who has terminated employment will participate as an Active Participant in the Plan immediately upon returning to the employ of the Employer.

2.03 Change in Employment Classification
If a Participant becomes ineligible to participate because he is no longer a member of an Eligible Employee Classification, the Participant will participate immediately upon his return to an Eligible Employee Classification.

If an Employee who is not a member of an Eligible Employee Classification becomes a member of such a classification, the Employee will begin to participate immediately if he has satisfied the eligibility requirements which are specified in Section 2.01.

ARTICLE 3

RETIREMENT BENEFITS

3.01 Normal Retirement
When an Active Participant reaches his Normal Retirement Date, he may elect to retire and he will begin to receive the Normal Retirement Benefit to which he is entitled hereunder. Upon attainment of his Normal Retirement Age, an Active Participant's Normal Retirement Benefit will become nonforfeitable. The form of benefit payment will be governed by the provisions of Section 3.06.

(a) Normal Retirement Benefit
With respect to any Participant who completes at least one Hour of Service on or after June 1, 1993, the Participant's Normal Retirement Benefit is the monthly pension benefit commencing on his Normal Retirement Date payable in the Normal Benefit Form in an amount equal to:

0.8% of his Average Monthly Compensation plus 0.65% of his Excess Average Monthly Compensation, each multiplied by his Years of Benefit Service not to exceed 30 years.

Effective for the period from June 1, 1989 through May 31, 1993, the Normal Retirement Benefit for any Participant who completed at least one Hour of Service on or after June 1, 1993 and before May 31, 1993 is the monthly pension benefit commencing on his Normal Retirement Date payable in the Normal Benefit Form in an amount equal to:

0.4% of his Average Monthly Compensation plus 0.4% of his Excess Average Monthly Compensation, each multiplied by his Years of Benefit Service not to exceed 30 years.

(b) Normal Benefit Form

Lifetime Pension - Monthly pension benefit payable for the lifetime of the Participant with payments terminating upon the death of the Participant.

3.02 Early Retirement
The form of payment of a Participant's Early Retirement Benefit will be governed by the provisions of Section 3.06.

(a) Early Retirement Date
A Participant's Early Retirement Date is the date which is so elected by the Participant for the commencement of monthly pension

benefits prior to his Normal Retirement Date. A Participant may select an Early Retirement Date as the first day of the month which coincides with or next follows the date upon which he satisfies the following requirements:

(1) Attainment of age 55; and

(2) Completion of 5 Years of Vesting Service.

(b) Early Retirement Benefit
A Participant's Early Retirement Benefit is equal to the Actuarial Equivalent of his Accrued Benefit determined as of his Early Retirement Date.

3.03 Late Retirement
If a Participant continues as an Employee or is re-employed after his Normal Retirement Date, payment of his benefit will be withheld until his Late Retirement Date, which is the earlier of the following:

- o the date the Participant retires or resumes retirement; or
- o the Participant's Required Beginning Date.

As of his Late Retirement Date, a Participant will begin to receive his Late Retirement Benefit which will be equal to the greater of the following:

- o the amount which can be provided by the Actuarial Equivalent of the single sum value of his Normal Retirement Benefit determined as of his Normal Retirement Date and accumulated with Actuarial Equivalent interest from his Normal Retirement Date to his Late Retirement Date, reduced (but not below zero) by the Actuarial Equivalent (interest only) of any earlier benefit payments; or
- o the amount which is based on the Normal Retirement Benefit formula using his Years of Benefit Service and Compensation through his Late Retirement Date, reduced (but not below zero) by the Actuarial Equivalent (interest only) of any earlier benefit payments.

If a Participant continues as an Employee or is re-employed after the end of the calendar year immediately preceding his Required Beginning Date, his benefit will be payable as required by Section 3.08 of this Plan. As of each later January 1st that the Participant continues to be employed, and upon his later termination of employment, the amount of his Late Retirement Benefit will be recomputed in accordance with the formula described above.

3.04 Disability Retirement

(a) Disability Retirement Date
A Participant's Disability Retirement Date is the first day of the month coincident with or next following the date of termination of his employment due to disability provided the Participant has been found to be eligible for a Disability Retirement Benefit.

An Active Participant will be eligible for a Disability Retirement Benefit under the Plan upon the occurrence of Permanent Disability coincident with or following the Participant's completion of 2 Years of Benefit Service.

(b) Disability Retirement Benefit
An eligible Participant's Disability Retirement Benefit is equal to the Normal Retirement Benefit to which the Participant would have been entitled if he had continued to be an Employee until his Normal Retirement Date with such benefit calculated on the basis of his Average Monthly Compensation determined as of his Disability Retirement Date. Such benefit will begin on his Normal Retirement Date. Such Disability Retirement Benefit is nonforfeitable except by reason of death or recovery from disability.

Notwithstanding the above, if a Participant satisfies the requirements for a Disability Retirement Benefit and, in accordance with the provisions of Section 5.02, also satisfies the requirements for a Vested Accrued Benefit, the portion of his Disability Retirement Benefit which is the Actuarial Equivalent of his Vested Accrued Benefit will be payable in a form which is subject to the provisions of Section 3.06. The remaining portion, if any, of the Actuarial Equivalent of the Participant's Disability Retirement Benefit will be payable as a Lifetime Pension with a monthly benefit payable for the Participant's lifetime with payments terminating upon his death.

(c) Permanent Disability
A Participant will be considered permanently disabled if, in the opinion of the Plan Administrator,

(1) he is prevented from performing each of the material duties of any occupation for which he is reasonably suited based on education and experience;

(2) such disability is likely to be both continuous and permanent;

(3) such disability occurs on or after the Effective Date of the Plan but prior to the Participant's Normal Retirement Date; and

(4) such disability is not the result of injury or disease sustained by the Participant subsequent to the date his employment terminated.

(d) Proof of Disability
The Plan Administrator, before approving the payment of a Disability Retirement Benefit, may require satisfactory proof, in the form of a certificate from a duly licensed physician selected or approved by the Plan Administrator, that the Participant has become permanently disabled as provided herein. Periodically, after the commencement of the Disability Retirement Benefit, the Plan Administrator may similarly require proof of the continued disability of the Participant.

(e) Recovery from Disability
If the Plan Administrator finds that a Disabled Participant is, at any time prior to his eligibility for Early Retirement, no longer

disabled as provided herein, the Disabled Participant's right to a Disability Retirement Benefit will terminate as of the date that the Plan Administrator determines that he has recovered from disability.

(1) Disabled Participant Reemployed - If the Disabled Participant is reemployed by the Employer upon his recovery from disability, he will immediately become an Active Participant in the Plan upon his return to employment. All Service earned prior to the date of his termination of employment due to disability will be restored in full. In addition, he will also receive Service credit for the period beginning on his date of termination of employment due to disability and ending on the date he is reemployed by the Employer. However, any benefit to which he later becomes entitled under the Plan will be reduced on an Actuarially Equivalent basis in recognition of any Disability Retirement Benefit which he may have received under the Plan.

(2) Participant Not Reemployed - If the Participant is not reemployed by the Employer upon his recovery from disability and if he had a Vested Accrued Benefit as of his date of termination of employment due to disability, he will be entitled to the benefits described in Article 5. However, such benefits will be reduced on an Actuarially Equivalent basis in recognition of any Disability Retirement Benefit which he may have received under the Plan.

3.05 Miscellaneous
The provisions contained in this Article 3 must meet the requirements of Code Section 401(l) and all regulations issued thereunder. If either the annual or the cumulative overall permitted disparity limit as defined in Treasury Regulation 1.401(l)-5 would otherwise be exceeded at any time, then the benefit otherwise payable to a Participant under this Plan will be limited to the extent necessary to prevent such limits from being exceeded.

Any changes in the Social Security Act after the date of a Participant's termination of employment will not affect his benefit under this Plan.

3.06 Form of Benefit Payment
The Plan Administrator will direct the Trustee to make the payment of any benefit provided under this Plan upon the event giving rise to such benefit within the time prescribed by this Article. The form of benefit will be determined as follows:

(a) a Participant who is not married on his Annuity Starting Date will be provided a Qualified Life Annuity unless he elects the Normal Benefit Form or an Optional Benefit Form in writing within the 90-day period which ends on his Annuity Starting Date. The Qualified Life Annuity will be the Actuarial Equivalent of the Normal Benefit Form.

(b) a Participant who is married on his Annuity Starting Date will be provided a Qualified Joint and Survivor Annuity unless he makes a

Qualified Election to receive an Optional Benefit Form or the Normal Benefit Form. The Qualified Joint and Survivor Annuity will be the Actuarial Equivalent of the Normal Benefit Form.

However, notwithstanding anything to the contrary, if the present value of a Participant's Vested Accrued Benefit does not exceed $3,500, the Plan Administrator will direct the immediate distribution of the present value of the Vested Accrued Benefit to the Participant. This paragraph will not apply after the Annuity Starting Date.

3.07 Optional Benefit Forms

Optional forms of benefit distribution are available subject to a written request by the Participant (or, upon the Participant's death, the Participant's Surviving Spouse or Beneficiary). The Optional Benefit Forms are available and equal to the Actuarial Equivalent of the Normal Benefit Form and may be in an amount more than or less than that provided by the Normal Benefit Form depending on the option selected. Such distribution may be in one or more of the following forms:

- Joint & 50% Contingent Survivor Pension - monthly pension benefit payable during the joint lifetime of the Participant and the Joint Annuitant; reduces to 50% of the original amount upon the death of the Participant.

- Joint & 75% Contingent Survivor Pension - monthly pension benefit payable during the joint lifetime of the Participant and the Joint Annuitant; reduces to 75% of the original amount upon the death of the Participant.

- Joint & Survivor Pension - monthly pension benefit payable for as long as either the Participant or the Joint Annuitant is alive.

In the case of an Optional Benefit Form that is not payable as a level annuity over a period of at least the Participant's lifetime, the Optional Benefit Form must satisfy the maximum permitted disparity requirement of Treasury Regulation 1.401(l)-3(b)(4)(ii)(C).

If the Participant's entire interest is to be distributed in other than a lump-sum or a life annuity (with or without a period certain), then the amount to be distributed each year must be at least an amount equal to the quotient obtained by dividing the Participant's entire interest by the life expectancy of the Participant or joint and last survivor expectancy of the Participant and the Participant's designated Beneficiary. Life expectancy and joint and last survivor expectancy are computed by the use of the return multiples contained in Section 1.72-9 of the Income Tax Regulations. For purposes of this computation, a Participant's life expectancy will be recalculated no more frequently than annually; however, the life expectancy of a non-spouse Beneficiary may not be recalculated.

If the Participant's spouse is not the designated Beneficiary, the method of distribution selected must comply with the minimum distribution incidental benefit rule set forth in Section 1.401(a)(9)-2 of the Treasury Regulations.

3.08 Commencement of Benefit

Subject to the provisions of this Article, commencement of a benefit will, unless the Participant elects otherwise in writing, begin not later than the 60th day after the later of the close of the Plan Year in which the Participant attains Normal Retirement Age or the close of the Plan Year which contains the date the Participant terminates his service with the Employer.

For purposes of this Section, life expectancy and joint and last survivor expectancy are to be computed by the use of the return multiples contained in Section 1.72-9 of the Income Tax Regulations.

Payment of a Participant's benefits must begin no later than his Required Beginning Date.

If the Participant dies after distribution of his interest has begun, the remaining portion of the interest will continue to be distributed at least as rapidly as under the method of distribution being used before the Participant's death.

All distributions required under this Section will be determined and made in accordance with the regulations issued under Code Section 401(a)(9), including those dealing with minimum distribution requirements.

3.09 Directed Transfer of Eligible Rollover Distributions

(a) General

This Section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

(b) Eligible Rollover Distribution

An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to

employer securities).

(c) Eligible Retirement Plan

An Eligible Retirement Plan is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, or a qualified trust described in section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity.

(d) Distributee

A Distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse.

(e) Direct Rollover

A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(f) Waiver of 30-Day Notice

If a distribution is one to which Code Sections 401(a)(11) and 417 do not apply, such distribution may commence less than 30 days after the notice required under Section 1.411(a)-11(c) of the Income Tax Regulations is given, provided that:

- the Plan Administrator clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option); and

- the Participant, after receiving the notice, affirmatively elects to receive a distribution.

ARTICLE 4

DEATH BENEFIT

4.01 Pre-Retirement Death Benefit

A Participant's Surviving Spouse will be entitled to receive a death benefit if the Participant dies before his Annuity Starting Date.

If the Participant had not otherwise met the age and service requirements outlined in Section 3.02 with respect to an Early Retirement Benefit, the Participant's Surviving Spouse, if any, will be entitled to receive a monthly pension benefit equal to 50% of the monthly pension benefit which would have been payable had the Participant retired on the day before his death and elected a Joint and 50% Contingent Survivor Pension as defined in Section 3.07. Such benefit will commence on the date the Participant would have otherwise first been eligible to receive an Early Retirement Benefit.

If the Participant had otherwise met the age and service requirements outlined in Section 3.02 with respect to an Early Retirement Benefit, the Participant's Surviving Spouse, if any, will be entitled to receive a monthly pension benefit equal to the monthly pension benefit which would have been payable had the Participant retired on the day before his death and elected a Joint and Survivor Pension as defined in Section 3.07.

4.02 Post-Retirement Death Benefit
In the event of the death of a Retired Participant or a Disabled Participant receiving a benefit, a benefit will be paid to the Participant's Beneficiary or Surviving Spouse in accordance with the form of benefit payment elected under the Plan.

4.03 Effect of Death on Benefit Rights
The death of a Participant will result in the forfeiture of all benefits (other than those described in this Article) to which he would have been entitled if he had survived.

ARTICLE 5

TERMINATION OF EMPLOYMENT

5.01 Termination of Employment
If the employment of a Participant terminates for any reason other than death, disability or retirement, the Participant will become entitled to receive a Normal Retirement Benefit commencing on his Normal Retirement Date equal to his Vested Accrued Benefit. If he is entitled to receive a monthly retirement benefit, he will be considered a Vested Terminated Participant.

5.02 Payment of Vested Accrued Benefit
The monthly retirement benefit payable to a Vested Terminated Participant will be subject to the same terms and conditions in respect to time, manner and form of payment as any other Normal Retirement Benefit. A Vested Terminated Participant may elect to begin to receive his Vested Accrued Benefit at any time after he satisfies the requirements for Early Retirement, in which case his benefit will be in the same amount and subject to the same terms and conditions as an Early Retirement Benefit. If the Participant has satisfied the service requirement but not the age requirement for Early Retirement, he will be entitled to receive an Early Retirement Benefit upon later satisfaction of the age requirement.

5.03 Cash-Out Distribution
If the present value of a terminated Participant's Vested Accrued Benefit does not exceed $3,500, the Plan Administrator will direct the immediate distribution to the Participant of the present value of his Vested Accrued Benefit.

If a terminated Participant receives a complete distribution of his Vested Accrued Benefit, a Cash-Out Distribution will be deemed to have occurred as of the date of distribution. If a Participant who is zero percent vested in his Accrued Benefit terminates employment, a Cash-Out Distribution will be deemed to have occurred as of the Participant's date of termination of employment.

5.04 Forfeitures
If a Participant, who is less than 100% vested, terminates employment and either receives a Cash-Out Distribution or incurs five consecutive One Year Breaks-in-Service, he will forfeit the non-vested portion of his Accrued Benefit. If the Participant subsequently returns to an Eligible Employee Classification, he will immediately become completely reinstated with his previously credited Years of Service.

5.05 Reemployment
If a Participant (a) terminates employment, (b) receives a distribution of all or a portion of his Vested Accrued Benefit and (c) is later reemployed, the Participant's Normal Retirement Benefit (and therefore his Accrued Benefit) will be reduced by the Actuarial Equivalent value of the benefit which was previously distributed.

ARTICLE 6

ACCRUED BENEFIT

6.01 Accrued Benefit
A Participant's Accrued Benefit represents the amount of monthly retirement pension benefit which has been earned as of any given date.

Prior to a Participant's Normal Retirement Date, his Accrued Benefit is determined in accordance with Section 1.01 and is payable in the Normal Benefit Form commencing on his Normal Retirement Date. For such purposes, the Participant's Normal Retirement Benefit will be determined based on his Average Monthly Compensation at the time his Accrued Benefit is determined.

A Participant's Accrued Benefit at his Normal Retirement Age will be equal to his Normal Retirement Benefit. If a Participant continues as an Employee after his Normal Retirement Date, his Accrued Benefit will be equal to his Late Retirement Benefit determined in accordance with Section 3.03.

A Participant's Accrued Benefit will not be reduced on account of any increase in the Participant's age or service.

6.02 Minimum Benefit Requirement for Top-Heavy Plan

(a) General
For any Plan Year in which this Plan is determined to be Top-Heavy, a Participant who is a Non-Key Employee (including any Employee who is excluded from the Plan because his Compensation is less than a stated amount) will be entitled to a monthly benefit equal to the greater of the Accrued Benefit provided under Section 1.01 or a monthly benefit in the form of a straight life annuity (with no ancillary benefits) commencing at Normal Retirement Date equal to the product of the Participant's average monthly compensation (which will mean the average rate of Aggregate Compensation during the 5 consecutive years, as defined for purposes of determining Average Monthly Compensation, in which the Participant had the highest Aggregate Compensation) multiplied by the lesser of (1) 2% for each Year of Benefit Service performed while actually participating in the Plan during a Plan Year in which the Plan is determined to be Top-Heavy, or (2) 20%.

A Participant will not be required to be employed on the last day of a Plan Year in order to be entitled to benefit provided by this Section 6.02(a). The Plan may not satisfy the requirements of this Section 6.02(a) through Employer contributions to Social Security.

(b) Non-Application
Notwithstanding the provisions of Section 6.02(a), if a Non-Key Employee who is a participant in this Plan, is also participating in a defined contribution plan maintained by the Employer or a Related Employer in which, for a given Plan Year, the allocation of employer contributions plus allocated forfeitures is not less than 5% of the

Non-Key Employee's Aggregate Compensation, the Participant will not be entitled to the minimum benefit provided for in Section 6.02(a) for the Plan Year.

ARTICLE 7

LIMITATIONS ON BENEFITS

7.01 Limitation on Benefits

(a) In General
The annual benefit otherwise payable to a Participant under this Plan will not at any time exceed the Defined Benefit Limit. The limitation described in this Section will be deemed satisfied as to any Participant if the annual benefit otherwise payable under this Plan to the Participant does not exceed $1,000 multiplied by the Participant's number of Years of Service or parts thereof (not to exceed 10) with the Employer, and the Employer has not at any time maintained a defined contribution plan, as defined in Section 7.02, in which the Participant participated.

If the annual benefit which is payable to a Participant who has separated from service with a nonforfeitable right to an Accrued Benefit is limited by the Defined Benefit Dollar Limit, such annual benefit will be increased on January 1 of each calendar year to the extent that the Defined Benefit Dollar Limit is increased in accordance with Code Section 415(b)(1)(A) as provided for in Section 7.03(f); however, the annual benefit will not be increased above the amount which would be payable without regard to the Defined Benefit Dollar Limit.

If the Employer maintains one or more qualified defined benefit plans in addition to this Plan, the sum of the Annual Benefits payable under each plan will be treated as a single Annual Benefit for the purposes of applying the limitations hereunder. If the sum of the Annual Benefits exceeds, in the aggregate, the Defined Benefit Limit, the Annual Benefit of each plan will be reduced ratably until the sum of the reduced Annual Benefits satisfies the limitations under this paragraph.

(b) Preservation of Pre-TRA '86 Accrued Benefit
Any Participant's Annual Benefit payable under the Plan will be not less than the Participant's Accrued Benefit determined as if he had separated from service as of the close of the last Limitation Year beginning before January 1, 1987, disregarding any change in the terms and conditions of the Plan after May 5, 1986 and any cost of living adjustments occurring after May 5, 1986.

7.02 Where Employer Maintains a Qualified Defined Contribution Plan

(a) In General
If the Employer maintains (or has ever maintained), in addition to this Plan, one or more qualified defined contribution plans, one or more welfare benefit funds (as defined in Code Section 419(e)), or one or more individual medical accounts (as defined in Code Section 415(l)(2)), all of which are referred to in this Article 7 as "qualified defined contribution plans", then the limitation

described in Section 7.01 will be further limited by this Section 7.02. For any Limitation Year, the sum of the Defined Benefit Plan Fraction plus the Defined Contribution Plan Fraction will not exceed 1.0. If, in any Limitation Year, the sum of the Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction for a Participant would exceed 1.0 without adjustment to the amount of the annual benefit that can be paid to the Participant under the Plan, then the amount of annual benefit that would otherwise be paid to the Participant under this Plan will be reduced to the extent necessary to reduce the sum of the Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction for the Participant to 1.0.

(b) Transition Rule under TRA '86
In the case of a plan which met the limitation of Section 415 of the Code for the last Limitation Year beginning before January 1, 1987, the numerator of the Defined Contribution Plan Fraction will be reduced (to not less than zero) as prescribed by the Secretary of the Treasury by subtracting the amount required to decrease the sum of the Defined Contribution Plan Fraction plus the Defined Benefit Plan Fraction to 1.0. Such amount is determined (as of the first day of the first Limitation Year beginning on or after January 1, 1987) as the product of:

(1) The amount by which, without this adjustment, the sum of the Defined Contribution Plan Fraction plus the Defined Benefit Plan Fraction exceeds 1.0; multiplied by

(2) The denominator of the Defined Contribution Plan Fraction, as computed through the last Limitation Year beginning before January 1, 1987, disregarding any changes in the terms and conditions of the plan after May 5, 1986.

This subparagraph applies only if the defined benefit plans individually and in the aggregate satisfied the requirements of Code Section 415 for all Limitation Years beginning before January 1, 1987.

(c) Transitional Rule under TEFRA
In the case of a plan which met the limitation of Section 415 of the Code for the last Limitation Year beginning before January 1, 1983, the numerator of the Defined Contribution Plan Fraction will be reduced by the amount required to decrease the sum of the Defined Contribution Plan Fraction plus the Defined Benefit Plan Fraction to 1.0. Such amount is determined (as of the first day of the first Limitation Year beginning on or after January 1, 1983) as the product of:

(1) The amount by which, without this adjustment, the sum of the Defined Contribution Plan Fraction plus the Defined Benefit Plan Fraction exceeds 1.0; multiplied by

(2) The denominator of the Defined Contribution Plan Fraction, as computed through the last Limitation Year beginning before January 1, 1983.

7.03 Definitions Applicable to Article 7

(a) Aggregate Compensation
Aggregate Compensation means a Participant's earned income, wages, salaries, and fees for professional services, and other amounts received for personal services actually rendered in the course of employment with the employer maintaining the plan (including, but not limited to, commissions paid to salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses), and excluding the following:

- Employer contributions to a plan of deferred compensation which are not included in the employee's gross income for the taxable year in which contributed or employer contributions under a simplified employee pension plan to the extent the contributions are deductible by the employee, or any distributions from a plan of deferred compensation;
- Amounts realized from the exercise of a nonqualified stock option, or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;
- Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and
- Other amounts which received special tax benefits, or contributions made by the employer (whether or not under a salary reduction agreement) toward the purchase of an annuity described in Code Section 403(b) (whether or not the amounts are actually excludable from the gross income of the employee).

Aggregate Compensation excludes any amounts contributed by the Employer or any Related Employer on behalf of any Employee pursuant to a salary reduction agreement which are not includible in the gross income of the Employee due to Code Section 125, 402(a)(8), 402(h) or 403(b).

Aggregate Compensation in excess of $200,000 (as adjusted in accordance with Code Section 401(a)(17)) is disregarded.

Aggregate Compensation for any Limitation Year is the Aggregate Compensation actually paid or includible in gross income in such year.

(b) Allocation Date, Valuation Date
These terms are used interchangeably and mean the date with respect to which all or a portion of employer contributions, employee contributions or forfeitures or both are allocated to participant accounts under a defined contribution plan.

(c) Annual Additions
For Plan Years beginning after December 31, 1986, Annual Additions are the sum of the following amounts allocated to any defined contribution plan maintained by the Employer (including voluntary contributions to any defined benefit plan maintained by the Employer) on behalf of a Participant for a Limitation Year:

- All Employee and Employer contributions;
- All reallocated forfeitures;
- Amounts allocated after March 31, 1984, to an individual medical account, as defined in Code Section 415(l)(2) which is part of a pension or annuity plan maintained by the Employer, and amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after that date, which are attributable to post-retirement medical benefits required by Code Section 401(h)(6) to be allocated to the separate account of a Key Employee under a welfare benefit plan (as defined in Code Section 419(e)) maintained by the Employer.

Contributions or forfeitures will be treated as Annual Additions regardless of whether they constitute Excess Deferrals, Excess Contributions or Excess Aggregate Contributions within the meaning of the regulations under Code Section 401(k) or 401(m) and regardless of whether they are corrected through distribution or recharacterization. The Annual Addition for any Limitation Year beginning before January 1, 1987, will not be recomputed to treat all Employee contributions as Annual Additions.

(d) Annual Benefit
Annual Benefit means a benefit payable annually in the form of a straight life annuity (with no ancillary benefits) under a plan to which employees do not contribute and under which no rollover contributions are made.

(e) Defined Benefit Compensation Limit
The Defined Benefit Compensation Limit is equal to 100% of the Participant's average Aggregate Compensation for the three consecutive calendar years (or other twelve consecutive month periods adopted by the Employer pursuant to a Written Resolution and applied on a uniform and consistent basis) of service during which the Participant had the greatest Aggregate Compensation.

Where the annual benefit is payable to a Participant in a form other than a straight life annuity or a Qualified Joint and Survivor Annuity, the Defined Benefit Compensation Limit will be the Actuarial Equivalent of a straight life annuity beginning at the same age. No adjustment is required for the following: pre-retirement disability benefits, pre-retirement death benefits and post-retirement medical benefits. For purposes of this paragraph, the interest rate used in adjusting the Defined Benefit Compensation Limit will be the greater of (1) 5%, or (2) the post-retirement interest rate specified in the plan for Actuarial

Equivalent purposes.

Where the annual benefit is payable to a Participant who has fewer than 10 years of service with the Employer or any Related or Predecessor Employer, the Defined Benefit Compensation Limit will be multiplied by a fraction, the numerator of which is the Participant's number of years of service with the Employer or Related or Predecessor Employer, and the denominator of which is 10.

With regard to a Participant who has separated from service with a nonforfeitable right to an Accrued Benefit, the Defined Benefit Compensation Limit will be adjusted effective January 1 of each Calendar year. For any Limitation Year beginning after the separation occurs, the Defined Benefit Compensation Limit will be equal to the Defined Benefit Compensation Limit which was applicable to the Participant in the Limitation Year in which he separated from service multiplied by a fraction, the numerator of which is the Defined Benefit Dollar Limit for the Limitation Year in which the Defined Benefit Compensation Limit is being adjusted and the denominator of which is the Defined Benefit Dollar Limit for the Limitation Year in which the Participant separated from service.

(f) Defined Benefit Dollar Limit
The Defined Benefit Dollar Limit is equal to $90,000 for calendar years 1984 through 1987. As of January 1, 1988 and as of January 1 of each subsequent calendar year, the dollar limitation (described in Code Section 415(b)(1)(A)) as determined by the Secretary of the Treasury for that calendar year will become effective as the Defined Benefit Dollar Limit for the calendar year. For calendar years between 1976 and 1983, the Defined Benefit Dollar Limit is $75,000 as adjusted by the Secretary of the Treasury under Code Section 415(d) for that calendar year. The Defined Benefit Dollar Limit for a calendar year applies to Limitation Years ending with or within that calendar year.

Where the annual benefit is payable to a Participant in a form other than a straight life annuity or a Qualified Joint and Survivor Annuity, the Defined Benefit Dollar Limit will be the Actuarial Equivalent of a straight life annuity beginning at the same age. No adjustment is required for the following: pre-retirement disability benefits, pre-retirement death benefits, and post-retirement medical benefits. For purposes of this paragraph, the interest rate used for adjusting the Defined Benefit Dollar Limit will be the greater of (1) 5%, or (2) the post-retirement interest rate specified for Actuarial Equivalent purposes.

Where the annual benefit is payable to a Participant who has fewer than 10 years of participation in the Plan, the Defined Benefit Dollar Limit will be multiplied by a fraction, the numerator of which is the Participant's number of years (or part thereof) of participation in the Plan, and the denominator of which is 10. To the extent provided by the Secretary of the Treasury, this paragraph will be applied to each change in the benefit structure of the

Plan.

For a benefit commencing before a Participant's Social Security Retirement Age but at or after age 62, the Defined Benefit Dollar Limit will be adjusted in a manner which is consistent with the reduction for old-age insurance benefits commencing before Social Security Retirement Age under the Social Security Act. The reduction will be 5/9 of 1% for each of the first 36 months and 5/12 of 1% for each additional month (up to 24 months) by which benefits commence before the month of the Participant's Social Security Retirement Age. The Defined Benefit Dollar Limit for a benefit commencing before age 62 will be adjusted to the Actuarial Equivalent of the Defined Benefit Dollar Limit for a benefit commencing at age 62 based on an interest rate equal to the greater of (1) 5%, or (2) the interest rate specified in the plan for determining actuarial equivalence for early retirement.

For a benefit commencing after a Participant's Social Security Retirement Age, the Defined Benefit Dollar Limit will be adjusted to the actuarial equivalent of the Defined Benefit Dollar Limit for a benefit commencing at the Participant's Social Security Retirement Age. For purposes of this paragraph, the interest rate used for adjusting the Defined Benefit Dollar Limit will be the lesser of (1) 5%, or (2) the interest rate specified in the plan for determining actuarial equivalence for early retirement.

(g) Defined Benefit Limit
The Defined Benefit Limit is the lesser of the Defined Benefit Dollar Limit or the Defined Benefit Compensation Limit.

(h) Defined Benefit Plan Fraction Denominator
The Defined Benefit Plan Fraction Denominator with respect to any Participant is the lesser of (1) the product of the Defined Benefit Dollar Limit multiplied by 1.25, or (2) the product of the Defined Benefit Compensation Limit multiplied by 1.4. However, for purposes of determining the Defined Benefit Plan Fraction Denominator, "years of service with the Employer or any Related or Predecessor Employer" will be substituted for "years of participation in the Plan" wherever it appears in Section 7.03(f).

(i) Defined Benefit Plan Fraction
The Defined Benefit Plan Fraction is a fraction determined as of the close of a Limitation Year, the numerator of which is the Projected Annual Benefit payable to a Participant under this Plan and the denominator of which is the Defined Benefit Fraction Denominator. If a Participant has participated in more than one defined benefit plan maintained by the Employer, the numerator of the Defined Benefit Plan Fraction is the sum of the projected annual benefits payable to the Participant under all of the defined benefit plans, whether or not terminated.

(j) Defined Contribution Limit
The Defined Contribution Limit for a given Limitation Year is equal to the lesser of (1) the Defined Contribution Compensation Limit,

which is 25% of Aggregate Compensation applicable to the Limitation Year, or (2) the Defined Contribution Dollar Limit, which, for calendar years after 1983 is the greater of $30,000 or one-fourth of the Defined Benefit Dollar Limit for the Limitation Year, and for calendar years between 1976 and 1983 is one-third of the Defined Benefit Dollar Limit. If a short Limitation Year is created because

of an amendment changing the Limitation Year to a different 12 consecutive month period, the Defined Contribution Dollar Limit is multiplied by a fraction, the numerator of which is equal to the number of months in the short Limitation Year and the denominator of which is 12.

(k) Defined Contribution Plan Fraction
The Defined Contribution Plan Fraction is a fraction determined as of the close of a Limitation Year, the numerator of which is the sum of the Annual Additions to the Participant's Accounts under all defined contribution plans of the Employer for the current and all prior Limitation Years and the denominator of which is the sum of the Annual Additions which would have been made for the Participant for the current and all prior Limitation Years (for all prior years of service with the Employer or any predecessor Employer) if in each Limitation year the Annual Additions equaled the lesser of (1) the product of the Defined Contribution Compensation Limit for the Limitation Year multiplied by 1.4, or (2) the product of the Defined Contribution Dollar Limit for the Limitation Year multiplied by 1.25. The aggregate amount in the numerator of this fraction due to years beginning before January 1, 1976 may not exceed the aggregate amount in the denominator of this fraction for all such years.

For purposes of this Section 7.03(k), the Annual Addition for any Limitation Year beginning before January 1, 1987 will not be recomputed to treat all Employee contributions as Annual Additions.

(l) Employer
The Employer is the Employer that adopts this Plan together with all Related Employers. For this purpose, the definition of Related Employer in Section 1.33 of this Plan is modified by Code Section 415(h).

(m) Limitation Year
The Limitation Year will be the 12 consecutive month period which is specified in Article 1 of this Plan and which is adopted for all qualified plans maintained by the Employer pursuant to a Written Resolution adopted by the Employer. In the event of a change in the Limitation Year, the additional limitations of Treasury Regulation Section 1.415-2(b)(4)(iii) will also apply.

(n) Projected Annual Benefit
For purposes of this Section, a Participant's Projected Annual Benefit is equal to the annual benefit to which a Participant in a defined benefit Plan would be entitled under the terms of the plan based on the following assumptions:

- o The Participant will continue employment until reaching normal

retirement age as determined under the terms of the plan (or current age, if that is later);

- o The Participant's compensation for the Limitation Year under consideration will remain the same for all future years;

- o All other relevant factors used to determine benefits under the plan for the Limitation Year under consideration will remain constant for all future Limitation Years; and

- o The benefits resulting from any Participant Contributions or Rollover Contributions are disregarded.

(o) Social Security Retirement Age
Social Security Retirement Age means age 65 for a Participant born before January 1, 1938; age 66 for a Participant born after December 31, 1937, but before January 1, 1955; and age 67 for a Participant born after December 31, 1954.

7.04 Effect of Top-Heavy Status
Notwithstanding the provisions of Section 7.03, "1.0" will be substituted for "1.25" wherever it appears in Sections 7.03(b) and 7.03(k) for any Limitation Year in which the Plan is found to be Top-Heavy for the Plan Year which coincides with or ends within the Limitation Year.

ARTICLE 8

MISCELLANEOUS

8.01 Employment Rights of Parties Not Restricted
The adoption and maintenance of this Plan will not be deemed a contract between the Employer and any Employee. Nothing in this Plan will give any Employee or Participant the right to be retained in the employ of the Employer or to interfere with the right of the Employer to discharge any Employee or Participant at any time, nor will it give the Employer the right to require any Employee or Participant to remain in its employ, or to interfere with any Employee's or Participant's right to terminate his employment at any time.

8.02 Alienation

(a) General
No person entitled to any benefit under this Plan will have any right to sell, assign, transfer, hypothecate, encumber, commute, pledge, anticipate or otherwise dispose of his interest in the benefit, and any attempt to do so will be void. No benefit under this Plan will be subject to any legal process, levy, execution, attachment or garnishment for the payment of any claim against such person.

(b) Exceptions
Section 8.02(a) will not apply to a qualified domestic relations order (QDRO) as defined in Code Section 414(p), and those other domestic relations orders permitted to be so treated by the Plan Administrator under the provisions of the Retirement Equity Act of 1984. The Plan Administrator will establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders. Further, to the extent provided under a QDRO, a former spouse of a Participant will be treated as the spouse or Surviving Spouse for all purposes under the Plan. Where, however, because of a QDRO, more than one individual is to be treated as a Surviving Spouse, the total amount to be paid in the form of a Qualified Survivor Annuity or the survivor portion of a Qualified Joint and Survivor Annuity may not exceed the amount that would be paid if there were only one Surviving Spouse. All rights and benefits, including elections, provided to a Participant under this Plan will be subject to the rights afforded to any alternate payee as such term is defined in Code Section 414(p).

8.03 Qualification of Plan
The Employer will have the sole responsibility for obtaining and retaining qualification of the Plan under the Code with respect to the Employer's individual circumstances.

8.04 Construction
To the extent not preempted by ERISA, this Plan will be construed according to the laws of the state in which the Employer's principal place of business is located. Words used in the singular will include

the plural, the masculine gender will include the feminine, and vice versa, whenever appropriate.

8.05 Named Fiduciaries

(a) Allocation of Functions
The authority to control and manage the operation and administration of the Plan and Trust created by this instrument will be allocated between the Plan Sponsor, the Trustee, and the Plan Administrator, all of whom are designated as Named Fiduciaries with respect to the Plan and Trust as provided for by Section 402(a)(2) of ERISA. The Plan Sponsor reserves the right to allocate the various responsibilities for the present execution of the functions of the Plan, other than the Trustees' responsibilities, among its Named Fiduciaries. Any person or group of persons may serve in more than one fiduciary capacity with regard to the Plan.

(b) Responsibilities of the Plan Sponsor
The Plan Sponsor, in its capacity as a Named Fiduciary, will have only the following authority and responsibility:

- o To appoint or remove the Plan Administrator and furnish the Trustee with certified copies of any resolutions of the Plan Sponsor with regard thereto;

- To appoint and remove the Trustee;

- To appoint a successor Trustee or additional Trustees;

- To communicate information to the Plan Administrator and the Trustee as needed for the proper performance of the duties of each;

- To appoint an investment manager (or to refrain from such appointment), to monitor the performance of the investment manager so appointed, and to terminate such appointment (more than one investment manager may be appointed and in office at any time); and

- To establish and communicate to the Trustee a funding policy for the Plan.

(c) Limitation on Obligations of Named Fiduciaries
No Named Fiduciary will have authority or responsibility to deal with matters other than as delegated to it under this Plan or by operation of law. A Named Fiduciary will not in any event be liable for breach of fiduciary responsibility or obligation by another fiduciary (including Named Fiduciaries) if the responsibility or authority of the act or omission deemed to be a breach was not within the scope of the Named Fiduciary's authority or delegated responsibility.

(d) Standard of Care and Skill
The duties of each fiduciary will be performed with the care, skill,

prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like objectives.

8.06 Status of Insurer
The term Insurer refers to any legal reserve life insurance company licensed to do business in the state within which the Employer maintains its principal office. The Insurer will file such returns, keep such records, make such reports and supply such information as required by applicable law or regulation.

8.07 Adoption and Withdrawal by Other Organizations

(a) Procedure for Adoption
Subject to the provisions of this Section 8.07, any organization now in existence or hereafter formed or acquired, which is not already a Participating Employer under this Plan and which is otherwise legally eligible may, in the future, with the consent and approval of the Plan Sponsor, by formal Written Resolution (referred to in this Section as an Adoption Resolution), adopt the Plan and Trust hereby created for all or any classification of persons in its employment and thereby, from and after the specified effective date, become a Participating Employer under this Plan. Such consent will be effected by and evidenced by a formal Written Resolution of the Plan Sponsor. The Adoption Resolution may contain such specific changes and variations in Plan terms and provisions applicable to the adopting Participating Employer and its Employees as may be acceptable to the Plan Sponsor and the Trustee. However, the sole, exclusive right of any other amendment of whatever kind or extent to the Plan is reserved to the Plan Sponsor. The Adoption Resolution will become, as to the adopting organization and its Employees, a part of this Plan as then amended or thereafter amended. It will not be necessary for the adopting organization to sign or execute the original or then amended Plan and Trust Agreement or any future amendment to the Plan and Trust Agreement. The effective date of the Plan for any adopting organization will be that stated in the Adoption Resolution and from and after such effective date the adopting organization will assume all the rights, obligations and liabilities as a Participating Employer under this Plan. The administrative powers of and control by the Plan Sponsor as provided in the Plan, including the sole right of amendment or termination of the Plan, of appointment and removal of the Plan Administrator and the Trustee, and of appointment and removal of an investment manager will not be diminished by reason of the participation of the adopting organization in the Plan.

(b) Withdrawal
Any Participating Employer may withdraw from the Plan at any time, without affecting the Plan Sponsor or other Participating Employers not withdrawing, by complying with the provisions of the Plan. A withdrawing Participating Employer may arrange for the continuation by itself or its successor of this Plan in separate forms for its own employees, with such amendments, if any, as it may deem proper,

and may arrange for continuation of the Plan by merger with an existing plan and transfer of plan assets. The Plan Sponsor may, it its absolute discretion, terminate a Participating Employer's participation at any time when in its judgment the Participating Employer fails or refuses to discharge its obligations under the Plan.

(c) Adoption Contingent Upon Initial and Continued Qualifications
The adoption of this Plan by an organization as provided is hereby made contingent and subject to the condition precedent that said adopting organization meets all the statutory requirements for qualified plans, including, but not limited to, Sections 401(a) and 501(a) of the Internal Revenue Code for its Employees. If the Plan or the Trust, in its operation, becomes disqualified, for any reason, as to the adopting organization and its Employees, the portion of the Plan assets allocable to them will be segregated as soon as is administratively feasible, pending either the prompt (1) requalification of the Plan as to the organization and its employees to the satisfaction of the Internal Revenue Service so as not to affect the continued qualified status thereof as to other Employers, (2) withdrawal of the organization from this Plan and a continuation by itself or its successor of its plan separately from this Plan, or by merger with another existing plan, with a transfer of its said segregated portion of Plan assets, or (3) termination of the Plan as to itself and its Employees.

8.08 Employer Contributions
The Employer (and any Participating Employers) will make contributions to the Plan at its discretion, except that contributions will not be less than the minimum contribution required by any applicable sections of the Code, including Section 412, and with any other applicable federal statute.

Employer contributions made to the Plan are made and will be held for the sole purpose of providing benefits to Participants and their Beneficiaries. In no event will any contribution made by the Employer to the Plan or income therefrom revert to the Employer or otherwise be used or diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries (including costs of maintaining and administering the Plan). Notwithstanding the foregoing, Employer contributions may be refunded to the Employer on written demand within one year of the event giving rise to the right to refund and upon presentation to the Trustee of evidence of the right to and amount of the refund, but only to the extent that the refunds do not, in themselves, deprive the Plan of its qualified status, under the following circumstances and subject to the following limitations:

(a) Any contribution which is made in whole or in part by reason of a mistake of fact (for example, incorrect information as to the eligibility or compensation of a Participant, or a mathematical or actuarial error), will be returned to the Employer.

(b) Notwithstanding any other provision of the Plan, if the Internal Revenue Service determines initially that the Plan, as adopted by

the Employer, does not qualify under applicable sections of the Code and applicable Treasury Department Regulations, and the Employer declines either to amend this Plan so that it meets the objections of the Internal Revenue Service or to contest the determination of the Internal Revenue Service in court, the value of all assets will be distributed by the Trustee to the Employer. Thereafter, the Employer's participation in this Plan will be considered rescinded and of no force or effect.

(c) Any contribution made by the Employer will be conditioned on the deductibility of such contribution and may be refunded to the Employer, to the extent the contribution is determined not to be deductible, within one year after such determination is made.

(d) In the event of termination of the Plan, funds may revert to the Employer as provided in Section 10.02.

ARTICLE 9

ADMINISTRATION

9.01 Plan Administrator
The Plan Administrator will have the responsibility for the general supervision and administration of the Plan and will be a fiduciary of the Plan. The Employer may, by Written Resolution, appoint one or more individuals to serve as Plan Administrator. If the Employer does not appoint an individual or individuals as Plan Administrator, the Employer will function as Plan Administrator. The Employer may at any time, with or without cause, remove an individual as Plan Administrator or substitute another individual therefor.

9.02 Powers and Duties of the Plan Administrator
The Plan Administrator will be charged with and will have delegated to it the power, duty, authority and discretion to interpret and construe the provisions of this Plan, to determine its meaning and intent and to make application thereof to the facts of any individual case; to determine in its discretion the rights and benefits of Participants or the eligibility of Employees; to give necessary instructions and directions to the Trustee and the Insurer as herein provided or as may be requested by the Trustee and the Insurer from time to time; to resolve all questions of fact relating to any of the foregoing; and to generally direct the administration of the Plan according to its terms. All decisions of the Plan Administrator in matters properly coming before it according to the terms of this Plan, and all actions taken by the Plan Administrator in the proper exercise of its administrative powers, duties and responsibilities, will be final and binding upon all Employees, Participants and Beneficiaries and upon any person having or claiming any rights or interest in this Plan. The Employer and the Plan Administrator will make and receive any reports and information, and retain any records necessary or appropriate to the administration of this Plan or to the performance of duties hereunder or to satisfy any requirements imposed by law. In the performance of its duties, the Plan Administrator will be entitled to rely on information duly furnished by any Employee, Participant or Beneficiary or by the Employer or Trustee.

9.03 Actions of the Plan Administrator
The Plan Administrator may adopt such rules as it deems necessary, desirable or appropriate with respect to the conduct of its affairs and the administration of the Plan. Whenever any action to be taken in accordance with the terms of the Plan requires the consent or approval of the Plan Administrator, or whenever an interpretation is to be made of the terms of the Plan, the Plan Administrator will act in a uniform and non-discriminatory manner, treating all Employees and Participants in similar circumstances in a like manner. If the Plan Administrator is a group of individuals, all of its decisions will be made by a majority vote. The Plan Administrator will have the authority to employ one or more persons to render advice or services with regard to the responsibilities of the Plan Administrator, including but not limited to attorneys, actuaries, and accountants. Any persons employed to render advice or services will have no fiduciary responsibility for any ministerial functions performed with respect to this Plan.

9.04 Reliance on Plan Administrator and Employer
Until the Employer gives notice to the contrary, the Trustee and any persons employed to render advice or services will be entitled to rely on the designation of Plan Administrator that has been furnished to them. In addition, the Trustee and any persons employed to render advice or services will be fully protected in acting upon the written directions and instructions of the Plan Administrator made in accordance with the terms of this Plan. If the Plan Administrator is a group of individuals, unless otherwise specified, any one of such individuals will be authorized to sign documents on behalf of the Plan Administrator and such authorized signatures will be recognized by all person dealing with the Plan Administrator. The Trustee and any persons employed to render advice or services may take cognizance of any rules established by the Plan Administrator and rely upon them until notified to the contrary. The Trustee and any persons employed to render advice or services will be fully protected in taking any action upon any paper or document believed to be genuine and to have been properly signed and presented by the Plan Administrator, Employer or any agent of the Plan Administrator acting on behalf of the Plan Administrator.

9.05 Reports to Participants
The Plan Administrator will report in writing to a Participant his Accrued Benefit under the Plan and the Vested Percentage of such benefit when the Participant terminates his employment or requests such a report in writing from the Plan Administrator. To the extent required by law or regulation, the Plan Administrator will annually furnish to each Participant, and to each Beneficiary receiving benefits, a report which fairly summarizes the Plan's most recent report.

9.06 Bond
The Plan Administrator and other fiduciaries of the Plan will be bonded to the extent required by ERISA or other applicable law. No additional bond or other security for the faithful performance of any duties under this Plan will be required.

9.07 Compensation of Plan Administrator
The Compensation of the Plan Administrator will be left to the discretion of the Plan Sponsor; no person who is receiving full pay from the Employer will receive compensation for services as Plan Administrator. All reasonable and necessary expenses incurred by the Plan Administrator in supervising and administering the Plan will be paid from the Plan assets by the Trustee at the direction of the Plan Administrator to the extent not paid by the Plan Sponsor.

9.08 Claims Procedure
The Plan Administrator will make all determinations as to the rights of any Employee, Participant, Beneficiary or other person under the terms of this Plan. Any Employee, Participant or Beneficiary, or person claiming under them, may make claim for benefit under this Plan by filing written notice with the Plan Administrator setting forth the substance of the claim. If a claim is wholly or partially denied, the claimant will have the opportunity to appeal the denial upon filing with the Plan Administrator a written request for review within 60 days after

receipt of notice of denial. In making an appeal the claimant may examine pertinent Plan documents and may submit issues and comments in writing. Denial of a claim or a decision on review will be made in writing by the Plan Administrator delivered to the claimant within 60 days after receipt of the claim or request for review, unless special circumstances require an extension of time for processing the claim or reviev, in which event the Plan Administrator's decision must be made as soon as possible thereafter but not beyond an additional 60 days. If no action on an initial claim is taken within 120 days, the claims will be deemed denied for purposes of permitting the claimant to proceed to the review stage. The denial of a claim or the decision on review will specify the reasons for the denial or decision and will make reference to the pertinent Plan provisions upon which the denial or decision is based. The denial of a claim will also include a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of the claim review procedure herein described. The Plan Administrator will serve as an agent for service of legal process with respect to the Plan unless the Employer, through written resolution, appoints another agent.

If a Participant or Beneficiary is entitled to a distribution from the Plan, the Participant or Beneficiary will be responsible for providing the Plan Administrator with his current address. If the Plan Administrator notifies the Participant or Beneficiary by registered mail (return receipt requested) at his last known address that he is entitled to a distribution and also notifies him of the provisions of this paragraph, and the Participant or Beneficiary fails to claim his benefits under the Plan or provide his current address to the Plan Administrator within one year after such notification, the distributable amount will be forfeited and used to reduce the cost of the Plan. If the Participant or Beneficiary is subsequently located, such benefit will be restored. If this Plan is terminated in accordance with Section 10.01, then any unrestored benefits which were previously forfeited in accordance with this paragraph will be restored prior to the application of Section 10.02.

9.09 Liability of Fiduciaries
Except for a breach of fiduciary responsibility due to gross negligence or willful misconduct, the Plan Administrator will not incur any individual liability for any decision, act, or failure to act hereunder. The Plan Administrator may engage agents to assist it and may engage legal counsel who may be counsel for the Employer. The Plan Administrator will not be responsible for any action taken or omitted to be taken on the advice of counsel.

If there is more than one person serving as a fiduciary in any capacity (for example, co-Trustees), each will use reasonable care to prevent the other or others from committing a breach of this Plan. Nothing contained in this Section will preclude any agreement allocating specific responsibilities or obligations among the co-fiduciaries provided that the agreement does not violate any of the terms and provisions of this Plan. In those instances where any duties have been allocated between co-fiduciaries, a fiduciary will not be liable for any loss resulting to the Plan arising from any act or omission on the part

of another co-fiduciary to whom responsibilities or obligations have been allocated except under the following circumstances:

- If he participates knowingly in, or knowingly undertakes to conceal, an act or omission of a co-fiduciary knowing the act or omission is a breach; or

- If by his failure to comply with his specific responsibilities which give rise to his status as a fiduciary, he has enabled the other fiduciary to commit a breach; or

- If he has knowledge of a breach by a co-fiduciary, unless he makes reasonable efforts under the circumstances to remedy the breach.

9.10 Expenses of Administration

The Employer does not and will not guarantee the Plan assets against loss. The Employer may in its sole discretion, but will not be obligated to, pay the ordinary expenses of establishing the Plan, including the fees of consultants, accountants and attorneys in connection therewith. The Employer may, in its sole discretion (but will not be obligated to), pay other costs and expenses of administering the Plan, the taxes imposed upon the Plan, if any, and the fees, charges or commissions with respect to the purchase and sale of Plan assets. Unless paid by the Employer, such costs and expenses, taxes (if any), and fees, charges and commissions will be a charge upon Plan assets and deducted by the Trustee.

9.11 Distribution Authority

If any person entitled to receive payment under this Plan is a minor, declared incompetent or is under other legal disability, the Plan Administrator may, in its sole discretion, direct the Trustee to:

- Distribute directly to the person entitled to the payment;

- Distribute to the legal guardian or, if none, to a parent of the person entitled to payment or to a responsible adult with whom the person entitled to payment maintains his residence;

- Distribute to a custodian for the person entitled to payment under the Uniform Gifts to Minors Act if permitted by the laws of the state in which the person entitled to payment resides; or

- Withhold distribution of the amount payable until a court of competent jurisdiction determines the rights of the parties thereto or appoints a guardian of the estate of the person entitled to payment.

If there is any dispute, controversy or disagreement between any Beneficiary or person and any other person as to who is entitled to receive the benefits payable under this Plan, or if the Plan Administrator is uncertain as to who is entitled to receive benefits, or if the Plan Administrator is unable to locate the person who is entitled to benefits, the Plan Administrator may with acquittance interplead the funds into a court of competent jurisdiction in the judicial district in

which the Employer maintains its principal place of business and, upon depositing the funds with the clerk of the court, be released from any further responsibility for the payment of the benefits. If it is necessary for the Plan Administrator to retain legal counsel or incur any expense in determining who is entitled to receive the benefits, whether or not it is necessary to institute court action, the Plan Administrator will be entitled to reimbursement from the benefits for the amount of its reasonable costs, expenses and attorneys' fees incurred.

9.12 Funding Policy

The Employer will establish a funding policy upon which contributions will be based bearing in mind both the short-run and long-run needs and goals of the Plan. The Plan Administrator will periodically review the funding policy for its appropriateness under the circumstances then prevailing and recommend to the Employer any changes in the funding policy which the Plan Administrator considers appropriate. As an aid to the Plan Administrator in reviewing the funding policy, the Actuary appointed by the Plan Administrator will make periodic actuarial valuations of the assets and liabilities of the Plan and will advise the Plan Administrator of the results of the valuations.

ARTICLE 10

AMENDMENT OR TERMINATION OF PLAN

10.01 Right of Plan Sponsor to Amend or Terminate

The Plan Sponsor reserves the right to alter, amend, revoke or terminate this Plan. No amendment will deprive any Participant or Beneficiary of any vested right nor will it reduce the present value (determined upon an Actuarial Equivalent basis) of any Accrued Benefit to which he is then entitled with respect to Employer contributions previously made, except as may be required to maintain the Plan as a qualified plan under the Code. No amendment will change the duties or responsibilities of the Trustee without its express written consent thereto.

A plan amendment which has the effect of (a) eliminating or reducing an early retirement benefit or a retirement-type subsidy, or (b) eliminating an optional benefit form, will, with respect to benefits attributable to service before the amendment be treated as reducing Accrued Benefits. In the case of a retirement-type subsidy, the preceding sentence will apply only with respect to a Participant who satisfies (either before or after the amendment) the preamendment conditions for the subsidy. In general, a retirement-type subsidy is a subsidy that continues after retirement but does not include a disability retirement benefit, a medical benefit, a social security supplement, a pre-retirement death benefit, or a plant shutdown benefit (that does not continue after retirement).

A minimum Accrued Benefit value will apply if this Plan is or becomes a successor to a profit sharing plan, a defined contribution pension plan, a target benefit plan, or a defined benefit pension plan which was fully insured, or any plan under which the accrued benefit of a Participant was determined as a lump sum or account balance. The Actuarial Equivalent value of a Participant's Accrued Benefit will not be less than the Actuarial Equivalent value of his Accrued Benefit on the Effective Date of the Plan.

10.02 Allocation of Assets Upon Termination of Plan

If this Plan is revoked or terminated (in whole or in part) the rights of each Participant with respect to benefits accrued to the date of revocation, termination or partial termination will become nonforfeitable (to the extend funded). The Employer will comply with any legal requirements to notify the Internal Revenue Service (IRS) and, if this Plan is covered by Plan Termination Insurance under Federal law, the Pension Benefit Guaranty Corporation (PBGC). The Employer will then arrange for allocation of all assets among Participants in accordance with an actuarial valuation meeting the requirements of all applicable law and the regulations and requirements of the IRS and the PBGC. Allocation of assets among Participants will be in the following order of priority:

(a) first, to any Deductible Voluntary Account, Nondeductible Voluntary Account or Rollover Account;

(b) second, to that portion, if any, of each Participant's accrued benefit which is derived from the Participant's mandatory contributions.

(c) third, to retirement benefits which were in pay status or were available to a Participant 3 years before the date of termination of the Plan based on Plan provisions in effect 5 years before the date of termination;

(d) fourth, to all other benefits guaranteed by the PBGC (determined without regard to Section 4022(b)(5) of ERISA and as if Section 4022(b)(6) of ERISA did not apply);

(e) fifth, to all other vested benefits; and

(f) sixth, to all other benefits.

If Plan assets are not sufficient to provide the total amount required in any classification, the allocation will be proportionately reduced for all Participants for benefits in such classification. Any part of a vested benefit not guaranteed by PBGC will take precedence after all benefits which are guaranteed. The allocation procedure and methods used will be subject to requirements of law and to any modification required by either the PBGC or the IRS.

After all required allocations have been made so that all liabilities of the Plan to Participants and other persons have been satisfied and all expenses of terminating the Plan and distributing the Plan Assets have been paid, any residual assets which remain will be returned to the Employer if the distribution does not contravene any provision of law. The rights of the Participants or, in the case of a partial termination, the rights of the Participants affected by the partial termination will be nonforfeitable as to benefits accrued to the date of termination, to the extent funded. All allocated amounts will be retained in the Plan to the credit of the individual Participants until distribution as directed by the Employer. Distribution to Participants may be in the form of Policies, cash, other Plan assets, nontransferable annuity contracts, or partly in each.

In the event of the termination of the Plan, the benefit of any Highly Compensated Employee (and any Highly Compensated Former Employee) will be limited to a benefit which is nondiscriminatory in accordance with the provisions of Code Section 401(a)(4).

10.03 Exclusive Benefit
At no time will any part of the principal or income of the Plan assets be used or diverted for purposes other than the exclusive benefit of Participants in the Plan and their Beneficiaries, nor may any portion of the Plan assets revert to the Employer except as provided in Section 8.08.

10.04 Failure to Qualify
Notwithstanding any of the foregoing provisions, if this Plan, upon adoption by the Employer, is submitted to the Internal Revenue Service

which then determines that the Plan as initially adopted by the Employer is not a qualified plan under the Code, the Employer may elect to terminate this Plan by giving written notice thereof. Such termination will have the same effect as if the Plan were never adopted, all policies and contracts will be canceled, and all contributions, to the extent recoverable from the Trustee, will be returned to their source. If any amendment to this Plan is submitted to the Internal Revenue Service within the period allowed under Code Section 401(b) which then determines that the Plan as amended is not a qualified plan under the Code, the Employer may cancel or modify any or all provisions of the amendment retroactive to the effective date of the amendment in order to maintain the qualified status of the Plan, whereupon written notice thereof will be furnished to all affected Employees, Participants and Beneficiaries.

10.05 Mergers, Consolidations or Transfers of Plan Assets
In the event this Plan is merged or consolidated with another plan which is qualified under Code Sections 401(a) (and 501(a) if applicable), or in the event of a transfer of the assets or liabilities of this Plan to another plan which is qualified under Code Sections 401(a) (and 501(a) if applicable), the benefit which each Participant would be entitled to receive under the successor plan or other plan if it were terminated immediately after the merger, consolidation or transfer will be equal to or greater than the benefit which the Participant would have received immediately before the merger, consolidation or transfer if this Plan had then terminated.

Any transfer of assets and/or liabilities to (or from) this Plan from (or to) another plan qualified under Code Sections 401(a) (and 501(a) if applicable) will be evidenced by a Written Resolution by the Plan Sponsor of each affected plan which specifically authorizes such transfer of assets and/or liabilities.

10.06 Effect of Plan Amendment on Vesting Schedule
No amendment to the Vesting Schedule will deprive a Participant of his nonforfeitable right to his Vested Accrued Benefit as of the date of the amendment. Further, if the Vesting Schedule of the Plan is amended, or if the Plan is amended in any way that directly or indirectly affects the computation of a Participant's non-forfeitable percentage, each Participant with at least 3 Years of Vesting Service as of the last day of the election period described below may elect, within a reasonable period after the adoption of the amendment, to have his Vested Percentage computed under the Plan without regard to such amendment. The period during which such election may be made will commence with the date the amendment is adopted and will end 60 days after the latest of:

(a) the date the amendment is adopted;

(b) the date the amendment becomes effective; or

(c) the date the Participant is issued written notice of the amendment by the Employer.

10.07 Early Termination of Plan
The provisions of this Section will apply only with respect to Participants who are Highly Compensated Employees and Highly Compensated Former Employees (herein called Restricted Participants). In any one year, the total number of Restricted Participants is limited to a total of the 25 Highly Compensated Employees and Highly Compensated Former Employees with the greatest Compensation in the current or any prior Plan Year.

The annual benefit to which a Restricted Participant will be entitled is limited to:

- a straight life annuity which is the actuarial equivalent of the Participant's Accrued Benefit and other benefits to which the Participant is entitled under the provisions of the Plan (other than a social security supplement); plus
- the amount of payments the Participant is entitled to receive under a social security supplement.

Notwithstanding the foregoing, the restrictions of this Section do not apply if any one of the following requirements is satisfied:

- After the payment to a Restricted Participant of all benefits payable under the Plan, the market value of Plan assets is not less than 110% of the value of current liabilities as defined in Code Section 412(l)(7);
- The value of benefits payable to a Restricted Participant is less than 1% of the current liabilities before such distribution; or
- The value of benefits payable to a Restricted Participant does not exceed the amount described in Code Section 411(a)(11)(A) concerning restrictions on certain mandatory distributions.

For purposes of the above calculations, the market value of plan assets and the value of current liabilities are to be determined in a manner which is consistent with Treasury Regulation 1.401(a)(4)-5(b).

ARTICLE 11

TRUSTEE AND TRUST FUND

11.01 Acceptance of Trust
The Trustee, by signing this Agreement, accepts this Trust and agrees to perform the duties of the Trustee in accordance with the terms and conditions set forth herein.

11.02 Trust Fund

(a) Purpose and Nature
The Trustee will establish and maintain a Trust Fund for purposes of providing a means of accumulating the assets necessary to provide the benefits which become payable under the Plan. The Trustee will receive, hold and invest all contributions made by the Employer, any Participating Employers, and the Participants, including the investment earnings thereon. The Trust Fund arising from such contributions and earnings will consist of all assets held by the Trustee under the Plan and Trust. All benefits payable under the Plan will be paid by the Trustee from the Trust Fund.

Any person having any claim under the Plan will look solely to the assets of the Trust Fund for satisfaction. In no event will the Plan Administrator, the Employer, any Employees, any officer of the Employer or any agents of the Employer or the Plan Administrator be liable in their individual capacities to any person whomsoever, under the provisions of this Plan and Trust, except as provided by law.

The Trust Fund will be used and applied only in accordance with the provisions of the Plan and Trust, to provide the benefits thereof, and no part of the corpus or income of the Trust Fund will be used for, or diverted to, purposes other than for the exclusive benefit of the Participants or their Beneficiaries entitled to benefits under the Plan, except to the extent specifically provided elsewhere herein.

(b) Investments
The Trustee will invest the Trust Fund in accordance with the investment policy for the Trust Fund considering the fiduciary requirements of law, the objectives of the Plan, and the liquidity needs of the Plan.

(c) Investment Policy
The Plan Sponsor (or the Plan Administrator or an Investment Committee appointed by the Plan Sponsor) will have the right to periodically provide the Trustee with a written investment policy which, in consideration of the needs of the Plan, sets forth the investment objectives, policies, and guidelines which the Plan Sponsor judges to be appropriate and prudent.

If a written investment policy is not so provided, then the Trustee will set forth the investment policy for the Plan. In doing so,

the Trustee may consult with the Plan Sponsor (or the Plan Administrator or an Investment Committee appointed by the Plan Sponsor) to secure information with regard to Plan Sponsor investment objectives and general investment policy.

(d) Operation of Trust Fund
The Trust Fund will be maintained in accordance with the accounting requirements of the Plan. No Participant will have any right to any specific asset or any specific portion of the Trust Fund prior to distribution of benefits. Withdrawals from the Trust Fund will be made to provide benefits to Participants and Beneficiaries in the amounts specified by the Plan, and to pay expenses authorized by the Plan Administrator.

(e) Plan Sponsor Direction of Investment
The Plan Sponsor will have the right to direct the Trustee with respect to the investment and reinvestment of assets comprising the Trust Fund. The Trustee and the Plan Sponsor (or the Plan Administrator or an Investment Committee appointed by the Plan Sponsor) will execute a letter of agreement as a part of this Plan containing such conditions, limitations and other provisions they deem appropriate before the Trustee will follow any Plan Sponsor direction with respect to the investment or reinvestment of any part of the Trust Fund.

11.03 Receipt of Contributions
The Trustee will be accountable to the Employer for the funds contributed to it, but will have no duty to see that the contributions received comply with the provisions of the Plan. The Trustee will not be obligated to collect any contributions from the Employer or the Participants.

11.04 Powers of the Trustee
Subject to the provisions and limitations contained elsewhere in this Plan, the Trustee will have full discretion and authority with regard to the investment of the Trust Fund. The Trustee is authorized and empowered, but not by way of limitation, with the following powers, rights and duties:

(a) To invest any part or all of the Trust Fund in any common or preferred stocks, open-end or closed-end mutual funds, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U.S. Treasury bills, book entry deposits with the United States Federal Reserve Bank or System, Master Notes or similar arrangements sponsored by the Trustee or any other financial institution as permitted by law, improved or unimproved real estate situated in the United States, mortgages, notes or other property of any kind, real or personal, as a prudent man would so invest under like circumstances with due regard for the purposes of this Plan;

(b) To maintain any part of the assets of the Trust Fund in cash, or in demand or short-term time deposits bearing a reasonable rate of interest (including demand or short-term time deposits of or with

the Trustee), or in a short-term investment fund or in other cash equivalents having ready marketability, including, but not limited to, U.S. Treasury Bills, commercial paper, certificates of deposit (including such certificates of deposit of or with the Trustee), and similar types of short-term securities, as may be deemed necessary by the Trustee in its sole discretion;

(c) To manage, sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all property, real or personal, in such manner, for such considerations and on such terms and conditions as the Trustee will decide;

(d) To credit and distribute the Trust as directed by the Plan Administrator or any agent of the Plan Administrator. The Trustee will not be obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. The Trustee will be accountable only to the Plan Administrator for any payment or distribution made by it in good faith on the order or direction of the Plan Administrator or any agent of the Plan Administrator;

(e) To borrow money, assume indebtedness, extend mortgages and encumber by mortgage or pledge;

(f) To compromise, contest, arbitrate, or abandon claims and demands, in its discretion;

(g) To have with respect to the Trust all of the rights of an individual owner, including the power to give proxies, to participate in any voting trusts, mergers, consolidations or liquidations, and to exercise or sell stock subscriptions or conversion rights;

(h) To hold any securities or other property in the name of the Trustee or its nominee, or in another form as it may deem best, with or without disclosing the trust relationship;

(i) To perform any and all other acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust;

(j) To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until final adjudication is made by a court of competent jurisdiction;

(k) To file all tax forms or returns required of the Trustee;

(l) To begin, maintain or defend any litigation necessary in connection with the administration of the Plan, except that the Trustee will not be obligated to or required to do so unless indemnified to its

satisfaction; and

(m) To keep any or all of the Trust property at any place or places within the United States or abroad, or with a depository or custodian at such place or places; provided, however, that the Trustee may not maintain the indicia of ownership of any assets of the Plan outside the jurisdiction of the District Courts of the United States, except as may be expressly authorized in U.S. Treasury or U.S. Department of Labor regulations.

11.05 Investment in Common or Collective Trust Funds
Notwithstanding the provisions of Section 11.04, the Plan Sponsor specifically authorizes the Trustee to invest all or any portion of the assets comprising the Trust Fund in any common or collective trust fund which at the time of the investment provides for the pooling of the assets of plans qualified under Code Section 401(a). The authorization applies only if such common or collective trust fund: (a) is exempt from taxation under Code Section 584 or 501(a); (b) if exempt under Code Section 501(a), expressly limits participation to pension and profit sharing trusts which are exempt under Code Section 501(a) by reason of qualifying under Code Section 401(a); (c) prohibits that part of its corpus or income which equitably belongs to any participating trust from being used for or diverted to any purposes other than for the exclusive benefit of the Employees or their Beneficiaries who are entitled to benefits under such participating trust; (d) prohibits assignment by participating trust of any part of its equity or interest in the group trust; and (e) the sponsor of the group trust created or organized the group trust in the United States and maintains the group trust at all times as a domestic trust in the United States. The provisions of the common or collective trust fund agreement, as amended by the Trustee from time to time, are by this reference incorporated within this Plan and Trust. The provisions of the common or collective trust fund will govern any investment of Plan assets in that fund. This provision constitutes the express permission required by Section 408(b)(8) of ERISA.

11.06 Investment in Insurance Company Contracts
The Trustee may invest any portion of the Trust Fund in a deposit administration, guaranteed investment or similar type of investment contract (hereinafter referred to as Contract); provided, however, that no such Contract may provide for an optional form of benefit which would not be provided for under the provisions hereof. The Trustee will be the complete and absolute owner of Contracts held in the Trust Fund.

The Trustee may convert from one form to another any Contract held in the Trust Fund; designate any mode of settlement; sell or assign any Contract held in the Trust Fund; surrender for cash any Contract held

in the Trust Fund; agree with the insurance company issuing any Contract to any release, reduction, modification or amendment thereof; and, without limitation of any of the foregoing, exercise any and all of the rights, options and privileges that belong to the absolute owner of any Contract held in the Trust Fund that are granted by the terms of any such Contract or by the terms of this Agreement.

The Trustee will hold in the Trust Fund the proceeds of any sale, assignment or surrender of any Contract held in the Trust Fund and any and all dividends and other payments of any kind received in respect to any Contract held in the Trust Fund.

No insurance company which may issue any Contract based upon the application of the Trustee will be responsible for the validity of this Plan, be required to look into the terms of this Plan, be required to question any act of the Plan Administrator or the Trustee hereunder or be required to verify that any action of the Trustee is authorized by this Plan. If a conflict should arise between the terms of the Plan and any such Contract, the terms of the Plan will govern.

11.07 Fees and Expenses from Fund
The Trustee will be entitled to receive reasonable annual compensation as may be mutually agreed upon from time to time between the Plan Sponsor and the Trustee. The Trustee will pay all expenses reasonably incurred by it in its administration and investment of the Trust Fund from the Trust Fund unless the Plan Sponsor pays the expenses. No person who is receiving full pay from the Plan Sponsor will receive compensation for services as Trustee.

11.08 Records and Accounting
The Trustee will keep full and complete records of the administration of the Trust Fund which the Employer and the Plan Administrator may examine at any reasonable time. As soon as practical after the end of each Plan Year and at such other reasonable times as the Employer may direct, the Trustee will prepare and deliver to the Employer and the Plan Administrator an accounting of the administration of the Trust, including a report on the valuation of all assets of the Trust Fund, such valuation to be based upon the fair market value on the valuation date.

11.09 Distribution Directions
If no one claims a payment or distribution made from the Trust, the Trustee will notify the Plan Administrator and will dispose of the payment in accordance with the subsequent direction of the Plan Administrator.

11.10 Third Party
No person dealing with the Trustee will be obligated to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of the Plan. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and will not be liable to any person whomsoever in so doing. The certification of the Trustee that it is acting in accordance with the Plan will be conclusive in favor of any person relying on the certification.

11.11 Professional Agents
The Trustee may employ and pay from the Trust Fund reasonable compensation to agents, attorneys, accountants and other persons to

advise the Trustee as in its opinion may be necessary. The Trustee may delegate to any agent, attorney, accountant or other person selected by it any non-Trustee power or duty vested in it by the Plan; the Trustee may act or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected.

11.12 Valuation of Trust
The Trustee will value the Trust Fund as of the last day of each Plan Year to determine the fair market value of the Trust, and the Trustee will value the Trust Fund on such other date(s) as may be necessary to carry out the provisions of the Plan.

11.13 Liability of Trustee
The Trustee will be liable only for the safeguarding and administration of the assets of this Trust Fund in accordance with the provisions hereof and any amendments hereto and no other duties or responsibilities will be implied. The Trustee will not be required to pay any interest on funds paid to or deposited with it or to its credit under the provisions of this Trust, unless pursuant to a written agreement between the Employer and the Trustee. The Trustee will not be responsible for the adequacy of the Trust Fund to meet and discharge any liabilities under the Plan and will not be required to make any payment of any nature except from funds actually received as Trustee. The Trustee may consult with legal counsel (who may be legal counsel for the Employer) selected by the Trustee and will be fully protected for any action taken, suffered or omitted in good faith in accordance with the opinion of said legal counsel. It will not be the duty of the Trustee to determine the identity or mailing address of any Participant or any other person entitled to benefits hereunder, such identity and mailing addresses to be furnished by the Employer, the Plan Administrator or an agent of the Plan Administrator. The Trustee will be under no liability in making payments in accordance with the terms of this Plan and the certification of the Plan Administrator or an agent of the Plan Administrator who has been granted such powers by the Plan Administrator.

Except to the extent required by any applicable law, no bond or other security for the faithful performance of duty hereunder will be required of the Trustee.

11.14 Removal or Resignation and Successor Trustee
A Trustee may resign at any time upon giving 30 days prior written notice to the Plan Sponsor or, with the consent of the Plan Sponsor, a Trustee may resign with less than 30 days prior written notice.

The Plan Sponsor may remove a Trustee by giving at least 30 days prior written notice to the Trustee.

Upon the removal or resignation of a Trustee, the Plan Sponsor will appoint and designate a successor Trustee which will be one or more individual successor Trustees or a corporate Trustee organized under the laws of the United Sates or of any state thereof with authority to accept and execute trusts. Any successor Trustee must accept and acknowledge in writing its appointment as a successor Trustee before it

can act in such capacity.

Title to all property and records or true copies of such records necessary to the current operation of the Trust Fund held by the Trustee hereunder will vest in any successor Trustee acting pursuant to the provisions hereof, without the execution or filing of any further instrument. Any resigning or removed Trustee will execute all instruments and do all acts necessary to vest such title in any successor Trustee of record. Each successor Trustee will have, exercise and enjoy all the powers, both discretionary and ministerial, herein conferred upon his predecessor. No successor Trustee will be obligated to examine the accounts, records and acts of any previous Trustee or Trustees, and each successor Trustee in no way or manner will be responsible for any action or omission to act on the part of any previous Trustee.

Any corporation which results from any merger, consolidation or purchase to which the Trustee may be a party, or which succeeds to the trust business of the Trustee, or to which substantially all the trust assets of the Trustee may be transferred, will be the successor to the Trustee hereunder without any further act or formality with like effect as if the successor Trustee had originally been named Trustee herein; and in any such event it will not be necessary for the Trustee or any successor Trustee to give notice thereof to any person, and any requirement, statutory or otherwise, that notice will be given is hereby waived.

11.15 Appointment of Investment Manager
One or more Investment Managers may be appointed by the Plan Sponsor (or the Plan Administrator) to exercise full investment management authority with respect to all or a portion of the Trust assets. Authorized payment of the fees and expenses of the Investment Manager(s) may be made from the Trust assets. For purposes of this agreement, any Investment Manager so appointed will, during the period of his appointment, possess fully and absolutely those powers, rights and duties of the Trustee (to the extent delegated by the Plan Sponsor or the Plan Administrator) with respect to the investment or reinvestment of that portion of the Trust assets over which the Investment Manager has investment management authority. The Investment Manager must be one of the following:

(a) Registered as an investment advisor under the Investment Advisors Act of 1940;

(b) A bank, as defined in the Investment Advisors Act of 1940; or

(c) An insurance company qualified to manage, acquire, or dispose of such Plan assets under the laws of more than one state.

Any Investment Manager will acknowledge in writing to the Plan Sponsor or the Plan Administrator and to the Trustee that he or it is a fiduciary with respect to the Plan. During any period of time when the Investment Manager is so appointed and serving, and with respect to those assets in the Plan over which the Investment Manager exercises

investment management authority, the Trustee's responsibility will be limited to holding such assets as a custodian, providing accounting services, disbursing benefits as authorized, and executing such investment instructions only as directed by the Investment Manager. The Trustee will not be responsible for any acts or omissions of the Investment Manager. Any certificates or other instruments duly signed by the Investment Manager (or the authorized representative of the Investment Manager), purporting to evidence any instruction, direction or order of the Investment Manager with respect to the investment of those assets of the Plan over which the Investment Manager has investment management authority, will be accepted by the Trustee as conclusive proof thereof. The Trustee will also be fully protected in acting in good faith upon any notice, instruction, direction, order, certificate, opinion, letter, telegram or other document believed by the Trustee to be genuine and from the Investment Manager (or the authorized representative of the Investment Manager). The Trustee will not be liable for any action taken or omitted by the Investment Manager or for any mistakes of judgment or other action made, taken or omitted by the Trustee in good faith upon direction of the Investment Manager.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized and empowered officers of the Employer, this 1st day of January, 1994.

Triton Energy Corporation

By: //Robert B. Holland, III

Robert B. Holland, III
Sr. Vice President, General Counsel
and Secretary

The Trustee agrees to continue to serve as Trustee under the terms of this instrument.

Smith Barney Shearson Trust Company

By: _____

Triton Energy Corporation
Supplemental Executive Retirement Plan

As Amended and Restated Effective
January 1, 1994

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The purpose of the Triton Energy Corporation Supplemental

Executive Retirement Plan (the "Plan") is to provide deferred compensation to a select group of management and highly compensated employees who contribute materially to the continued growth, development and future business success of Triton Energy Corporation (the "Corporation") and its subsidiaries, and to provide a retirement benefit package that will assist the Corporation in attracting, retaining and motivating the best available talent to enter its employ.

Article 1
Definitions

As used in this document, unless otherwise defined or required by the context, the following terms have the meanings set forth in this Article 1.

1.01 Accrued Benefit

The Accrued Benefit of any Participant who is or was employed by the Corporation at any time on or after January 1, 1994 is determined using the formula used to compute the Participant's Normal Retirement Benefit, multiplied by the Participant's accrual percentage determined according to the following schedule on the basis of the Participant's completed Years of Service:

Years of Service	Percentage of Benefit Accrued
Less than 1	0%
1	10%
2	20%
3	30%
4	40%
5	50%
6	60%
7	70%
8	80%
9	90%
10 or More	100%

The Accrued Benefit for any other Participant is determined based upon the provisions of the Plan in effect on the date of the Participant's termination of employment with the Corporation.

1.02 Average Monthly Compensation

A Participant's Average Monthly Compensation, as of a given date, is determined by dividing the total Compensation he received during the five (5) consecutive calendar years for which his Compensation was highest by the number of months during such period for which he received Compensation. No fractional calendar years resulting from a Participant's date of employment or date of termination will be taken into account.

1.03 Beneficiary

Beneficiary is the person, persons, trust or other entity designated to receive any amount payable upon the death of a Participant.

1.04 Board of Directors

Board of Directors means the Board of Directors of the Corporation.

1.05 Change in Control

Change in Control means the occurrence of any of the following:

(a) The consummation of:

(1) Any consolidation or merger of the Employer in which the Employer is not the continuing or surviving corporation or pursuant to which shares of the Employer's common stock would be converted into cash, securities or other property, other than a merger of the Employer in which the holders of the Employer's common stock immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, or

(2) Any sale, lease, exchange or other transfer (excluding transfer by way of hypothecation), in one transaction or a series of related transactions, of all, or substantially all, of the assets of the Employer;

(b) The shareholders of the Employer approve any plan or proposal for the liquidation or dissolution of

the Employer;

(c) Any "person" [as such term is defined in Section 3(a)(9) or Section 13(d)(3) under the Securities and Exchange Act of 1934] or any "group" (as such term is used in Rule 13d-5 promulgated under the Securities and Exchange Act of 1934), other than the Employer or any successor of the Employer or any Subsidiary of the Employer or any employee benefit plan of the Employer or any subsidiary (including such plan's trustee), becomes, without the prior approval of the Directors of the Employer, a beneficial owner for purposes of Rule 13d-3 promulgated under the Securities and Exchange Act of 1934, directly or indirectly, of securities of the Employer representing 25% or more of the Employer's then outstanding securities having the right to vote in the election of Directors of the Employer; or

(d) During any period of two consecutive years, individuals who, at the beginning of such period constituted the entire Board of Directors of the Employer, cease for any reason (other than death) to constitute a majority of the Directors of the Employer, unless the election, or the nomination for election, by the Employer's shareholders, of each new Director of the Employer was approved by a vote of at least two-thirds of the Directors of the Employer then still in office who were Directors of the Employer at the beginning of the period.

1.06 Compensation

Compensation means the base salary subject to FICA paid by the Corporation or any of its subsidiaries to an Eligible Employee during the Plan Year, excluding any bonuses, commissions, expense allowances, overtime, severance pay, overrides, royalties, or other extraordinary compensation.

Compensation also includes any amounts of base salary which (i) are deferred into the Triton Energy Corporation Deferred Compensation Plan or (ii) are not otherwise includable in the gross income of the Employee due to Code Section 125, 402(a)(8), 402(h) or 403(b).

1.07 Corporation

Corporation means Triton Energy Corporation.

1.08 Early Retirement Date

A Participant's Early Retirement Date is the first day of the month that coincides with or next follows the date on which the Participant retires prior to his Normal Retire-

ment Date but after satisfying the following requirements:

(a) Attainment of age 55; and

(b) Completion of ten Years of Service.

1.09 Effective Date
The Effective Date of the Plan is September 1, 1990. The Effective Date of the amendments of the Plan effected by this restatement of the Plan is January 1, 1994.

1.10 Eligible Employee
Eligible Employees are those employees of Triton Energy Corporation who are officers and key management personnel and who are selected by the Board of Directors to be eligible to participate in the Plan.

1.11 Employment Commencement Date
The date on which an Employee first performs an Hour of Service for the Employer is his Employment Commencement Date.

1.12 Monthly Social Security Benefit
Monthly Social Security Benefit means the amount of monthly benefits which an
Employee would be entitled to receive as his "primary insurance amount" determined under the provisions of the Social Security Act as in effect on the January 1st coincident with or immediately preceding the earlier of (a) his date of retirement or termination or (b) his Normal Retirement Date. Such amount will be determined assuming (a) that he has made or will make appropriate application for such benefit, (b) that no event occurs to delay or forfeit any part of such benefit, (c) that if he dies or retires (except for Disability Retirement) before his Normal Retirement Date, he will continue to receive until his Normal Retirement Date, remuneration (which would be treated as taxable wages for purposes of the Social Security Act) at the same rate as at the time of retirement or death, and (d) that if he retires under the Plan on account of Disability, his Monthly Social Security Benefit, as herein defined, will be the benefit payable if his Social Security disability insurance benefit were to be approved at the same time as his Disability Retirement Benefit. As used in this Section, the term "primary insurance amount" has the meaning ascribed to it in the federal Social Security Act, as amended, and in effect on the affected Employee's date of retirement, death, severance, or Normal Retirement Date, as the case may be.

A Participant's Monthly Social Security Benefit will be

determined based upon estimated compensation histories in accordance with the rules in this paragraph. The pre-separation or pre-retirement compensation history is estimated by applying a salary scale, projected backwards, to the Participant's compensation (as defined in Section 3.03 of Revenue Ruling 71-446) at separation or retirement. The salary scale represents the actual change in the average wages from year to year as used by the Social Security Administration to determine earnings index factors for Social Security Average Indexed Monthly Earnings.

The determination of the amount of a Participant's Monthly Social Security Benefit will be made by the SERP Administrative Committee.

1.13 Hour of Service

An Hour of Service is each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer.

1.14 Normal Retirement Date

A Participant's Normal Retirement Date is the first day of the month that coincides with or next follows the date on which the Participant retires after satisfying the following:

(a) Attainment of age 65, and

(b) Completion of ten Years of Service.

1.15 Participant

The term "Participant" means an Eligible Employee or former Eligible Employee who is participating in the Plan and who is or who may become eligible to receive a benefit of any type from the Plan or whose Beneficiary may be eligible to receive any such benefit.

1.16 Participation Agreement

Participation Agreement means the agreement, in the form attached hereto and made a part hereof as Exhibit A, executed by the Corporation and the Eligible Employee, pursuant to which, among other things, the Eligible Employee elects to become a Participant in the Plan, and agrees to be bound by the terms and conditions thereof.

1.17 Pension Plan Offset

Pension Plan Offset means the annual amount of retirement income commencing at age 65 which is payable to a Participant under the Triton Energy Corporation Retirement Income

Plan. For married Participants, such benefit will be in the form of a 50% joint and survivor annuity, and for a single Participant, in the form of a life only benefit as determined in accordance with the assumptions and methods set forth in the Triton
Energy Corporation Retirement Income Plan.

1.18 Plan Year
Plan Year means the fiscal year of the Corporation.

1.19 SERP Administrative Committee
The SERP Administrative Committee will mean the person or persons appointed by the Board of Directors to administer the Plan in accordance with Article 4.

1.20 Years of Service
Years of Service are based upon an Employee's elapsed time of employment during which the Employee is entitled to receive Compensation. A Year of Service (including a fraction thereof) will be credited for each completed 365 days of such elapsed time which need not be consecutive. Years of Service with any subsidiaries will be recognized if so approved by the Board of Directors.

Article 2
Participation

2.01 Participation
The Board of Directors will, from time-to-time, select those officers and key management personnel of the Corporation to be Eligible Employees. Any Eligible
Employee will become a Participant in the Plan by executing a Participation Agreement.

Article 3
Retirement Benefits

3.01 Normal Retirement

Subject to provisions of Section 5.03, a Participant who retires on his Normal Retirement Date will begin to receive the Normal Retirement Benefit to which he is entitled.

(a) Normal Retirement Benefit
A Participant's Normal Retirement Benefit is the monthly pension benefit commencing on his Normal Retirement Date payable in the Normal Benefit Form in an amount equal to:

(1) 50% of his Average Monthly Compensation, minus

(2) The sum of his Monthly Social Security Benefit plus his Pension Plan Offset.

(b) Normal Benefit Form
15 Years Certain - Monthly pension benefit payable for a period of 15 years.

3.02 Early Retirement
Subject to the provisions of Section 5.03, a Participant who retires on his Early Retirement Date will begin to receive the Early Retirement Benefit to which he is entitled.

A Participant's Early Retirement Benefit is a monthly pension benefit commencing on his Early Retirement Date equal to his Normal Retirement Benefit, reduced by 1/2% for each of the first 60 months and by 1/3% for each of the next 60 months that his Early Retirement Date precedes his Normal Retirement Date.

A Participant's Early Retirement Benefit will be payable in the Normal Benefit Form.

3.03 Other Severance of Employment
Subject to the provisions of Section 5.03, a Participant who terminates employment for any reason (including death) prior to his Early Retirement Date will be entitled to receive a monthly pension benefit from the Plan. Such monthly pension benefit will begin on the first day of the month following the later of the Participant's termination of employment or attainment of age 55 and will be equal to the Participant's Accrued Benefit, reduced by 1/2% for each of the first 60 months and by 1/3% for each of the next 60 months that the Participant's benefit commencement date precedes his Normal Retirement Date.

This monthly pension benefit will be paid in the Normal Benefit Form.

3.04 Pre-Retirement Death Benefit

Subject to the provisions of Section 5.03, if a Participant dies before terminating employment, the Participant's designated Beneficiary will be entitled to receive the Participant's monthly pension benefit determined in accordance with Sections 1.01, 3.02 or 3.03 above as if the Participant had terminated employment on the day before he died.

If the Participant had not attained age 55 at the time of his death, he will be treated as having attained age 55 and retired on the day before his death. The death of a Participant will not cause an acceleration in accrual.

The benefits will be payable in the Normal Benefit Form and will commence on the first day of the month following the Participant's date of death.

3.05 Reemployment

If a Participant (a) terminates employment, (b) receives a distribution of all or a portion of his Accrued Benefit and (c) is later reemployed, the Participant's Normal Retirement Benefit (and therefore his Accrued Benefit) will be reduced by the actuarial equivalent value of the benefit which was previously distributed using the definition of actuarial equivalence as set forth in the first paragraph of Section 1.02 of the Triton Energy Retirement Income Plan.

Article 4
Administration

4.01 SERP Administrative Committee

(a) The Board of Directors will appoint a SERP Administrative Committee consisting of one or more persons and may increase or decrease the number of persons serving on the SERP Administrative Committee at any time and from time to time. Any member of the SERP Administrative Committee may resign upon ten days prior to written notice to the Board of Directors. The Board of Directors may remove any such member at any time by notifying such person in writing and may appoint a successor.

(b) The SERP Administrative Committee will be responsible for the management, operation and adminis-

tration of the Plan. The SERP Administrative Committee will have all powers necessary to administer the Plan in accordance with its terms. The SERP Administrative Committee will have the power, exercisable as its sole and absolute discretion, to construe the Plan and determine all questions that may arise thereunder and to establish rules, forms and procedures for the administration of the Plan. In addition, the SERP Administrative Committee will establish and maintain a claims procedure similar to that set forth in Section 503 of the
Employee Retirement Income Security Act of 1974 and the regulations thereunder.

(c) The SERP Administrative Committee may engage or appoint such assistants or representatives as it deems necessary for the effective exercise of its duties in
administering the Plan. The SERP Administrative Committee may delegate to such assistants and representatives any powers and duties, both ministerial and discretionary, as seem expedient or appropriate. The SERP Administrative Committee also may engage accountants, actuaries, attorneys, and such other personnel as it deems necessary or advisable.

(d) All actions of the SERP Administrative Committee will require the consent of a majority of the then members of the SERP Administrative Committee. All actions taken by the SERP Administrative Committee will be final, conclusive and binding on all parties.

(e) In the event the SERP Administrative Committee exercises any discretionary
authority under the Plan with respect to a Participant who is a member of the SERP Administrative Committee, such discretionary authority will be exercised solely and exclusively by those members of the SERP Administrative Committee other than the Participant. In the event the remaining members of the SERP Administrative Committee cannot reach a majority conclusion, or, if such Participant is the sole member of the SERP Administrative Committee, the Board of Directors of the Corporation will appoint a temporary substitute SERP Administrative Committee member to exercise all the powers of a qualified SERP Administrative Committee member concerning the matter in which such Participant cannot so act or for which there is a deadlock.

4.02 Costs and Expenses

All costs and expenses with respect to the adoption, implementation, interpretation, and administration of the Plan will be borne by the Corporation.

4.03 Liability of SERP Administrative Committee

Unless resulting from his own fraud or willful misconduct, no member of the SERP Administrative Committee will be liable for any loss arising out of any action taken or failure to act by the SERP Administrative Committee or a member thereof in connection with this Plan. The SERP Administrative Committee and any individual member of the SERP Administrative Committee and any agent thereof will be fully protected in relying upon the advice of professional consultants or advisers employed by the Employer or the SERP Administrative Committee.

4.04 Indemnification

The Employers hereby jointly and severally indemnify and agree to hold harmless the members of the SERP Administrative Committee and all directors, officers and employees of an Employer against any loss, claim, cost, expense (including attorneys' fees), judgment or liability arising out of any action taken or failure to act by the SERP Administrative Committee or such individual in connection with this Plan; provided, however, that this indemnity will not apply to an individual if such loss, claim, cost, expense, judgment, or liability is due to such individual's fraud or willful misconduct.

Article 5
Other Provisions

5.01 Construction

This Plan will be construed in accordance with and governed by the laws of the State of Texas. Words used in the singular will include the plural, the masculine gender will include the feminine, and vice versa, whenever appropriate.

5.02 Acceleration of Accrual Upon Change in Control

In the event of a Change in Control of the Corporation, notwithstanding any other provision in the Plan to the contrary, those Participants who are employed by the Corporation on the date of the Change in Control will become fully accrued notwithstanding the accrual schedule in Section

1.01, and the Corporation may fully fund in trust its obligations hereunder.

The benefits payable to a Participant under Article 3 will be distributed to the Participant in a single lump-sum payment within ninety (90) days of the date of the Participant's termination of employment following a Change in Control. Such single lump sum value will be computed using the definition of actuarial equivalence as set forth in the first paragraph of Section 1.02 of the Triton Energy Corporation Retirement Income Plan and will be based upon the assumption that the Participant had completed at least 10 Years of Service prior to his termination of employment. In no event may the SERP Administrative Committee change the discount rate to adversely affect any rights or benefits of a Participant on or after the occurrence of a Change in Control.

5.03 Forfeiture of Benefits Under the Plan

(a) Notwithstanding any other provisions of this Plan, in the event any Participant's employment with the Corporation or any of its subsidiaries is terminated for cause (as herein defined), such Participant or his Beneficiary will not be entitled to receive any benefits under this Plan.

(b) Termination for cause as used in Section 5.03 above will mean termination of employment for:

(1) Proven or admitted dishonest acts against the Corporation or any of its subsidiaries which substantially injures the Corporation or any of its subsidiaries or the Participant's fellow employees; or

(2) Conviction for a felony or crime of moral turpitude.

(c) In the event any Participant terminates employment with the Corporation or any of its subsidiaries for any reason, neither such Participant nor his or her Beneficiary will be entitled to receive any further benefits under this Plan if, at any time within the two-year period following such termination, such Participant:

(1) Communicates or divulges, to or for the benefit of any competitor or rival of the Corporation, any of the trade secrets or advertising processes used by the Corporation or any of its subsidiaries;

(2) Reveals, divulges or makes known, directly or indirectly, to any person or entity, the name or any other information concerning any client, customer or account of the Corporation or any of its subsidiaries, or any details concerning the relationship between the Corporation or any of its subsidiaries and such clients, customers and accounts; or

(3) Reveals, divulges or makes known, directly or indirectly, to any person or entity any information concerning any prospective client, customer or account of the Corporation or any of its subsidiaries, or any details concerning the relationship between the Corporation or any of its subsidiaries any such prospective clients, customers and accounts which would interfere with such relationship.

For purposes of this Section 5.03(c), the term "prospective client" will mean any individual, association, firm, corporation, organization, or other entity whose advertising business has been solicited by the Corporation or any of its subsidiaries at any time within one (1) year preceding the Participant's date of employment termination.

5.04 Source of Payment of Benefits

The Corporation will pay all benefits owing under this Plan out of its general assets, and no Participant or Beneficiary will have any claim or right to any particular assets of the Corporation as a result of participation in this Plan. Each Participant is an unsecured creditor of the Corporation with no greater rights than any other general unsecured creditor of the Corporation. The Plan is totally unfunded and represents only the Corporation's unsecured promise to pay benefits as provided hereunder. The Corporation may, but will not be obligated to, purchase one or more life insurance or annuity policies or contracts for the purpose of providing for its obligations hereunder. Any such policies or contracts, if so purchased, will name the Corporation as beneficiary and sole owner, with all incidents of ownership therein, including (but not limited to) the right to cash and loan values, dividends (if any), death benefits, and the right of termination thereof. Any such policies or contracts that may be purchased hereunder will remain a general unrestricted asset of the Corporation.

Neither the Participant nor any Beneficiary will have any rights with respect to, or claim against, any such policy or contract, and such policy or contract will not be deemed to be held in trust for the benefit of any Participant or any Beneficiary.

5.05 Employment Rights of Parties Not Restricted

The adoption and maintenance of this Plan will not be deemed a contract between the Employer and any Employee. Nothing in this Plan will give any Employee or Participant the right to be retained in the employ of the Employer or to interfere with the right of the Employer to discharge any Employee or Participant at any time, nor will it give the Employer the right to require any Employee or Participant to remain in its employ, or to interfere with any Employee's or Participant's right to terminate his employment at any time.

5.06 Designation of Beneficiary

Each Participant will be given the opportunity to designate a Beneficiary or Beneficiaries, and, from time-to-time, the Participant may file with the SERP Administrative Committee a new or revised designation on the form provided by the SERP Administrative Committee. If a Participant is married, the Participant's spouse will be the Participant's designated Beneficiary.

If a Participant dies without designating a Beneficiary, or if the Participant is predeceased by all designated Beneficiaries, the SERP Administrative Committee will distribute to the Participant's estate all benefits that are payable in the event of the Participant's death.

5.07 Amendment or Termination of the Plan

The Plan and any Participation Agreement may be altered, amended, suspended, or
terminated in whole or in part, at any time and from time-to-time, by the Board of
Directors, in its sole discretion, upon 30 days' prior written notice delivered to each Participant affected by any such action, but no such action will adversely affect or alter any accrued benefit, right or obligation with respect to any Participant who has terminated, retired or died and who has become entitled to or has commenced to receive benefits hereunder.

5.08 Alienation

No person entitled to any benefit under this Plan will have any right to sell, assign, transfer, hypothecate, encumber, commute, pledge, anticipate, or otherwise dispose of his interest in the benefit, and any attempt to do so will be

void. No benefit under this Plan will be subject to any legal process, levy, execution, attachment, or garnishment for the payment of any claim against such person.

5.09 Distribution in the Event Participation Is Disallowed Notwithstanding any provision herein to the contrary, in the event the SERP Administrative Committee, in its sole discretion, determines that the participation of any Participant in this Plan may cause this Plan to fail to be exempt from the requirements of Parts 2, 3, and 4 of Subtitle B of Title I of ERISA as an unfunded plan of deferred compensation for a select group of management or highly compensated employees, such Participant will cease to be a Participant in this Plan as of the date such determination is made by the SERP Administrative Committee, and as soon as administratively practicable the single-sum value of the benefit that he has accrued as of the date of such determination under this Plan will be paid to such Participant (or to his beneficiary or beneficiaries in the event of his death) in a single-cash payment in lieu of and in full satisfaction of all of his rights and interests under this Plan. Such single-sum value will be computed using the definition of actuarial equivalence as set forth in the first paragraph of Section 1.02 of the Triton Energy Retirement Income Plan.

5.10 Binding on Employer, Employees, and Their Successors This Plan will be binding upon and inure to the benefit of the Company and to any other Employer participating in this Plan, their successors and assigns, and the employee and his heirs, executors, administrators, and duly appointed legal representatives.

EXECUTED this _____ day of _____, 1994, effective as of January 1, 1994.

Triton Energy Corporation

By: // Robert B. Holland, III

Robert B. Holland, III
Sr. Vice President, General Counsel
and Secretary

AMENDMENT NO. 3 TO THE

1981 EMPLOYEE NONQUALIFIED

STOCK OPTION PLAN

OF

TRITON ENERGY CORPORATION

WHEREAS, Triton Energy Corporation (the "Corporation") adopted the 1981 Employee Nonqualified Stock Option Plan of Triton Energy Corporation (the "1981 Plan") on April 9, 1981; and

WHEREAS, Section 13 of the 1981 Plan authorizes the Board of Directors of the Corporation to amend the 1981 Plan; and

WHEREAS, the 1981 Plan was amended by action of the Board of Directors of the Corporation effective December 30, 1981 and April 16, 1992; and

WHEREAS, the Board of Directors deems it advisable and in the best interest of the Corporation to further amend the 1981 Plan, to clarify certain provisions thereof;

NOW, THEREFORE, the Board of Directors hereby amends the 1981 Plan, as follows:

I.

Section 8 of the 1981 Plan is amended to read as follows:

"8. ACCELERATION UPON CHANGE OF CONTROL.

In the event of a Change in Control of the Company, then, notwithstanding any other provision in the Plan to the contrary, all unmatured installments of options outstanding shall thereupon automatically be accelerated and exercisable in full. As used herein, the term "Change in Control" shall mean the occurrence of any of the following events: (i) there shall be consummated (x) any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of the Company's Common Stock would be converted into cash, securities or other property, other than a merger of the Company in which the holders of the Company's Common Stock immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, or (y) any sale, lease, exchange or other transfer (excluding transfer by way of pledge or hypothecation), in one transaction or a series of related transactions, of all, or substantially all, of the assets of the Company, (ii) the shareholders of the Company approve any plan or proposal for the liquidation or dissolution of the Company, (iii) any "person" (as such term is defined in Section 3(a)(9) or Section 13(d)(3) under the Securities Exchange 1934 Act of 1934, as amended (the "Exchange Act")) or

any "group" (as such term is used in Rule 13d-5 promulgated under the Exchange Act), other than the Company or any successor of the Company or any Subsidiary of the Company or any employee benefit plan of the Company or any Subsidiary (including such plan's trustee), becomes, without the prior approval of the Board, a beneficial owner for purposes of Rule 13d-3 promulgated under the Exchange Act, directly or indirectly, of securities of the Company representing 25.0% or more of the Company's then outstanding securities having the right to vote in the election of directors of the Company, or (iv) during any period of two consecutive years, individuals who, at the beginning of such period constituted the entire Board, cease for any reason (other than death) to constitute a majority of the directors of the Company, unless the election, or the nomination for election, by the Company's shareholders, of each new director of the Company was approved by a vote of at least two-thirds of the directors of the Company then still in office who were directors of the Company at the beginning of the period."

IN WITNESS WHEREOF, the Corporation has caused this instrument to be executed as of the _____ day of _____, 1994.

TRITON ENERGY CORPORATION

By: // Robert B. Holland, III

Robert B. Holland, III
Sr. Vice President, General Counsel
and Secretary

Attest:

// Tamera D. Gibson
- ---
Tamera D. Gibson, Asst. Secretary

AMENDMENT NO. 2 TO THE

1985 STOCK OPTION PLAN

OF

TRITON ENERGY CORPORATION

WHEREAS, Triton Energy Corporation (the "Corporation") adopted the 1985 Employee Nonqualified Stock Option Plan of Triton Energy Corporation (the "1985 Plan") on November 13, 1984; and

WHEREAS, Section 13 of the 1985 Plan authorizes the Board of Directors of the Corporation to amend the 1985 Plan; and

WHEREAS, the 1985 Plan was amended by action of the Board of Directors of the Corporation effective April 16, 1992; and

WHEREAS, the Board of Directors deems it advisable and in the best interest of the Corporation to further amend the 1985 Plan, to clarify certain provisions thereof;

NOW, THEREFORE, the Board of Directors hereby amends the 1985 Plan, as follows:

I.

Section 8 of the 1985 Plan is amended to read as follows:

"8. ACCELERATION UPON CHANGE OF CONTROL.

In the event of a Change in Control of the Company, then, notwithstanding any other provision in the Plan to the contrary,

all unmatured installments of options outstanding shall thereupon automatically be accelerated and exercisable in full. As used herein, the term "Change in Control" shall mean the occurrence of any of the following events: (i) there shall be consummated (x) any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of the Company's Common Stock would be converted into cash, securities or other property, other than a merger of the Company in which the holders of the Company's Common Stock immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, or (y) any sale, lease, exchange or other transfer (excluding transfer by way of pledge or hypothecation), in one transaction or a series of related transactions, of all, or substantially all, of the assets of the Company, (ii) the shareholders of the Company approve any plan or proposal for the liquidation or dissolution of the Company, (iii) any "person" (as such term is defined in Section 3(a)(9) or Section 13(d)(3) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) or any "group" (as such term is used in Rule 13d-5 promulgated under the Exchange Act), other than the Company or any successor of the Company or any Subsidiary of the Company or any employee benefit plan of the Company or any Subsidiary (including such plan's trustee), becomes, without the prior approval of the Board, a beneficial owner for purposes of Rule 13d-3 promulgated under the Exchange Act, directly or indirectly, of securities of the Company representing 25.0% or more of the Company's then outstanding securities having the right to vote in the election of directors of the Company, or (iv) during any period of two consecutive years, individuals who, at the beginning of such period constituted the entire Board, cease for any reason (other than death) to constitute a majority of the directors of the Company, unless the election, or the nomination for election, by the Company's shareholders, of each new director of the Company was approved by a vote of at least two-thirds of the directors of the Company then still in office who were directors of the Company at the beginning of the period."

IN WITNESS WHEREOF, the Corporation has caused this instrument to be executed as of the _____ day of _____, 1994.

TRITON ENERGY CORPORATION

By: // Robert B. Holland, III

Robert B. Holland, III

Sr. Vice President, General Counsel and Secretary

Attest:
// Tamera D. Gibson

Tamera D. Gibson, Asst. Secretary

TRITON ENERGY CORPORATION

AMENDED AND RESTATED

1986 CONVERTIBLE DEBENTURE PLAN

1. Purpose. This plan, which will be known as the Triton Energy Corporation Amended and Restated 1986 Convertible Debenture Plan (the "Plan"), is intended to promote the interests of Triton Energy Corporation (the "Company") and its stockholders by allowing certain senior key executives (including directors who are employees) and consultants (individually, a "Purchaser" and collectively, the "Purchasers") of the Company and its subsidiaries the opportunity to acquire an equity interest in the Company by means of investing in the Company's variable interest rate subordinated Debentures (the "Debentures") which are convertible into shares of common stock of the Company (the "Common Stock"), thereby giving such senior key executives and consultants added incentive to work toward the continued growth and success of the Company. The Company's Board of Directors (the "Board") also contemplates that the Plan will enable the Company and its subsidiaries to continue to compete effectively for the services of management personnel needed for the continued growth and success of the Company.

2. Administration. The Plan shall be administered by the Compensation Committee of the Board (the "Committee"), which shall consist of not fewer than three members, each of whom shall qualify as a "disinterested person" within the meaning of Rule 16b-3 ("Rule 16b-3"), under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), if and as such Rule is then in effect. Debentures may not be sold to any member of the Committee during the term of his membership on the Committee.

Subject to the provisions of the Plan and to the provisions of an Indenture, the Committee shall interpret the Plan and the Debentures sold under the Plan, shall make such rules as it deems necessary for the proper administration of the Plan, shall make all other determinations necessary or advisable for the administration of the Plan and shall correct any defect or supply any omission or reconcile any inconsistency in the Plan or in the Debentures in the manner and to the extent the Committee deems desirable to administer the Plan or the Debentures.

With respect to persons subject to Section 16 of the Exchange Act, transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3 or its successors under the Exchange Act. To the extent that any provision of the Plan or action by the Committee fails to so comply, it shall be deemed null and void, to the extent permitted by law and deemed advisable by the Committee.

3. Issuance of the Debentures. The Debentures are to be issued pursuant to an Indenture and any supplemental Indenture thereto (collectively, an "Indenture"). The Debentures are to be issued in series; each series may be issued under a separate Indenture, or two or more series may be issued under a single Indenture. Each series will be due not earlier than seven years from the

date of issuance, or such earlier date as the Company redeems a series of Debentures or prepays an individual Debenture (with respect to such series or individual Debenture, the "Due Date"). The Committee may extend the term of a series for any period of time from seven years up to ten years as determined by the Committee without shareholder approval, as set forth in the Indenture for that series. The Debentures shall be issuable in such form and denominations as the Committee may from time to time approve.

4. General Terms and Conditions of the Debentures. The Debentures will be convertible into fully paid and nonassessable shares of Common Stock of the Company at any time after a date set by the Committee (the "Conversion Date") from the date of issuance until the close of business on the Due Date, at the conversion price in effect at the time of conversion. Individual Debentures may have Conversion Dates which vary from one to three years from the date of issuance. The Committee may at any time, or from time to time, accelerate (but not delay) the Conversion Date.

If a Purchaser's employment or association with the Company is terminated for any reason other than death, disability, retirement or for cause, the Purchaser's Debenture may be converted (to the extent convertible on the date of such termination or, if the Committee, in its discretion, has accelerated the Conversion Date, to the extent convertible following such acceleration) at any time within three months after such termination, unless the Committee agrees, in its sole discretion, to further extend the Conversion Date of such Debenture; provided that the term of any such Debenture shall not be extended beyond its initial term. If a Purchaser's employment or association with the Company is terminated due to death, disability or retirement, the Purchaser's Debenture may be converted (to the extent convertible on the date of death, disability or retirement or, if the convertibility of such Debenture has been accelerated, to the extent convertible following such acceleration) at any time within one year from the date of termination, unless the Committee agrees, in its sole discretion, to further extend the Conversion Date of such Debenture; provided that the term of any Debenture shall not be extended beyond its initial term. If the Purchaser is discharged from the Company for cause, he may not convert the Debenture after discharge. The Company will prepay any Debenture, the conversion privilege of which so terminates.

The Committee may, in its discretion, agree that Debentures are transferable by the Purchaser to members of his immediately family (i.e., parents, children, grandchildren or spouse), trusts for the benefit of such immediate family members and partnerships in which such immediate family members are the only partners, provided that there cannot be any consideration for the transfer.

Except as may be agreed upon by the Committee in accordance with the immediately preceding paragraph, a Debenture may not be sold, assigned, transferred, pledged (except as provided below) or otherwise hypothecated other than (i) by will or the laws of descent and distribution or (ii) pursuant to the terms of a qualified domestic relations order as defined by the Internal Revenue Code of 1986, as amended (the "Code"), or Title I of the Employee Retirement Income Security Act of 1974 as amended.

Notwithstanding the provisions of the previous two paragraphs, in certain cases Purchasers may pledge Debentures as security for loans which will provide all or part of the financing necessary to purchase the Debentures, and such pledges may be made without the Company's consent by providing the Company with written notice of the pledge. The conversion right of any

Debenture shall be exercisable only by the Purchaser, his estate or the beneficiaries of such estate.

If a Purchaser pledges a Debenture in the permitted manner described above, the conversion privilege will not be exercisable during such time as the Debenture is pledged. Upon notice from the Purchaser and the lender to which the Debenture was pledged that the obligation has been discharged, the conversion privilege will again be exercisable. If a Purchaser sells, assigns, transfers, pledges (except pledges requiring only written notice to the Company) or otherwise hypothecates a Debenture without the Company's consent, the conversion right will permanently cease to exist. Should the conversion right of a Debenture so terminate, the Company has the option, but not the obligation, to prepay that Debenture.

5. Authorized Amount of Debentures. The Company may issue an unlimited aggregate principal amount of all Debentures; provided, however, that the number of shares of Common Stock into which such Debentures may be converted shall not exceed 1,000,000 shares (subject to appropriate adjustment in the event of stock dividends, split-ups, recapitalizations, combinations, exchanges of shares or the like).

6. Effective Date. The Plan, as originally adopted, became effective as of November 6, 1986, subject to approval by the holders of a majority of the shares of voting stock of the Company represented at the Annual Meeting of Shareholders of the Company held during 1986. The Plan, as amended and restated, is subject to approval by the holders of a majority of the shares of voting stock of the Company represented at the Annual Meeting of Shareholders of the Company to be held during 1993, and shall expire when all of the Company's obligations with respect to all of the outstanding Debentures have been discharged.

7. Eligible Employees. The Committee shall have authority to sell Debentures to senior key executives (which may include directors who are employees) of and consultants to the Company or any subsidiary of the Company who have a material and direct effect upon the Company's operations as may be selected by the Committee. As used in the Plan, (i) the term "subsidiary" shall have the meaning ascribed to it in Section 424 of the Code and (ii) the term "consultant" shall mean any person performing services for the Company or any subsidiary of the Company, with or without compensation, to whom the Committee chooses to sell Debentures in accordance with the Plan, provided that bona fide services must be rendered by such person and such services shall not be rendered in connection with the offer or sale of securities in a capital-rasing transaction.

8. Sales Price of Debentures. The Debentures shall be sold by the Company at face value plus any accrued interest to the date of sale. The Committee shall make a good faith determination that the fair value of a Debenture at the time of sale is equal to its face value. In the event that the Internal Revenue Service determines that the value of a Debenture at the time of sale exceeded its face value and if (a) the Company receives a tax benefit as a result of that determination and (b) the Purchaser is taxed to the extent of the excess, then the Company will pay to the Purchaser as compensation the lesser of the Company's tax benefit with respect to the Purchaser or the Purchaser's tax liability resulting from such determination, provided the Purchaser has contested the imposition of such liability in a manner which the Company determines to be appropriate under the circumstances.

9. Conversion Price. The price at which shares of Common Stock

shall be delivered upon conversion of a series of Debentures (the "conversion price") shall be set by the Committee (and thereafter adjusted as provided in the Indenture); provided, however, that the conversion price shall not be less than 100% of the last reported sales price of the Company's Common Stock on the date prior to the date the Committee authorizes the issuance of such series of Debentures, as shown on the New York Stock Exchange Composite Transactions.

10. Amendment and Discontinuance. The Committee may amend, suspend or terminate the Plan; provided, however, that no amendment, suspension or termination of the Plan may, without the consent of the holder of a Debenture, terminate his Debenture or adversely affect his rights under the Debenture in any material respect.

11. Delivery of Promissory Notes in Payment of Debentures. The Committee may authorize Purchasers to purchase Debentures by delivery of a promissory note to the Company in payment of all or a part of the purchase price of the Debentures. Such promissory notes shall provide for full recourse against the Purchaser and shall have provisions for collateral, which may include the Debentures, payment of interest, repayment of principal and such other terms and conditions as the Committee deems advisable.

12. Other Provisions.

12.1 The Purchaser of a Debenture shall not be entitled to any rights as a stockholder of the Company until such Purchaser has exercised the conversion privilege contained in the Debenture.

12.2 No Debenture shall be construed as limiting any right which the Company or any subsidiary of the Company may have to terminate at any time, with or without cause, the employment of a Purchaser to whom a Debenture has been sold.

12.3 Notwithstanding any provision of the Plan, the Indenture or the terms of any Debenture sold pursuant to the Plan, (i) the Company shall not be required to issue any Debentures hereunder if such issuance would, in the judgment of the Board or the Committee, constitute a violation of any state or Federal Law, or of the rules or regulations of any governmental regulatory body and (ii) any amount of interest paid or payable on a Debenture which exceeds the amount legally payable to a Purchaser under the applicable usury laws will be paid by the Company as compensation to the Purchaser.

12.4 Each Debenture purchased under this Plan shall be granted on the condition that the purchase of said Debenture and the conversion thereof into Common Stock of the Company by the holder of said Debenture shall be for the investment purposes and not with a view to resale or distribution. The Company may require the Debentures and any shares of the Company's Common Stock received upon conversion thereof to bear such restrictive legends as the Company and its counsel deem appropriate.

12.5 The Company will not voluntarily claim the benefit of any usury law against Debentureholders and will resist any effort to compel it to do so.

13. Registration of Common Stock. The Company shall use its best efforts to register the offering of the Common Stock issuable upon conversion of the Debentures pursuant to the Securities Act of 1933, as amended, and appropriate state blue sky laws prior to the time the Debentures become convertible into Common Stock.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed as of the _____ day of _____, 1994.

TRITON ENERGY CORPORATION

By: // Robert B. Holland, III

Robert B. Holland, III
Sr. Vice President, General Counsel
and Secretary

ATTEST:

// Tamera D. Gibson
- ---
Tamera D. Gibson, Asst. Secretary

AMENDMENT NO. 2 TO THE

1989 STOCK OPTION PLAN

OF

TRITON ENERGY CORPORATION

WHEREAS, Triton Energy Corporation (the "Corporation") adopted the 1989 Stock Option Plan of Triton Energy Corporation (the "1989 Plan") on November 10, 1988; and

WHEREAS, Section 12 of the 1989 Plan authorizes the Board of Directors of the Corporation to amend the 1989 Plan; and

WHEREAS, the 1989 Plan was amended by action of the Board of Directors of the Corporation on April 16, 1992; and

WHEREAS, the Board of Directors deems it advisable and in the best interest of the Corporation to further amend the 1989 Plan, to clarify certain provisions thereof;

NOW, THEREFORE, the Board of Directors hereby amends the 1989 Plan, as follows:

I.

Paragraph 1 of Section 2 of the 1989 Plan is amended in its entirety to read as follows:

"The Plan shall be administered by the Board of Directors of the Company (the "Board"), a majority of the members of which are "disinterested persons." The Board may delegate, at any time and from time to time, any or all of its authority under

the Plan to a committee of three or more directors appointed by the Board, all of whom are "disinterested persons." As used in this Plan, a director shall be deemed a "disinterested person" if he qualifies as a "disinterested person" under Rule 16b-3 of the Securities Exchange Act of 1934, as amended (the "Exchange Act)."

II.

Section 8 of the 1989 Plan is amended in its entirety to read as follows:

"8. Change of Control.

In the event of a Change in Control of the Company, then, notwithstanding any other provision in the Plan to the contrary, all unmatured installments of options outstanding shall thereupon automatically be accelerated and exercisable in full. As used herein, the term "Change in Control" shall mean the occurrence of any of the following events: (i) there shall be consummated (x) any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of the Company's Common Stock would be converted into cash, securities or other property, other than a merger of the Company in which the holders of the Company's Common Stock immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, or (y) any sale, lease, exchange or other transfer (excluding transfer by way of pledge or hypothecation), in one transaction or a series of related transactions, of all, or substantially all, of the assets of the Company, (ii) the shareholders of the Company approve any plan or proposal for the liquidation or dissolution of the Company, (iii) any "person" (as such term is defined in Section 3(a)(9) or Section 13(d)(3) under the Exchange Act) or any "group" (as such term is used in Rule 13d-5 promulgated under the Exchange Act), other than the Company or any successor of the Company or any Subsidiary of the Company or any employee benefit plan of the Company or any Subsidiary (including such plan's trustee), becomes, without the prior approval of the Board, a beneficial owner for purposes of Rule 13d-3 promulgated under the Exchange Act, directly or indirectly, of securities of the Company representing 25.0% or more of the Company's then outstanding securities having the right to vote in the election of directors of the Company, or (iv) during any period of two consecutive years, individuals who, at the beginning of such period constituted the entire Board, cease for any reason (other than death) to constitute a majority of the directors of the Company, unless the election, or the nomination for election, by the Company's shareholders, of each new director of the Company was approved by a vote of at least two-thirds of the directors of the Company then still in office who were directors of the Company at the beginning of the period."

IN WITNESS WHEREOF, the Corporation has caused this instrument to be executed as of the _____ day of _____, 1994.

TRITON ENERGY CORPORATION

By: // Robert B. Holland, III

Robert B. Holland, III
Sr. Vice President, General Counsel
and Secretary

Attest:

// Tamera D. Gibson

Tamera D. Gibson, Asst. Secretary

TRITON ENERGY CORPORATION

AMENDED AND RESTATED

1992 STOCK OPTION PLAN

Purpose

The purpose of the Plan is to help the Company and its Subsidiaries attract and retain Employees, Directors and Advisors and to provide such persons with a proprietary interest in the Company through the granting of Incentive Stock Options and Nonqualified Stock Options which will:

(a) increase the interest of the Employees, Directors and Advisors in the Company's welfare;

(b) furnish an incentive to the Employees, Directors and Advisors to continue their services for the Company or its Subsidiaries; and

(c) provide a means through which the Company or its Subsidiaries may attract able persons to enter its employ or serve as Directors or Advisors.

With respect to persons subject to Section 16 of the 1934 Act, transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3 or its successors under the 1934 Act. To the extent that any provision of the Plan or action by the Committee fails to so comply, it shall be deemed null and void, to the extent permitted by law and deemed advisable by the Committee.

ARTICLE I

Definitions

For the purpose of this Plan, unless the context requires otherwise, the following terms shall have the meanings indicated:

1.1 "Advisor" means any person performing services for the Company or any Subsidiary of the Company, with or without compensation, to whom the Company chooses to grant Stock Options in accordance with the Plan, provided that bona fide services must be rendered by such person and such services shall not be rendered in connection with the offer or sale of securities in a capital-raising transaction.

1.2 "Board" means the board of directors of the Company.

1.3 "Cause" means an act or acts involving a felony, fraud, willful misconduct, the commission of any act that causes or reasonably may be expected to cause substantial injury to the Company, or other good cause. The term "other good cause" shall include, but shall not be limited to, habitual impertinence, a pattern of conduct that tends to hold the Company up to ridicule in the community, conduct disloyal to the Company, conviction of any crime of moral turpitude, and substantial dependence, as judged by the Committee, on alcohol or any controlled substance.

1.4 "Change in Control" means the occurrence of any of the following events: (i) there shall be consummated (x) any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of the Company's Common Stock would be converted into cash, securities or other property, other than a merger of the Company in which the holders of the Company's Common Stock immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, or (y) any sale, lease, exchange or other transfer (excluding transfer by way of pledge or hypothecation), in one transaction or a series of related transactions, of all, or substantially all, of the assets of the Company, (ii) the shareholders of the Company approve any plan or proposal for the liquidation or dissolution of the Company, (iii) any "person" (as such term is defined in Section 3(a)(9) or Section 13(d)(3) under the 1934 Act) or any "group" (as such term is used in Rule 13d-5 promulgated under the 1934 Act), other than the Company or any successor of the Company or any Subsidiary of the Company or any employee benefit plan of the Company or any Subsidiary (including such plan's trustee), becomes, without the prior approval of the Board, a beneficial owner for purposes of Rule 13d-3 promulgated under the 1934 Act, directly or indirectly, of securities of the Company representing 25.0% or more of the Company's then outstanding securities having the right to vote in the election of Directors of the Company, or (iv) during any period of two consecutive years, individuals who, at the beginning of such period constituted the entire Board, cease for any reason (other than death) to constitute a majority of the Directors of the Company, unless the election, or the nomination for election, by the Company's shareholders, of each new Director of the Company was approved by a vote of at least two-thirds of the Directors of the Company then still in office who were Directors of the Company at the beginning of the period.

1.5 "Code" means the Internal Revenue Code of 1986, as amended.

1.6 "Committee" means the Committee appointed in accordance with Article II. Provided that the requirements set forth in Article II are met, the Compensation Committee of the Board may serve as the Committee.

1.7 "Common Stock" means the common stock which the Company is currently authorized to issue or may in the future be authorized to issue.

1.8 "Company" means Triton Energy Corporation, a Texas corporation.

1.9 "Controlled substance" means a drug, immediate precursor, or other substance listed in Schedules I-V of the Federal Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended.

1.10 "Date of Grant" means the effective date on which a Stock Option is awarded to an Employee, Director or Advisor as set forth in the Stock Option Agreement.

1.11 "Director" means a member of the Board of Directors of the Company or any Subsidiary of the Company.

1.12 "Disability" of a Participant shall be deemed to occur whenever a Participant is rendered unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuing period of not less than 12 months.

1.13 "Employee" means an employee of the Company, or of any Subsidiary, the Board of Directors of which adopts the Plan, as defined under Section 3401(c) of the Code and the regulations thereunder. Unless the context otherwise indicates, the term "Employee" shall include any Officers and Directors who are not Non-Employee Directors.

1.14 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

1.15 "Fair Market Value" of the Company's shares of Common Stock means (i) the closing price per share on any stock exchange on which the Common Stock is traded, or (ii) the mean between the closing or average (as the case may be) bid and asked prices per share of Common Stock on the over-the-counter market, whichever is applicable.

1.16 "Incentive Stock Option" means an option to purchase shares of Common Stock granted to a Participant and which is intended to qualify as an incentive stock option under Section 422 of the Code.

1.17 "1934 Act" means the Securities Exchange Act of 1934, as amended.

1.18 "Non-discretionary Stock Option" means a Nonqualified Stock Option granted to a Non-Employee Director under Article IV.

1.19 "Non-Employee Director" means a Director of the Company who is not an Officer or Employee.

1.20 "Nonqualified Stock Option" means an option to purchase shares of Common Stock granted to a Participant and which is not intended to qualify as an incentive stock option under Section 422 of the Code.

1.21 "Officer" means an officer of the Company or any Subsidiary of the Company.

1.22 "Participant" means any Employee, Director or Advisor who is, or who is proposed to be, a recipient of a Stock Option.

1.23 "Plan" means the Triton Energy Corporation Amended and Restated 1992 Stock Option Plan.

1.24 "Retirement" of a Participant shall be deemed to be retirement after reaching (i) age 65 or (ii) age 55 and having completed at least 10 years of service with the Company.

1.25 "Stock Options" means any and all Incentive Stock Options and Nonqualified Stock Options granted pursuant to the Plan.

1.26 "Stock Option Agreement" means an agreement between the Company and a Participant with respect to one or more of the Stock Options.

1.27 "Subsidiary" means any corporation in an unbroken chain of corporations beginning with the Company if, at the time of granting of the Stock Option, each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in the chain, and "Subsidiaries" means more than one of any such corporations.

ARTICLE II

Administration

Subject to the terms of this Article II, the Plan shall be administered by the Committee, which shall consist of not fewer than three members, who shall be Non-Employee Directors of the Company. Any member of the Committee may be removed at any time, with or without cause, by resolution of the Board. Any vacancy occurring in the membership of the Committee may be filled by appointment by the Board. Each member of the Committee, at the time of his appointment to the Committee and while he is a member thereof, must be "disinterested," as defined in Rule 16b-3 promulgated under the 1934 Act or any predecessor provision thereto, as applicable.

The Committee shall select one of its members to act as its Chairman, and shall make such rules and regulations for its operation as it deems appropriate. A majority of the Committee shall constitute a quorum and the act of a majority of the members of the Committee present at a meeting at which a quorum is present shall be the act of the Committee. Subject to the terms hereof, the Committee shall have complete authority to designate from time to time the Employees and Advisors to whom Stock Options will be granted, to interpret the Plan, to prescribe, amend, and rescind any rules and regulations necessary or appropriate for the administration of the Plan, to determine the details and provisions of each Stock Option Agreement, to modify or amend any Stock Option Agreement or waive any conditions or restrictions applicable to any Stock Option or the exercise thereof, and to make such other determinations and, subject to the terms of the Plan, take such other action as it deems necessary or advisable. In this regard, the Committee shall consider and give appropriate weight to input from representatives of management of the Company regarding the contributions or potential contributions to the Company of certain of the Employees and Advisors or potential Employees and Advisors of the Company. Except as provided below, any interpretation, determination, or other action made

or taken by the Committee shall be final, binding, and conclusive on all interested parties, including the Company and all Participants.

ARTICLE III

Shares Subject to Plan

The Committee may not grant Stock Options under the Plan for more than 3,700,000 shares of Common Stock of the Company (as may be adjusted in accordance with Article XI or XII hereof), and no Participant shall be eligible to receive more than 50% of such shares. Shares to be distributed and sold may be made available from either authorized but unissued Common Stock or Common Stock held by the Company in its treasury. Shares that by reason of the expiration or unexercised termination of a Stock Option are no longer subject to purchase may be reoffered under the Plan.

ARTICLE IV

Non-Employee Directors' Stock Options

The following provisions of this Article IV shall apply only to Stock Options granted under the Plan to Non-Employee Directors of the Company.

4.1 Eligibility. Only Non-Employee Directors of the Company shall be eligible to receive grants of the Stock Options provided under this Article IV.

4.2 Grant of Stock Options. Throughout the term of this Plan, on November 15 of each year, the Committee shall grant to each Non-Employee Director of the Company, a Nonqualified Stock Option to purchase 15,000 shares of Common Stock. The grant of Stock Options under this Article IV shall be evidenced by Stock Option Agreements setting forth the total number of shares subject to the Stock Option, the option exercise price, the term of the Stock Option and such other terms and provisions as are consistent with the Plan.

4.3 Option Exercise Price. The exercise price for a Stock Option granted under this Article IV shall be equal to 100% of the Fair Market Value per share of Common Stock on the Date of Grant. The Committee shall determine the Fair Market Value per share of the Common Stock on the Date of Grant and shall set forth the determination in its minutes. Notwithstanding anything to the contrary in this Section 4.3, the exercise price of each Stock Option granted pursuant to this Article IV shall not be less than the par value per share of the Common Stock.

4.4 Option Period. The option period for each Stock Option granted under this Article IV will terminate ten years from the Date of Grant. No Stock Option granted under this Article IV may be exercised at any time after its term.

4.5 Payment. Full payment for shares purchased upon exercise of a Stock Option granted under this Article IV shall be made either in (i) cash, (ii) by certified or cashier's check, (iii) if permitted by the Committee, by shares of Common Stock, (iv) if permitted by the Committee, and if permitted under the laws

of the State of Texas, by cash or certified or cashier's check for the par value of the shares plus a promissory note for the balance of the purchase price, which note shall provide for full personal liability of the maker and shall contain such other terms and provisions as the Committee may determine, including without limitation the right to repay the note partially or wholly with Common Stock, or (v) by delivery of a copy of irrevocable instructions from the Participant to a broker or dealer, reasonably acceptable to the Company, to sell certain of the shares purchased upon exercise of the Stock Option or to pledge them as collateral for a loan and promptly deliver to the Company the amount of sale or loan proceeds necessary to pay such purchase price. If any portion of the purchase price or a note given at the time of exercise is paid in shares of Common Stock, those shares shall be valued at the then Fair Market Value.

4.6 Exercise of Stock Option. Except only as specifically provided elsewhere in this Plan, each Stock Option granted under this Article IV shall be exercisable in the following cumulative installments:

First installment. Up to 33-1/3% of the total optioned shares at any time after one (1) year following the Date of Grant.

Second installment. Up to an additional 33-1/3% of the total optioned shares at any time after two (2) years following the Date of Grant.

Third installment. Up to an additional 33-1/3% of the total optioned shares at any time after three (3) years following the Date of Grant.

If an installment covers a fractional share, such installment will be rounded off to the next highest share, except for the final installment, which will be for the balance of the total optioned shares. No Stock Option granted under the Plan may be exercised at any time after ten years from the Date of Grant.

Notwithstanding the foregoing paragraph, Stock Options shall not be exercisable at any time during the six month period which begins on the Date of Grant. Except as otherwise contained herein (see Section 14.7 hereof), Stock Options may not be exercised, nor may shares be issued under a Stock Option (i) until the Plan has been approved by the shareholders of the Company, if necessary to comply with Rule 16b-3 promulgated under the 1934 Act or with the applicable rules or regulations of any stock exchange or inter-dealer quotation system on which the Common Stock is listed or quoted or (ii) if any necessary listing of the shares on a stock exchange or any registration under state or federal securities laws required under the circumstances has not been accomplished.

ARTICLE V

Employees' and Advisors' Stock Options

The following provisions of this Article V shall apply only to Stock Options granted under the Plan to Employees and Advisors of the Company or any of its Subsidiaries.

5.1 Eligibility. The Committee shall, from time to time, select the particular Employees and Advisors of the Company and its Subsidiaries to whom the Stock Options provided under this Article V are to be granted and/or distributed in recognition of each such Employee's or Advisor's contribution to the Company's success.

5.2 Grant of Stock Options. All grants of Stock Options to Employees and Advisors under this Article V shall be awarded by the Committee at such times and for such amounts as the Committee may determine; in the discretion of the Committee, any grant to an Employee may be in the form of an Incentive Stock Option. The grant of Stock Options shall be evidenced by Stock Option Agreements setting forth the total number of shares subject to each Stock Option, the option exercise price, the term of the Stock Option, and such other terms and provisions as are consistent with the Plan.

5.3 Option Exercise Price. The exercise price for a Stock Option granted under this Article V shall be determined by the Committee and shall be an amount not less than 100% of the Fair Market Value per share of the Common Stock on the Date of Grant; the Committee shall determine the Fair Market Value of the Common Stock on the Date of Grant, and shall set forth the determination in its minutes. Notwithstanding anything to the contrary in this Section 5.3, the exercise price of each Stock Option granted under the Plan shall not be less than the par value per share of the Common Stock.

5.4 Option Period. The option period for each Stock Option granted under this Article V will begin and terminate on the respective dates specified by the Committee but may not terminate later than ten years from the Date of Grant. No Stock Option granted under the Plan may be exercised at any time after its term. The Committee may provide that Stock Options granted under this Article V may be exercised in installments and upon such terms, conditions and restrictions as it may determine.

5.5 Payment. Full payment for shares purchased upon exercise of a Stock Option shall be made in (i) cash, (ii) by certified or cashier's check, (iii) if permitted by the Committee, by shares of Common Stock, (iv) if permitted by the Committee, and if permitted under the laws of the State of Texas, by cash or certified or cashier's check for the par value of the shares plus a promissory note for the balance of the purchase price, which note shall provide for full personal liability of the maker and shall contain such other terms and provisions as the Committee may determine, including without limitation the right to repay the note partially or wholly with Common Stock, or (v) by delivery of a copy of irrevocable instructions from the Participant to a broker or dealer, reasonably acceptable to the Company, to sell certain of the shares purchased upon exercise of the Stock Option or to pledge them as collateral for a loan and promptly deliver to the Company the amount of sale or loan proceeds necessary to pay such purchase price. If any portion of the purchase price or a note given at the time of exercise is paid in shares of Common Stock, those shares shall be valued at the then Fair Market Value.

5.6 Exercise of Stock Option. Stock Options granted under the Plan may be exercised during the option period, at such times and in such amounts, in accordance with the terms and conditions and subject to such restrictions as are set forth herein and in the applicable Stock Option Agreements; provided, however, Stock Options shall not be exercisable at any time during the six month period which begins on the Date of Grant. Except as otherwise contained herein (see Section 14.7 hereof), Stock Options may not be exercised, nor may shares be issued under a Stock Option (i) until the Plan has been approved by the

shareholders of the Company, if necessary to comply with Rule 16b-3 promulgated under the 1934 Act or with the applicable rules or regulations of any stock exchange or inter-dealer quotation system on which the Common Stock is listed or quoted or (ii) if any necessary listing of the shares on a stock exchange or any registration under state or federal securities laws required under the circumstances has not been accomplished.

Subject to the provisions of the foregoing paragraph and unless the Committee determines otherwise, the Stock Options granted hereunder shall be exercisable in the following cumulative installments:

First installment. Up to 25% of the total optioned shares at any time after one (1) year following the Date of Grant.

Second installment. Up to an additional 25% of the total optioned shares at any time after two (2) years following the Date of Grant.

Third installment. Up to an additional 25% of the total optioned shares at any time after three (3) years following the Date of Grant.

Fourth installment. Up to an additional 25% of the total optioned shares at any time after four (4) years following the Date of Grant.

Notwithstanding the foregoing, the Committee shall have the right to accelerate the time at which any Stock Option granted to an Employee or Advisor shall become exercisable. If an installment covers a fractional share, such installment will be rounded off to the next highest share, except the final installment, which will be for the balance of the total optioned shares. No Stock Option granted under the Plan may be exercised at any time after ten years from the Date of Grant.

ARTICLE VI

Limitations on Incentive Stock Options

Notwithstanding the terms of Article V hereof, the following provisions of this Article VI shall apply to all Incentive Stock Options granted under the Plan to Employees of the Company or any of its Subsidiaries.

6.1 Stock Ownership Limitation. In the case of an Incentive Stock Option, the Stock Option Agreement shall include provisions that may be necessary to assure that the option is an incentive stock option under the Code. No Incentive Stock Option may be granted to an Employee who owns more than 10% of the total combined voting power of all classes of stock of the Company or its Subsidiaries. This limitation will not apply if the option price is at least 110% of the fair market value of the Common Stock on the Date of Grant and the option is not exercisable more than five years from the Date of Grant.

6.2 Option Period. Notwithstanding the provisions of Sections 4.4 and 5.4 hereof, if an Employee owns or is deemed to own (by

reason of the attribution rules of Section 424(d) of the Code) more than 10% of the combined voting power of all classes of stock of the Company (or any Subsidiary of the Company) and an Incentive Stock Option is granted to such Employee, the term of such Incentive Stock Option (to the extent required by the Code at the time of grant) shall be no more than five years from the Date of Grant.

6.3 Limitation on Exercise of Incentive Stock Options. To the extent required by the Code for incentive stock options, the exercise of Incentive Stock Options granted under the Plan shall be subject to the $100,000 calendar year limit as set forth in Section 422(d) of the Code.

ARTICLE VII

Termination of Employment or Service

In the event a Participant who is an Employee of the Company or any Subsidiary shall cease to be employed by the Company or a Subsidiary, or a Participant who is a Director or Advisor, shall cease to serve as a Director or Advisor, for any reason other than death, retirement, Disability or for cause, (i) the Committee shall have the ability to accelerate the vesting of the Participant's Stock Option (other than a Non-discretionary Stock Option) in its sole discretion, and (ii) such Participant's Stock Option shall be exercisable (to the extent exercisable on the date of termination of employment or service as a Director or Advisor, or, if the Committee, in its discretion, has accelerated the vesting of such Stock Option, to the extent exercisable following such acceleration) (a) if such Stock Option is an Incentive Stock Option or a Non-discretionary Stock Option, at any time within three months after the date of termination of employment or service as a Non-Employee Director, unless by its terms the Stock Option expires earlier; or (b) if such Stock Option is a Nonqualified Stock Option other than a Non-discretionary Stock Option, at any time within one year after the date of termination of employment or service as a Director or Advisor, unless by its terms the Stock Option expires earlier or unless the Committee agrees, in its sole discretion, to further extend the term of such Nonqualified Stock Option; provided that the term of any such Nonqualified Stock Option shall not be extended beyond its initial term. In addition, a Participant's Stock Option may be exercised as follows in the event such Participant ceases to serve as an Employee, Director or Advisor due to death, disability, retirement or for cause:

(a) Death. Except as otherwise limited by the Committee at the time of the grant of a Stock Option, if a Participant dies while employed by the Company or a Subsidiary, or while serving as a Director or Advisor, or within three months after ceasing to be an Employee, Director or Advisor, his Stock Option shall become fully exercisable on the date of his death and shall expire 12 months thereafter, unless by its terms it expires sooner or the Committee agrees, in its sole discretion, to further extend the term of such Stock Option (other than an Incentive Stock Option or a Non-discretionary Stock Option); provided that the term of any such Stock Option shall not be extended beyond its initial term. During such period, the Stock Option may be fully exercised, to the extent that it remains unexercised on the date of death, by the Participant's personal representative or by the distributees to whom the Participant's rights under the Stock Option shall pass by will or by the laws of descent and distribution.

(b) Retirement. If a Participant ceases to be employed by the Company or a Subsidiary, or ceases to serve as a Director or Advisor, as a result of retirement, (i) the Committee shall have

the ability to accelerate the vesting of the Participant's Stock Option (other than a Non-discretionary Stock Option, which shall automatically be accelerated) in its sole discretion, and (ii) the Participant's Stock Option shall be exercisable (to the extent exercisable on the effective date of such retirement or, if the vesting of such Stock Option has been accelerated, to the extent exercisable following such acceleration) (a) if such Stock Option is an Incentive Stock Option or a Non-discretionary Stock Option, at any time three months after the effective date of such retirement, unless by its terms the Stock Option expires earlier, and (b) if such Stock Option is a Nonqualified Stock Option other than a Non-discretionary Stock Option, at any time within one year after the effective date of such retirement, unless by its terms the Stock Option expires sooner or the Committee agrees, in its sole discretion, to further extend the term of such Nonqualified Stock Option; provided that the term of any such Nonqualified Stock Option shall not be extended beyond its initial term.

(c) Disability. If a Participant ceases to be employed by the Company or a Subsidiary, or ceases to serve as a Director or Advisor, as a result of Disability, the Participant's Stock Option shall become fully exercisable and shall expire 12 months thereafter, unless by its terms it expires sooner or, unless the Committee agrees, in its sole discretion, to extend the term of such Stock Option (other than an Incentive Stock Option or Non-discretionary Stock Option); provided that the term of any Stock Option shall not be extended beyond its initial term.

(d) Cause. If a Participant ceases to be employed by the Company or a Subsidiary, or ceases to serve as a Director or Advisor, because the Participant is terminated for Cause, the Participant's Stock Option shall automatically expire.

ARTICLE VIII

Amendment or Discontinuance

Subject to the limitations set forth in this Article VIII, the Board may, without the consent of the Participants, alter, amend, revise, suspend, or discontinue the Plan. The Board may not amend the provisions of Article IV more than once during any six month period unless to comply with changes in the Code or ERISA, or any rules or regulations promulgated thereunder. The Board may not alter, amend, revise, suspend or discontinue the Plan without obtaining approval of the Company's shareholders if such action would (i) materially increase the benefits accruing to Participants under the Plan, (ii) materially increase the number of securities which may be issued under the Plan, or (iii) materially modify the requirements as to eligibility for participation in the Plan. Subject to the foregoing limitations, the Board may amend the Plan or modify the agreements evidencing same in order to comply with any exemption from the operation of Section 16(b) of the 1934 Act. The Committee may also substitute new Stock Options for previously granted Stock Options, including previously granted Stock Options having higher exercise prices.

ARTICLE IX

Effect of the Plan

Neither the adoption of this Plan nor any action of the Board or the Committee shall be deemed to give any Officer or Employee any right to be granted a Stock Option to purchase or receive Common Stock of the Company or any other rights except as may be evidenced by a Stock Option Agreement, or any amendment thereto,

duly authorized by the Committee and executed on behalf of the Company and then only to the extent and upon the terms and conditions expressly set forth therein.

ARTICLE X

Term

The Plan shall be submitted to the Company's shareholders for their approval; however, Stock Options may be granted under the Plan prior to the time of shareholder approval. Unless sooner terminated by action of the Board, the Plan will terminate on the 15th day of September, 2003. Stock Options under the Plan may not be granted after that date, but Stock Options granted before that date will continue to be effective in accordance with their terms and conditions.

ARTICLE XI

Capital Adjustments

If at any time while the Plan is in effect or unexercised Stock Options are outstanding there shall be any increase or decrease in the number of issued and outstanding shares of Common Stock through the declaration of a stock dividend or through any recapitalization resulting in a stock split-up, combination, or exchange of shares of Common Stock, then and in such event:

(i) An appropriate adjustment shall be made in the maximum number of shares of Common Stock then subject to being awarded under grants pursuant to the Plan, to the end that the same proportion of the Company's issued and outstanding shares of Common Stock shall continue to be subject to being so awarded;

(ii) An appropriate adjustment shall be made in the number of shares of Common Stock subject to being awarded to each Non-Employee Director of the Company under Article IV, to the end that the same proportion of the Company's issued and outstanding shares of Common Stock shall continue to be subject to being so awarded; and

(iii) Appropriate adjustments shall be made in the number of shares of Common Stock and the exercise price per share thereof then subject to purchase pursuant to each such Stock Option previously granted and unexercised, to the end that the same proportion of the Company's issued and outstanding shares of Common Stock in each instance shall remain subject to purchase at the same aggregate exercise price.

Any fractional shares resulting from any adjustment made pursuant to this Article XI shall be eliminated for the purposes of such adjustment. Except as otherwise expressly provided herein, the issuance by the Company of shares of its capital stock of any class, or securities convertible into shares of capital stock of any class, either in connection with direct sale or upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Company convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of or exercise price of shares of Common Stock then subject to outstanding Stock Options granted under the Plan.

ARTICLE XII

Recapitalization, Merger and Consolidation

(a) The existence of this Plan and Stock Options granted hereunder shall not affect in any way the right or power of the Company or its shareholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, or any merger, share exchange or consolidation of the Company, or any issue of bonds, debentures, preferred or prior preference stocks ranking prior to or otherwise affecting the Common Stock or the rights thereof (or any rights, options or warrants to purchase same), or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(b) Subject to any required action by the shareholders, if the Company shall be the surviving or resulting corporation in any merger, share exchange or consolidation, any outstanding Stock Option granted hereunder shall pertain to and apply to the securities or rights (including cash, property or assets) to which a holder of the number of shares of Common Stock subject to the Stock Option would have been entitled.

(c) In the event of any merger, share exchange or consolidation pursuant to which the Company is not the surviving or resulting corporation, there shall be substituted for each share of Common Stock subject to the unexercised portions of such outstanding Stock Option that number of shares of each class of stock or other securities or that amount of cash, property or assets of the surviving or consolidated company which were distributed or distributable to the shareholders of the Company in respect of each share of Common Stock held by them, such outstanding Stock Options to be thereafter exercisable for such stock, securities, cash or property in accordance with their terms. Notwithstanding the foregoing, however, all such Stock Options may be cancelled by the Board as of the effective date of any such reorganization, merger or consolidation, or of any proposed sale of substantially all of the assets of the Company, or of any dissolution or liquidation of the Company, by giving notice to each holder thereof or his personal representative of its intention to do so and by permitting the purchase during the thirty (30) day period next preceding such effective date of any or all of the shares subject to such outstanding Stock Options, including shares as to which such Stock Option would not otherwise be exercisable.

(d) In the event of a Change in Control of the Company, then, notwithstanding any other provision in the Plan to the contrary, all unmatured installments of Stock Options outstanding shall thereupon automatically be accelerated and exercisable in full.

(e) In case the Company shall, at any time while any Stock Option under this Plan shall be in force and remain unexpired, (i) sell all or substantially all of its property, or (ii) dissolve, liquidate, or wind up its affairs, then each Participant may thereafter receive upon exercise hereof (in lieu of each share of Common Stock of the Company which such Participant would have been entitled to receive) the same kind and amount of any securities or assets as may be issuable, distributable or payable upon any such sale, dissolution, liquidation, or winding up with respect to each share of Common Stock of the Company. In the event that the Company shall, at any time prior to the expiration of any Stock Option make any partial distribution of its assets in the nature of a partial

liquidation, whether payable in cash or in kind (but excluding the distribution of a cash dividend payable out of retained earnings or earned surplus and designated as such), then in such event the exercise prices then in effect with respect to each option shall be reduced, as of the payment date of such distribution, in proportion to the percentage reduction in the tangible book value of the shares of the Company's Common Stock (determined in accordance with generally accepted accounting principles) resulting by reason of such distribution; provided, that in no event shall any adjustment of exercise prices in accordance with the terms of the Plan result in any exercise prices being reduced below the par value per share of the Common Stock.

(f) Upon the occurrence of each event requiring an adjustment of the exercise price and/or the number of shares purchasable pursuant to Stock Options granted pursuant to the terms of this Plan, the Committee shall mail forthwith to each Participant a copy of its computation of such adjustment which shall be conclusive and shall be binding upon each such Participant.

ARTICLE XIII

Options in Substitution for Stock Options

Granted by Other Corporations

Stock Options may be granted under the Plan from time to time in substitution for stock options held by employees of a corporation who become or are about to become Employees of the Company or a Subsidiary as the result of a merger or consolidation of the employing corporation with the Company or a Subsidiary, the acquisition by either of the foregoing of stock of the employing corporation as the result of which it becomes a Subsidiary or a sale of substantially all of the assets of the employing corporation. The terms and conditions of the substitute options so granted may vary from the terms and conditions set forth in this Plan to such extent as the Committee at the time of grant may deem appropriate to conform, in whole or in part, to the provisions of the options in substitution for which they are granted.

ARTICLE XIV

Miscellaneous Provisions

14.1 Non-Assignability. The Committee may, in its discretion, agree that Nonqualified Stock Options, other than Non-discretionary Stock Options, granted hereunder are transferable by the Participant to members of his immediate family (i.e., parents, children, grandchildren or spouse), trusts for the benefit of such immediate family members and partnerships in which such immediate family members are the only partners, provided that there cannot be any consideration for the transfer.

Except as may be agreed upon by the Committee in accordance with the immediately preceding paragraph, a Stock Option granted to a Participant may not be transferred or assigned, other than (i) by will or the laws of descent and distribution or (ii) pursuant to the terms of a qualified domestic relations order as defined by the Code or Title I of ERISA, provided that in the case of an Incentive Stock Option, such transfer or assignment may occur only to the extent it will not result in disqualifying such option as an incentive stock option under Section 422 of

the Code, or any other successor provision. Subject to the foregoing, during a Participant's lifetime, Stock Options granted to a Participant may be exercised only by the Participant or, subject to the terms hereof and to the extent such exercise would not result in disqualifying such Stock Option as an Incentive Stock Option under Section 422 of the Code (or any other successor provision), by the Participant's guardian or legal representative, and each Stock Option Agreement shall so provide. The designation by a Participant of a beneficiary shall not constitute a transfer of the Stock Option.

14.2 Investment Intent. The Company may require that there be presented to and filed with it by any Participant(s) under the Plan, such evidence as it may deem necessary to establish that the Stock Options granted or the shares of Common Stock to be purchased or transferred are being acquired for investment and not with a view to their distribution.

14.3 No Right to Continue Employment. Nothing in the Plan or the grant of any Stock Option confers upon any Employee the right to continue in the employ of the Company or interferes with or restricts in any way the right of the Company to discharge any Employee at any time (subject to any contract rights of such Employee).

14.4 Shareholders' Rights. The holder of a Stock Option shall have none of the rights or privileges of a shareholder except with respect to shares which have been actually issued.

14.5 Tax Withholding.

(a) Whenever shares of Common Stock are to be issued in satisfaction of a Stock Option granted hereunder, the Company shall have the right to require the Participant to remit to the Company an amount sufficient to satisfy federal, state, local or other withholding tax requirements (whether so required to secure for the Company an otherwise available tax deduction or otherwise) prior to the delivery of any certificate or certificates for such shares.

(b) When an Employee or Advisor participating in the Plan who is not subject to Section 16 of the 1934 Act is required to pay to the Company an amount required to be withheld under applicable income tax laws in connection with the exercise of a Stock Option, such payment may be made in cash or by check, or the Employee or Advisor may satisfy the obligation, in whole or in part, by electing to (i) have the Company withhold a portion of the shares of Common Stock acquired upon the exercise of the Stock Option and having a Fair Market Value on the date on which the amount of tax to be withheld is determined equal to the amount required to be withheld or (ii) deliver to the Company shares of Common Stock already owned by the Employee or Advisor and having a Fair Market Value on the date on which the amount of tax to be withheld is determined equal to the amount required to be withheld.

(c) When an Officer or Director participating in the Plan who is subject to Section 16 of the 1934 Act is required to pay the Company an amount required to be withheld under applicable income tax laws in connection with the exercise of a Stock Option, the withholding obligation may be satisfied, at the option of the Committee, by the Company withholding a portion of

the shares acquired upon the exercise of the Stock Option having a Fair Market Value on the date on which the amount of tax to be withheld is determined equal to the amount required to be withheld.

(d) As a condition to the issuance of shares of Common Stock covered by any Incentive Stock Option, the party exercising such Stock Option shall give a written representation to the Company, which is satisfactory in form and substance to its counsel and upon which the Company may reasonably rely, that he or she will report to the Company any disposition of such shares prior to the expiration of the holding periods specified by Section 422(a)(1) of the Code. If and to the extent that the realization of income in such a disposition imposes upon the Company federal, state, local or other withholding tax requirements, or any such withholding is required to secure for the Company an otherwise available tax deduction, the Company shall have the right to require that the recipient remit to the Company an amount sufficient to satisfy those requirements; and the Company may require as a condition to the issuance of shares of Common Stock covered by an Incentive Stock Option that the party exercising such Stock Option give a satisfactory written representation promising to make such a remittance.

14.6 Indemnification of Board and Committee. No member of the Board or the Committee, nor any Officer or Employee of the Company acting on behalf of the Board or the Committee, shall be personally liable for any action, determination, or interpretation taken or made in good faith with respect to the Plan, and all members of the Board or the Committee and each and any Officer or Employee of the Company acting on their behalf shall, to the extent permitted by law, be fully indemnified and protected by the Company in respect of any such action, determination or interpretation.

14.7 Government Regulations. Notwithstanding any of the provisions hereof, or of any written agreements evidencing Stock Options granted hereunder, the obligation of the Company to sell and deliver shares shall be subject to all applicable laws, rules and regulations and to such approvals by any government agencies or national securities exchanges as may be required. The Participant shall agree not to exercise any Stock Option, and the Company shall not be obligated to issue any shares, if the exercise thereof or if the issuance of shares shall constitute a violation by the Participant or the Company of any provision of any law or regulation of any governmental authority.

ARTICLE XV

Effective Date

The effective date of the Plan, as amended and restated, shall be September 16, 1993, that is, the date on which it was approved and adopted by the Board; provided that any grants to Participants hereunder are conditioned upon approval of the Plan by the shareholders of the Company; and provided further that no Incentive Stock Option may be exercised unless this Plan is approved by a vote of the holders of a majority of the outstanding shares of the Company's Common Stock at a meeting of shareholders of the Company held within twelve (12) months following the date of the Plan's adoption by the Board.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed as of the _____ day of _____, 1994.

By: // Robert B. Holland, III

Robert B. Holland, III
Sr. Vice President, General Counsel

and Secretary

Attest:

// Tamera D. Gibson

Tamera D. Gibson, Asst.Secretary

THIS AGREEMENT CONTAINS PROVISIONS
WHICH ARE SUBJECT TO ARBITRATION UNDER THE
TEXAS GENERAL ARBITRATION ACT (ARTICLE 224
THROUGH 238-6, REVISED CIVIL STATUTES OF TEXAS)

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into by and between TRITON ENERGY CORPORATION (the "Company"), having a business address at 6688 N. Central Expressway, Suite 1400, Dallas, Texas 75206 and _____ ("Employee"), having a mailing address at _____.

W I T N E S S E T H:

WHEREAS, the Company considers the establishment and maintenance of a sound and vital management to be essential to protecting and enhancing the best interests of the Company and its shareholders;

WHEREAS, the Company recognizes that, as is the case with many publicly held corporations, the possibility of a change in control may exist and that such possibility, and the uncertainty and questions which it may raise among management, may result in the departure or distraction of management personnel to the detriment of the Company and its shareholders;

WHEREAS, the Company's Board of Directors has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of members of the Company's management, including Employee, to their assigned duties without distraction in the face of the potentially disturbing circumstances arising from the possibility of a change in control of the Company; and

WHEREAS, in order to induce Employee to remain in the employ of the Company, the Company is willing to agree to provide certain severance benefits to Employee in the event Employee's employment

is terminated subsequent to a "change in control of the Company" (as defined in Section 2 hereof) under the circumstances described below;

NOW, THEREFORE, in consideration of the mutual premises and conditions contained herein, the parties hereto agree as follows:

1. TERM

1.1 Contract Term. This Agreement shall commence on the date hereof, shall continue until December 31, 19 ; provided, however, that commencing January 1, 19 and each January 1st thereafter the term of this Agreement shall automatically be extended for an additional year unless (i) there has been no change of control and (ii) no fewer than thirty (30) days prior to such January 1st date, the Company shall have given notice that it does not wish to extend this Agreement.

1.2 Consideration by Employee. In consideration of the Company's entering into this Agreement, Employee hereby agrees that, for the period commencing on the date hereof and extending through December 31, 19 , Employee will not voluntarily terminate employment with the Company, except in the event of (i) a "change in control" of the Company as provided herein, (ii) a substantial change in Employee's position, duties, compensation or benefits which would be deemed "Good Reason" for Employee to terminate his employment in accordance with Section 3.3 if there were a change of control, or (iii) the Company's consenting to such termination.

2. CHANGE IN CONTROL. No benefits shall be payable hereunder unless there shall have been a change in control of the Company, as set forth below, and Employee's employment by the Company shall thereafter have been terminated within two (2) years of the date of such change in control in accordance with Section 3 below. For purposes of this Agreement, a "change in control of the Company" shall mean the occurrence of any of the following events: (i) there shall be consummated (x) any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of the Company's Common Stock would be converted into cash, securities or other property, other than a merger of the Company in which the holders of the Company's Common Stock immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, or (y) any sale, lease, exchange or other transfer (excluding transfer by way of pledge or hypothecation), in one transaction or a series of related transactions, of all, or substantially all, of the assets of the Company, (ii) the shareholders of the Company approve any plan or proposal for the

liquidation or dissolution of the Company, (iii) any "person" (as such term is defined in Section 3(a)(9) or Section 13(d)(3) under the 1934 Act) or any "group" (as such term is used in Rule 13d-5 promulgated under the 1934 Act), other than the Company or any successor of the Company or any Subsidiary of the Company or any employee benefit plan of the Company or any Subsidiary (including such plan's trustee), becomes, without the prior approval of the Board, a beneficial owner for purposes of Rule 13d-3 promulgated under the 1934 Act, directly or indirectly, of securities of the Company representing 25.0% or more of the Company's then outstanding securities having the right to vote in the election of Directors of the Company, or (iv) during any period of two consecutive years, individuals who, at the beginning of such period constituted the entire Board, cease for any reason (other than death) to constitute a majority of the Directors of the Company, unless the election, or the nomination for election, by the Company's shareholders, of each new Director of the Company was approved by a vote of at least two-thirds of the Directors of the Company then still in office who were Directors of the Company at the beginning of the period.

3. TERMINATION OF EMPLOYMENT FOLLOWING CHANGE IN CONTROL. If any of the events described in Section 2 hereof constituting a change in control of the Company shall have occurred, Employee shall be entitled to the benefits provided in Section 4 hereof upon the subsequent termination of his employment, provided that such termination occurs within two (2) years of a change in control of the Company and unless such termination is (a) because of his death, "Disability" or "Retirement" (as defined in Section 3.1 below), (b) by the Company for "Cause" (as defined in Section 3.2 below), or (c) by Employee other than for "Good Reason" (as defined in Section 3.3 hereof).

3.1 Disability; Retirement

3.1-1 If, as a result of Employee's incapacity due to physical or mental illness, Employee shall have been absent from his duties with the Company on a full-time basis for 120 consecutive business days, and within thirty (30) days after written notice of termination is given Employee shall not have returned to the full-time performance of his duties, the Company may terminate this Agreement for "Disability."

3.1-2 Termination by the Company or Employee of his employment based on "Retirement" shall mean termination in accordance with the Company's retirement policy, including early retirement, generally applicable to its salaried employees or in accordance with any retirement arrangement established with Employee's consent with respect to him.

3.2 Cause. The Company may terminate Employee's employment for "Cause." For the purposes of this Agreement,

the Company shall have "Cause" to terminate Employee's employment hereunder upon (A) the willful and continued failure by Employee to perform his duties with the Company (other than any such failure resulting from incapacity due to physical or mental illness), after a demand for substantial performance is delivered to Employee by the Board which specifically identifies the manner in which the Board believes that he has not substantially performed his duties, or (B) the willful engaging by Employee in gross misconduct materially and demonstrably injurious to the Company. For purposes of this paragraph, no act, or failure to act, on Employee's part shall be considered "willful" unless done, or omitted to be done, by him not in good faith and without reasonable belief that his action or omission was not in the best interest of the Company. Notwithstanding the foregoing, Employee shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to him a copy of a resolution duly adopted by the affirmative vote of not less than two-thirds (2/3d's) of the entire authorized membership of the Board at a meeting of the Board called and held for the purpose (after reasonable notice and an opportunity for Employee, together with counsel, to be heard before the Board), finding that in the good faith opinion of the Board he was guilty of conduct set forth above in clauses (A) or (B) of the first sentence of this paragraph and specifying the particulars thereof in detail.

3.3 Good Reason. Employee may terminate his employment for Good Reason. For purposes of this Agreement, "Good Reason" shall mean:

3.3-1 Without his express written consent, the assignment to Employee of any duties inconsistent with his positions, duties, responsibilities and status with the Company immediately prior to a change in control, or a change in his reporting responsibilities, titles or offices as in effect immediately prior to a change in control, or any removal of Employee from or any failure to re-elect Employee to any of such positions, except in connection with the termination of his employment for Cause, Disability or Retirement or as a result of his death or by Employee other than for Good Reason;

3.3-2 A reduction by the Company in Employee's base salary as in effect on the date hereof or as the same may be increased from time to time;

3.3-3 The Company's requiring Employee to be based anywhere other than the Company's offices at which he was based immediately prior to a change in control except for required travel on the Company's business to an extent

substantially consistent with his present business travel obligations, or, in the event Employee consents to any relocation, the failure by the Company to pay (or reimburse Employee) for all reasonable moving expenses incurred by him relating to a change of his principal residence in connection with such relocation and to indemnify Employee against any loss (defined as the difference between the actual sale price of such residence and the higher of (a) his aggregate investment in such residence or (b) the fair market value of such residence as determined by a real estate appraiser designated by Employee and reasonably satisfactory to the Company) realized on the sale of Employee's principal residence in connection with any such change of residence;

3.3-4 The failure by the Company to continue in effect any benefit or compensation plan (including but not limited to the Company's Employee Stock Option Plan, pension plan, life insurance plan, health and accident plan or disability plan) in which Employee is participating at the time of a change in control of the Company (or plans providing substantially similar benefits), the taking of any action by the Company which would adversely affect Employee's participation in or materially reduce his benefits under any of such plans or deprive him of any material fringe benefit enjoyed by him at the time of the change in control, or the failure by the Company to provide Employee with the number of paid vacation days to which he is then entitled on the basis of years of service with the Company in accordance with the Company's normal vacation policy in effect on the date hereof;

3.3-5 Any failure of the Company to obtain the assumption of the agreement to perform this Agreement by any successor as contemplated in Section 5 hereof; or

3.3-6 Any purported termination of Employee's employment which is not effected pursuant to a Notice of Termination satisfying the requirements of Section 3.4 below (and, if applicable, Section 3.2 above); and for purposes of this Agreement, no such purported termination shall be effective.

3.4 Notice of Termination. Any termination by the Company pursuant to Sections 3.1 and 3.2 above or by Employee pursuant to Section 3.3 above shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision

in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Employee's employment under the provision so indicated. In the event that Employee seeks to terminate his employment with the Company pursuant to Section 3.3 above, he must communicate his written Notice of Termination to the Company within sixty (60) days of being notified of such action or actions by the Company which constitute Good Reasons for termination.

3.5 Date of Termination. "Date of Termination" shall mean (i) if this Agreement is terminated for Disability, thirty (30) days after Notice of Termination is given (provided that Employee shall not have returned to the performance of his duties on a full-time basis during such thirty (30) day period); (ii) if Employee's employment is terminated pursuant to Section 3.3 above, the date is specified in the Notice of Termination; and (iii) if Employee's employment is terminated for any other reason, the date on which a Notice of Termination is given; provided that, if within thirty (30) days after any Notice of Termination is given the party receiving such Notice of Termination notifies the other party that a dispute exists concerning the termination, the Date of Termination shall be the date on which the dispute is finally determined, either by mutual written agreement of the parties, by a binding and final arbitration award or by a final judgment, order or decree of a court of competent jurisdiction (the time for appeal therefrom having expired and no appeal having been perfected).

4. COMPENSATION UPON TERMINATION OR DURING DISABILITY.

4.1 Disability. During any period that Employee fails to perform his duties hereunder as a result of incapacity due to physical or mental illness, he shall continue to receive his full base salary at the rate then in effect and any installments of deferred portions of awards under the Plan paid during such period until this Agreement is terminated pursuant to Section 3 hereof. Thereafter, Employee's benefits shall be determined in accordance with the Company's Long-Term Disability Income Insurance Plan, or a substitute plan then in effect.

4.2 Termination for Cause. If Employee's employment shall be terminated for Cause, the Company shall pay Employee his full base salary through the Date of Termination at the rate in effect at the time Notice of Termination is given and the Company shall have no further obligations to Employee under this Agreement.

4.3 Termination Without Cause. If the Company shall

terminate Employee's employment other than pursuant to Sections 3.1 or 3.2 hereof or if Employee shall terminate his employment for Good Reason, then the Company shall pay to Employee as severance pay in a lump sum not later than the tenth (10th) day following the Date of Termination, the following amounts:

4.3-1 Employee's full base salary through the Date of Termination at the rate in effect at the time of Notice of Termination is given;

4.3-2 In lieu of any further salary payments to Employee for periods subsequent to the Date of Termination, an amount equal to the product of (a) Employee's annual base salary at the rate in effect as of the Date of Termination multiplied by (b) the number two (2);

4.3-3 In lieu of shares of common stock of the Company, par value $1 per share ("Company Shares") issuable upon exercise of options ("Options"), if any, granted to Employee under the Company's Non-Qualified Stock Option Plans (which Options shall be canceled upon the making of the payment referred to below), Employee shall receive an amount in cash equal to the aggregate spread between the exercise prices of all Options held by Employee whether or not then fully exercisable, and the highest price per Company Share of Common Stock actually paid in connection with any change in control of the Company (such price being hereinafter referred to as "Termination Price"); and

4.3-4 The Company shall also pay all relocation and indemnity payments as set forth in Section 3.3-4 hereof, and all legal fees and expenses incurred by Employee as a result of such termination (including all such fees and expenses, if any, incurred in contesting or disputing any such termination or in seeking to obtain or enforce any right or benefit provided by this Agreement).

4.3-5 In the event the Employee is subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code") as a result of a "change in control of the Company," an amount equal to the product of (a) 25% multiplied by (b) the amount of any "excess parachute payment" received or receivable by the Employee under this Agreement, under any stock option agreement, or under any other agreement, arrangement, or plan in which the Employee participates; for purposes of this Agreement, "excess parachute payment" has the meaning given to such term by Section 280G(b) of the

Code.

4.4 Benefit Plans. Unless Employee is terminated for Cause, the Company shall maintain in full force and effect for the continued benefit of Employee, for a two-year period after the Date of Termination, all employee benefit plans and programs or arrangements in which Employee was entitled to participate immediately prior to the Date of Termination provided that his continued participation is possible under the general terms and provisions of such plans and programs. In the event that Employee's participation in any such plan or program is barred, the Company shall arrange to provide Employee with benefits substantially similar to those which he is entitled to receive under such plans and programs. At the end of the period of coverage, Employee shall have the option to have assigned to him at no cost and with no appointment of prepaid premiums, any assignable insurance policy owned by the Company and relating specifically to him.

4.5 Additional Benefits. If the Company shall terminate Employee's employment other than pursuant to Section 3.1 or 3.2 hereof or if Employee shall terminate his employment for Good Reason, then in addition to the benefits to which Employee is entitled under the retirement plans or programs in which Employee participates or any successor plans or programs in effect on the date of termination of his employment hereunder, the Company shall pay Employee in one sum in case at his normal retirement age (or earlier retirement age should Employee so elect) as defined in the retirement plans or programs in which Employee participates or any successor plans or programs in effect on the Date of Termination hereunder, an amount equal to the actuarial equivalent of the retirement pension to which Employee would have been entitled under the terms of such retirement plans or programs without regard to "vesting" thereunder, had he accumulated three (3) additional years of continuous service (after any termination pursuant to Section 3) at his base salary rate in effect on the Date of Termination (including subsequent Annual Salary Adjustments) under such retirement plans or programs reduced by the single sum actuarial equivalent of any amounts to which he is entitled pursuant to the provisions of said retirement plans and programs. For purposes of this Section 4.5, "actuarial equivalent" shall be determined using the same methods and assumptions utilized under the Company's retirement plans and programs immediately prior to the change in control.

4.6 Automobiles. Upon Employee's termination for any reason, the Company shall enable Employee to purchase the automobile, if any, which the Company was providing for Employee's use at the time Notice of Termination was given at the wholesale value of such automobile at such time.

4.7 Mitigation of Amounts Payable Hereunder. Employee shall not be required to mitigate the amount of any payment provided for in this Section 4 by seeking other employment or otherwise, nor shall the amount of any payment provided for in this Section 4 be reduced by any compensation earned by Employee as the result of employment by another employer after the Date of Termination, or otherwise.

5. SUCCESSORS; BINDING AGREEMENT.

5.1 Successors of the Company. The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by agreement in form and substance satisfactory to Employee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle Employee to compensation from the Company in the same amount and on the same terms as Employee would be entitled hereunder if Employee terminated his employment for Good Reason, except that for purposes of implementing the foregoing, the date on which any such succession becomes effective shall be deemed the Date of Termination. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this Section 5 or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

5.2 Employee's Heirs, etc. This Agreement shall inure to the benefit of and be enforceable by Employee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If Employee should die while any amounts would still be payable to him hereunder as if he had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to his devisee, legatee, or other designee or, if there be no such designee, to his estate.

6. NOTICE. For the purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth on the first page of this Agreement, provided that all

notices to the Company shall be directed to the attention of the Chief Executive Officer of the Company with a copy to the Secretary of the Company, or to such other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

7. MISCELLANEOUS. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by Employee and such officer as may be specifically designated by the Board of Directors of the Company (which shall in any event include the Company's Chief Executive Officer). No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

8. VALIDITY. The invalidity or unenforceability of any provisions of this Agreement shall not effect the validity or enforceablity of any other provision of this Agreement, which shall remain in full force and effect.

9. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

10. GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of Texas.

11. ARBITRATION. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Dallas, Texas (in accordance with the rules of the American Arbitration Association then in effect). Notwithstanding the pendency of any such dispute or controversy, the Company will continue to pay Employee his full compensation in effect when the notice giving rise to the dispute was given (including, but not limited to, base salary and installments under the Plan) and continue Employee as a participant in all compensation, benefit and insurance plans in which he was participating when the notice giving rise to the dispute was given, until the dispute is finally resolved in accordance with Section 3.5 hereof. Amounts paid under this paragraph are in addition to all other amounts due under this Agreement and shall not be offset against or reduce any other amounts due under this Agreement. Judgment may be entered on the arbitrator's award in any court having jurisdiction; provided, however, that Employee shall be entitled to seek specific performance of his right to be paid until the Date of Termination

during the pendency of any dispute or controversy arising under or in connection with this Agreement.

12. CAPTIONS AND GENDER. The use of captions and Section headings herein is for the purposes of convenience only and shall not effect the interpretation or substance of any provisions contained herein. Similarly, the use of the masculine gender with respect to pronouns in this Agreement is for purposes of convenience and includes either sex who may be a signatory.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the _____ day of _____, 19___.

TRITON ENERGY CORPORATION

By:_____

Name:_____

Title:_____

(EMPLOYEE)

_____

TRITON ENERGY CORPORATION
AMENDED AND RESTATED
RESTRICTED STOCK PLAN

PURPOSES OF THE PLAN

The Plan is intended to provide a method whereby Employees of the Company and its subsidiaries who are largely responsible for the management, growth and protection of the business, and who are presently making and are expected to continue making substantial contributions to the successful growth of the Company, may be offered additional incentives and may be stimulated by personal involvement in the success of the Company to continue in the service of the Company. The Plan is intended to encourage ownership of Common Stock by Employees of the Company and its designated subsidiaries and to provide additional incentives for the employees to promote the success of the business of the Company and its designated subsidiaries.

In order to maintain flexibility in the award of benefits under the Plan, the Plan is comprised of two parts: the Restricted Plan and the Purchase Plan. The Purchase Plan is intended to qualify as an employee stock purchase plan within the meaning of Section 423 of the Code.

The Plan and all transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3 or its successors under the Exchange Act. To the extent that any provision of the Plan or action by the Board fails to so comply, it will be deemed null and void, to the extent permitted by law and deemed advisable by the Board.

Capitalized terms used herein are defined below in Section 1.2.

ARTICLE I

GENERAL PROVISIONS OF PLAN

Section 1.1 Applicability of General Provisions. Unless otherwise expressly provided, the Restricted Plan and the Purchase Plan shall be subject to the General Provisions of the Plan set forth below.

Section 1.2 Definitions. As used in this Plan, the following terms will have the meanings respectively assigned to them below:

a. "Board" shall mean the Board of Directors of the Company.

b. "Code" shall mean the Internal Revenue Code of 1986, as amended.

c. "Common Stock" shall mean the common stock, $1.00 par value per share, of the Company.

d. "Company" shall mean Triton Energy Corporation, a Texas corporation.

e. "Committee" shall mean the Compensation Committee of the Board, which shall consist of at least three members of the Board, none of whom shall be an Employee and each of whom shall qualify as a "disinterested person," as defined in Rule 16b-3 promulgated under Section 16 of the Exchange Act.

f. "Employee" shall mean an employee (including a director who is also an employee) of the Company or any subsidiary of the Company.

g. "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

h. "Option" shall mean an option to purchase shares of Common Stock granted under the Purchase Plan.

i. "Plan" shall mean the Triton Energy Corporation Amended and Restated Restricted Stock Plan.

j. "Purchase Plan" shall mean the portion of the Plan as it relates to the grants of Options, as more fully described in Article III of the Plan.

k. "Restricted Plan" shall mean the portion of the Plan as it relates to the grants of Restricted Stock, as more fully described in Article II of the Plan.

l. "Restricted Stock" shall mean Common Stock granted under the Restricted Plan.

Section 1.3 Administration of the Plan. This Plan shall be administered by the Committee. The Committee will have authority to interpret the Plan, to prescribe, amend, and rescind rules and regulations relating to the Plan, to determine the terms of Options and Restricted Stock granted under the Plan, and to make all other determinations necessary or advisable for the administration of the

Plan. All questions arising under the Plan and the determination of such questions shall be made by the Committee and shall be final.

Section 1.4 Stock Subject to the Plan. The maximum aggregate number of shares of Common Stock subject to the Plan shall be 50,000, subject to adjustments made in accordance with Section 1.9 and Section 3.10 of the Plan. Shares of Common Stock to be distributed and sold under the Plan may be made available from either authorized but unissued Common Stock or Common Stock held by the Company in its treasury. If any Option expires or terminates for any reason without having been exercised in full or if shares of Restricted Stock are reacquired by the Company pursuant to the provisions of Section 2.2 of the Plan, the shares not purchased or distributed will again be available for issuance under the Plan.

Section 1.5 Effective Date of Plan. The Plan, as originally adopted, became effective on August 21, 1984. The Plan, as amended and restated, shall be effective on September 16, 1993, subject to its approval by: (i) unanimous written consent of the shareholders of the Company, or (ii) a majority of the shareholders of the Company voting in person or by proxy at a meeting of shareholders, which approval shall be obtained within twelve months of the such date.

Section 1.6 Term of the Plan. Unless earlier terminated pursuant to the provisions of Section 1.7, the Plan shall terminate on September 15, 2003.

Section 1.7 Amendment, Suspension or Termination of the Plan in Whole or in Part. The Board may amend, suspend or terminate the Plan in whole or in part at any time; provided that no such amendment, suspension or modification shall, without approval by the holders of a majority of the outstanding shares of stock voting on the question, increase the maximum number of shares purchasable and reserved under Section 1.4 or extend the term of the Plan; and provided further that without such shareholder approval, no amendment to the Plan shall be effective that materially increases the benefits accruing to participants in the Plan, materially increases the number of securities that may be issued under the Plan or materially modifies the requirements as to eligibility for participation in the Plan, all within the meaning of Rule 16b-3 promulgated under the Exchange Act. No amendment, suspension or termination of the Plan shall, without the consent of the Employee who has received Restricted Stock or an Option, alter or impair any of that Employee's shares of Restricted Stock or Options or the Company's obligations with respect to any shares of Restricted Stock or Options granted under the Plan prior to that amendment, suspension or termination.

Section 1.8 Government Regulations. The Company may postpone the issuance and delivery of shares of Common Stock under the Plan

in the event any applicable governmental actions, statutory or otherwise, prohibit or make inadvisable such issuance and delivery. As a condition to the exercise of any right given under the Plan, the Company may require the person exercising such right to represent and agree, by investment letter or other document in form prescribed by the Committee, that he is acquiring the shares in question for his own account for investment and not with a view to or in connection with any distribution thereof. The Plan shall be governed by the laws of the State of Texas.

Section 1.9 Adjustments. If the outstanding shares of Common Stock of the Company are increased, decreased, changed into or exchanged for a different number or kind of shares or securities through merger, consolidation, combination, exchange of shares, other reorganization, recapitalization, reclassification, stock dividend, stock split or reverse stock split, an appropriate and proportionate adjustment shall be made in the maximum number and kind of shares as to which Restricted Stock and Options may be granted under the Plan.

Section 1.10 Expenses of Administration. All costs and expenses incurred in the operation and administration of the Plan shall be borne by the Company.

Section 1.11 No Agreement to Employ. Nothing in the Plan shall be construed as giving any Employee of the Company an agreement or understanding, express or implied, that the Company shall continue to employ any individual whether or not a participating Employee in the Plan.

ARTICLE II

RESTRICTED PLAN

Section 2.1 Eligibility of Recipients. Shares of Restricted Stock will be issued under this Restricted Plan only to persons who are Employees on the date of issue. Subject to the terms, provisions and conditions of this Restricted Plan, the Committee shall have exclusive jurisdiction to select the Employees to whom shares of Restricted Stock shall be issued under this Restricted Plan, to determine the number of shares to be issued to each person at each time, to determine the time or times when shares shall be issued, and to prescribe the form, which shall be consistent with this Restricted Plan, of the instruments evidencing any issuance under this Restricted Plan and the legend, if any, to be affixed to the stock certificates representing shares of Common Stock issued under the Restricted Plan. Restricted Stock may be issued to the same person on more than one occasion.

Section 2.2 Transfer Restrictions. Shares of Restricted Stock issued to an Employee under this Restricted Plan shall not be sold, transferred or otherwise disposed of and shall not be pledged or otherwise hypothecated (any such sale, transfer or other disposition, pledge or other hypothecation being referred to as "to dispose of" or a "disposition"), and in the event of termination of employment for any reason, such shares shall be returned to and become the property of the Company, except as follows:

a. The obligation not to dispose of shares of Restricted Stock acquired under this Restricted Plan and the right of the Company to receive such shares pursuant to this Section 2.2 (such obligation and right being referred to collectively as the "restrictions") shall lapse as to 1/3 of such shares on the second anniversary date of the effective date of issuance and as to an additional 1/3 of the original amount of such shares on the third and fourth anniversaries of the effective date of issuance of such shares.

b. In the event of termination of employment by reason of death, the restrictions shall lapse as of the date of an Employee's death as to any shares that have not been released in accordance with subsection a.

c. Termination of employment by reason of retirement (at early, normal, or late retirement or for reasons of disability) under the Triton Energy Corporation Retirement Income Plan (and its successors) with the consent of the Company or the subsidiary by which the Employee is employed shall not be considered a termination of employment requiring a return of any shares to the Company, and the restrictions on the shares shall lapse as of the date of an Employee's retirement as to any shares that have not been released from the restrictions in accordance with subsection a.

d. In the event of termination of employment for any reason other than death or retirement as specified in subsections b. and c. above, the Committee may, in its sole discretion, waive the restrictions set forth in this Section 2.2 with respect to any or all of the restricted shares if the Committee determines such waiver to be in the best interest of the Company.

e. Notwithstanding the preceding provisions of this Section 2.2, all restrictions discussed herein shall lapse automatically prior to the expiration of the restrictions upon the occurrence of any of the following events: (i) there shall be consummated (x) any consolidation or merger of the Company in which the Company is not the

continuing or surviving corporation or pursuant to which shares of the Company's Common Stock would be converted into cash, securities or other property, other than a merger of the Company in which the holders of the Company's Common Stock immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, or (y) any sale, lease, exchange or other transfer (excluding transfer by way of pledge or hypothecation), in one transaction or a series of related transactions, of all or substantially all of the assets of the Company, (ii) the shareholders of the Company approve any plan or proposal for the liquidation or dissolution of the Company, (iii) any "person" (as such term is defined in Section 3(a)(9) or Section 13(d)(3) of the Exchange Act) or any "group" (as such term is used in Rule 13d-5 promulgated under the Exchange Act), other than the Company or any successor of the Company or any subsidiary of the Company or any employee benefit plan of the Company or any subsidiary (including such plan's trustee), becomes, without the prior approval of the Board, a beneficial owner for purposes of Rule 13d-3 promulgated under the Exchange Act, directly or indirectly, of securities of the Company representing 25.0 percent or more of the Company's then outstanding securities having the right to vote in the election of directors of the Company, or (iv) during any period of two consecutive years, individuals who, at the beginning of such period constituted the entire Board, cease for any reason (other than death) to constitute a majority of the directors of the Company, unless the election, or the nomination for election, by the Company's shareholders, of each new director of the Company was approved by a vote of at least two-thirds of the directors of the Company then still in office who were directors of the Company at the beginning of the period.

The Committee may require any Employee to whom shares of Restricted Stock are issued to execute and deliver to the Company a stock power in blank with respect to the shares issued and may require that the Company retain possession of the certificates for shares with respect to which the restrictions have not lapsed. Notwithstanding retention of certificates by the Company, the Employee in whose name certificates are issued shall have all rights (including dividend and voting rights) with respect to the shares represented by such certificates, subject to the terms, conditions and restrictions specified under this Restricted Plan.

Section 2.3 Notice to Company of Employee's Election. Any Employee who exercises the election under Section 83(b) of the Code to have his receipt of shares of Restricted Stock taxed currently without regard to the restrictions shall give notice to the Company

of such election immediately upon making the election. Such an election must be made within thirty days of the effective date of issuance and cannot be revoked except with the consent of the Internal Revenue Service, as required by the Treasury Regulations. A Statement of Election form is available from the Company.

Section 2.4 Issuance. The effective date of issuance and the number of shares to be issued shall be specified in a letter from the Company to each Employee to whom shares are issued.

Section 2.5 Withholding. The Company is authorized to withhold any tax required to be withheld from the amount considered as taxable compensation to the Employee. In the event that funds are not otherwise available to cover any required withholding tax, the Employee shall be required to provide such funds before shares shall be issued to him.

ARTICLE III

PURCHASE PLAN

Section 3.1 Definitions. As used in this Purchase Plan, the following terms will have the meanings respectively assigned to them below:

a. "Base Compensation" shall mean annual or annualized base compensation of an Eligible Employee, exclusive of commissions, overtime pay, cash bonuses, contributions to employee benefit plans, or other fringe benefits.

b. "Beneficiary" shall mean, in the event of the death of the Optionee, the person or persons designated as beneficiary in the Optionee's Payroll Deduction Authorization or, if no such beneficiary is named, the person or persons to whom the Option is transferred by will or under the applicable laws of descent and distribution.

c. "Compensation" shall mean Base Compensation or Gross Compensation, as appropriate.

d. "Eligible Employee" shall mean a person who is eligible under the provisions of Section 3.2 to receive an Option as of a particular Offering Commencement Date.

e. "Gross Compensation" shall means Base Compensation plus commissions, overtime pay and cash bonuses.

f. "Market Value" shall mean, as of a particular date, the closing price of the Common Stock on the New York Stock

Exchange.

g. "Offering Commencement Date" shall mean the first Trading Day of an Offering Period.

h. "Offering Period" shall mean a semi-annual period, either January 1 to June 30 or July 1 to December 31.

i. "Offering Termination Date" shall mean the last Trading Day of an Offering Period.

j. "Optionee" shall mean an Eligible Employee to whom an Option is granted.

k. "Option Shares" shall mean shares of Common Stock purchasable under an Option.

l. "Participating Employer" shall mean the Company or any Related Corporations that have been designated by the Board as corporations whose Eligible Employees may receive Options. The following corporations have been designated as Participating Employers for purposes of the Plan: Triton Energy Corporation.

m. "Payroll Deduction Authorization" shall mean the instrument by which an Optionee authorizes a Participating Employer to withhold payroll deductions from his Compensation and makes certain other elections as provided therein.

n. "Related Corporation" shall mean any corporation that is or during the term of the Purchase Plan becomes a parent corporation of the Company, as defined in Section 424(e) of the Code, or a subsidiary corporation of the Company, as defined in Section 424(f) of the Code.

o. "Trading Day" shall mean a day on which the Common Stock is traded on the New York Stock Exchange.

Section 3.2 Persons Eligible to Receive Options. Each Employee of a Participating Employer will be granted an Option on each Offering Commencement Date on which such Employee meets all of the following requirements:

a. The Employee is customarily employed by a Participating Employer for more than twenty hours per week and for more than five months per calendar year and has been employed by one or more Participating Employers for at least six months (consecutive or nonconsecutive) prior to the applicable Offering Commencement Date.

b. The Employee will not, after grant of the Option, own stock possessing five percent or more of the total combined voting power or value of all classes of stock of the Company or of any Related Corporation. For purposes of this subsection b., the rules of Section 424(d) of the Code will apply in determining the stock ownership of the Employee and Option Shares that the Employee may purchase under outstanding Options will be treated as stock owned by the Employee.

c. Upon grant of the Option, the Employee's rights to purchase stock under all employee stock purchase plans (as defined in Section 423(b) of the Code) of the Company and all Related Corporations will not accrue at a rate that exceeds $25,000 of fair market value of the Common Stock (determined as of the grant date) for each calendar year in which such Option is outstanding at any time. The accrual of rights to purchase Common Stock will be determined in accordance with Section 423(b)(8) of the Code.

Section 3.3 Terms and Conditions of Options. All Options granted on a particular Offering Commencement Date will comply with the terms and conditions set forth in Sections 3.4 through 3.14 of the Plan. Subject to subsection 3.2 c. and Section 3.12, each Option granted on a particular Offering Commencement Date will entitle the Optionee to purchase that number of Option Shares equal to the result of $12,500 divided by the Market Value of one Option Share on the Offering Commencement Date and then rounded down, if necessary, to the nearest whole number.

Section 3.4 Purchase Price. The purchase price of Option Shares will be 85 percent of the lesser of the following: (i) the Market Value of the shares as of the Offering Commencement Date, or (ii) the Market Value of the shares as of the Offering Termination Date.

Section 3.5 Restrictions on Transfer. Options may not be transferred otherwise than by will or under the laws of descent and distribution. An Option may not be exercised by anyone other than the Optionee during the lifetime of the Optionee. Option Shares may be sold or otherwise transferred by the Optionee without restriction. The Optionee will agree in the Payroll Deduction Authorization to notify the Company of any sale of the Option Shares within two years after the Offering Commencement Date for those Option Shares.

Section 3.6 Expiration. Each Option will expire at the close of business on the applicable Offering Termination Date or on such earlier date as may result from the operation of Section 3.7, below.

Section 3.7 Termination of Employment of Optionee. If an

Optionee ceases for any reason other than retirement or death to be continuously employed by a Participating Employer, whether due to voluntary severance, involuntary severance, transfer or disaffiliation of a Related Corporation with the Company, his Option will immediately expire and the Optionee's accumulated payroll deductions will be returned by the Company. For purposes of this Section 3.7, an Optionee will be deemed to be employed throughout any leave of absence for military service, illness or other bona fide purpose that does not exceed the longer of ninety days or the period during which the Optionee's reemployment rights are guaranteed by statute or by contract. If the Optionee does not return to active employment prior to the termination of such period, his employment will be deemed to have ended on the ninety-first day of such leave of absence.

Section 3.8 Retirement of Optionee. If an Optionee retires within three months after an Offering Commencement Date, the Optionee's Option will immediately expire and the Optionee's accumulated payroll deductions will be returned by the Company. If an Optionee retires more than three months after an Offering Commencement Date, the Optionee will be entitled to: (i) withdraw the Optionee's accumulated payroll deductions, or (ii) purchase Option Shares on the Offering Termination Date to the extent that the Optionee would be so entitled had the Optionee continued to be employed by a Participating Employer. The number of Option Shares purchasable will be limited by the amount of the Optionee's accumulated payroll deductions as of the date of the Optionee's retirement.

Section 3.9 Death of Optionee. If an Optionee dies, the Optionee's Beneficiary will be entitled to: (i) withdraw the Optionee's accumulated payroll deductions, or (ii) purchase Option Shares on the Offering Termination Date to the extent that the Optionee would be so entitled had the Optionee continued to be employed by a Participating Employer. The number of Option Shares purchasable will be limited by the amount of the Optionee's accumulated payroll deductions as of the date of the Optionee's death. An Option will be deemed exercised only if the Beneficiary submits to the Participating Employer a written request that the Option be exercised. Accumulated payroll deductions not withdrawn or applied to the purchase of Option Shares as of an Offering Termination Date will be delivered by the Company to the Beneficiary within a reasonable time after the Offering Termination Date.

Section 3.10 Capital Changes Affecting the Common Stock. In the event that, between the Offering Commencement Date and the Offering Termination Date of an Option, a stock dividend is paid or becomes payable in respect of the Common Stock or there occurs a split-up or contraction in the number of shares of Common Stock, the number of shares for which the Option may thereafter be exercised and the price to be paid for each such share will be proportionately

adjusted. In the event that, after the Offering Commencement Date, there occurs a reclassification or change of outstanding shares of Common Stock or a consolidation or merger of the Company with or into another corporation or a sale or conveyance, substantially as a whole, of the property of the Company, the Optionee will be entitled on the Offering Termination Date to receive shares of stock or other securities equivalent in kind and value to the shares of stock he would have held if he had exercised the Option in full immediately prior to such reclassification, change, consolidation, merger, sale or conveyance and had continued to hold such shares (together with all other shares and securities thereafter issued in respect thereof) until the Offering Termination Date. In the event that there is to occur a recapitalization involving an increase in the par value of the Common Stock that would result in a par value exceeding the exercise price under an outstanding Option, the Company will notify the Optionee of such proposed recapitalization immediately upon its being recommended by the Board to the Company's stockholders, after which the Optionee will have the right to exercise his Option prior to such recapitalization; if the Optionee fails to exercise the Option prior to recapitalization, the exercise price under the Option will be appropriately adjusted. In the event that, after the Offering Commencement Date, there occurs a dissolution or liquidation of the Company, except pursuant to a transaction to which Section 424(a) of the Code applies, each Option will terminate, but the Optionee will have the right to exercise his Option prior to such dissolution or liquidation.

Section 3.11 Payroll Deductions. An Optionee may purchase Option Shares under an Option during any particular Offering Period by completing and returning to the Human Resources Department of the Company at least ten days prior to the beginning of such Offering Period a Payroll Deduction Authorization indicating a percentage (which will be a full integer between one and fifteen) of either his Gross Compensation or his Base Compensation that is to be withheld each pay period; provided that once a Payroll Deduction Authorization is received by the Human Resources Department it will continue to be effective for all Offering Periods until it is changed or terminated by submitting an additional Payroll Deduction Authorization. The Optionee will not be permitted to change the percentage of Compensation withheld during an Offering Period. The Optionee may withdraw any or all of his accumulated payroll deductions by submitting a written request to the Human Resources Department of the Company no later than two weeks prior to the Offering Termination Date. The percentage of Compensation withheld may be changed from one Offering Period to another.

Section 3.12 Exercise of Options. On the Offering Termination Date, the Optionee will purchase the number of Option Shares purchasable by his accumulated payroll deductions, or, if less, the maximum number of Option Shares subject to the Option as provided in Section 3.3; provided, that:

a. If the total number of Option Shares that all Optionees elect to purchase, together with any Option Shares already purchased under the Purchase Plan, exceeds the total number of Option Shares that may be purchased under the Purchase Plan pursuant to the Plan, the number of Option Shares that each Optionee is permitted to purchase will be decreased pro rata based on the Optionee's accumulated payroll deductions in relation to all accumulated payroll deductions withheld under the Purchase Plan during the Offering Period.

b. If the number of Option Shares purchasable includes a fraction, such number may be adjusted to the next smaller whole number and the purchase price may be adjusted accordingly or the Option Shares may be purchased in fractional shares as determined by the Committee.

Subject to Section 3.9, accumulated payroll deductions not withdrawn prior to the Offering Termination Date pursuant to Section 3.11 will be applied automatically by the Company toward the purchase of Option Shares or, to the extent in excess of the aggregate purchase price of the Option Shares then purchasable by the Optionee, refunded to the Optionee.

Section 3.13 Delivery of Common Stock. Within a reasonable time after the Offering Termination Date, the Company will deliver or cause to be delivered to or for the account of the Optionee a certificate or certificates for the number of Option Shares purchased by the Optionee as of such Offering Termination Date. A stock certificate representing the number of Option Shares purchased will be issued in the name or for the account of the Optionee (or in the event of the death of the Optionee, in the name or for the account of the Beneficiary), or if the Optionee's Payroll Deduction Authorization so specifies, in the name or for the account of the Optionee and another person of legal age as joint tenants with right of survivorship. If any law or applicable regulation of the Securities and Exchange Commission or other body having jurisdiction requires that the Company or the Optionee take any action in connection with the Option Shares being purchased under the Option, delivery of the certificate or certificates for such Option Shares will be postponed until the necessary action has been completed, which action will be taken by the Company at its own expense, without unreasonable delay. The Optionee will have no rights as a stockholder in respect of Option Shares for which he has not received a certificate. At the direction of the Committee, certificates representing Option Shares may be held in "street name" by the agent selected by the Committee to assist with the administration of the Plan. Any shares so held shall be deemed to have been received by the Optionee at the time such shares are reflected on the books and records of the Committee's agent.

Section 3.14 Return of Accumulated Payroll Deductions. In the event that the Optionee or the Beneficiary is entitled to the return of accumulated payroll deductions, whether by reason of voluntary withdrawal, termination of employment, retirement, death or in the event that accumulated payroll deductions exceed the price of Option Shares purchased, such amount will be returned within a reasonable time by the Company to the Optionee or the Beneficiary, as the case may be. Accumulated payroll deductions held by the Company will not bear interest.

GUARANTY

For value received the undersigned ("Guarantor") unconditionally and absolutely guarantees payment to Comerica Bank-Texas of the City of Dallas, State of Texas, and its assigns (the "Noteholder"), the certain indebtedness in the amount of $1,300,000.00 evidenced by the Promissory Note ("Note") dated December 10, 1993, with Thomas G. Finck and Carole C. Finck being the Maker and all amounts to become due and owing thereunder, including, but not limited to, principal, interest and attorneys' fees.

Guarantor waives diligence on the part of Noteholder and its assigns in the collection of said indebtedness and agrees that said Noteholder shall be under no obligation to notify Guarantor of the acceptance hereof or any renewals or extensions of said indebtedness. Guarantor further expressly waives all notices, demands for payment, presentations for payment, notices of intention to accelerate the maturity, notices of the election to accelerate the maturity, protests and notices of protests, as to the indebtedness covered hereby and as to each, every and all installments thereof, whether before or after such installments are due.

This Guaranty is in addition to such other security, if any, as Noteholder now or hereafter may have. Noteholder may surrender or release all or any part of such other security without in any way affecting Guarantor's liability hereunder. It shall not be necessary for Noteholder in order to enforce payment by Guarantor of said indebtedness, to first institute suit or pursue or exhaust its remedies against Maker, or against any other security which Noteholder may have.

Guarantor agrees that this Guaranty shall continue in full force and effect notwithstanding the death, release by agreement or by operation of law, or the extension of time to any other Guarantor or Guarantors. This Guaranty shall also be binding on Guarantor, Guarantor's successors and assigns.

If Noteholder enforces payment by Guarantor under this Guaranty by suit or through bankruptcy or probate, or in any court, either before or after maturity of the Note, then in any of said events, a reasonable amount will be added and collected as attorney and collection fees, which upon accrual will bear the same rate of interest as called for in the Note hereby guaranteed.

If either Guarantor or Maker makes an assignment for the benefit of creditors, or if a receiver is appointed for any port of the Mortgaged Premises, or if either Guarantor or Maker is adjudicated a bankrupt, or if Guarantor or Maker institute any proceedings under the Federal Bankruptcy Laws of the United States, then on the happening of one of these events the whole of said debt hereby guaranteed shall immediately become due and payable, at the option of Noteholder and Noteholder may proceed to enforce the terms hereof. Bankruptcy of Maker shall not affect the liability of Guarantor for the full amount of the indebtedness then due plus interest and attorneys' fees as

provided in the Note and in this Guaranty.

This agreement is to be performed in the County of Dallas, State of Texas, and any suit hereon or for any breach hereof, may be brought and prosecuted in the courts of said county.

It is understood and agreed that in no event and upon no contingency shall the Guarantor be considered Maker of the Note hereby guaranteed and it is further agreed that the Guarantor shall not be required to pay interest in excess of the rate for which parties may contract under the laws of the State of Texas or of the United States of America, whichever is controlling. If said laws are ever revised, repealed or judicially interpreted so as to render usurious any amount contracted for, charged or received as a result of this Guaranty or if the Noteholder's acceleration of the maturity of the Note results in the Guarantor having paid interest in excess of hat permitted by law, then it is both the Guarantor's and Noteholder's express intent that all excess amounts be credited to last maturing installments of principal due ad the rate of interest called for in the Note be reduced to highest allowable rate permitted under the then applicable law.

Guarantor understands and agrees that without notice to or further assent by Guarantor, the obligation of Maker may be renewed, extended, modified, accelerated, or released by Noteholder as Noteholder may deem advisable in its sole discretion and Guarantor hereby gives its consent to any such change stated hereinabove and that any security, security interest or collateral other than this Guaranty which Noteholder may hold or in which Noteholder may have an interest may be exchanged, sold, released or surrendered by Noteholder as it may deem advisable in its sole discretion without impairing or affecting the obligation of Guarantor hereunder in any way whatsoever.

Each guarantor also hereby waives any claims, right or remedy which such guarantor may now have or hereafter acquire against Thomas G. Finck or Carole C. Finck that arises hereunderand/or from the performance by any guarantor hereunder including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

EXECUTED this 10th day of December 1993.

TRITON ENERGY CORPORATION, a Texas corporation

By: \s\ Robert B. Holland, III

TRITON ENERGY CORPORATION
401(K) SAVINGS PLAN

as amended and restated
effective January 1, 1994

PREAMBLE

The purpose of this Plan and Trust is to provide, in accordance with its provisions, a defined contribution plan providing retirement and other related benefits for those Employees of the Employer who are eligible to participate hereunder. This document is a complete amendment and restatement of the Triton Energy Corporation Employee Stock Ownership Plan which was originally effective as of May 31, 1976.

It is intended that the Plan qualify for approval under Sections 401 and 410 through 417 of the Internal Revenue Code. It is intended that the Trust qualify for approval under Section 501 of the Code. It is further intended that the Plan comply with the provisions of the Employee Retirement Income Security Act of 1974 (ERISA). In case of any ambiguity in the Plan's language, it will be interpreted to accomplish the Plan's intent of qualifying under the Code and complying with ERISA.

This Plan and Trust is exclusively for the benefit of the eligible Employees and their Beneficiaries. Neither the Employer, the Plan Administrator nor the Trustee will apply or interpret the terms of the Plan in any manner that permits discrimination in favor of Highly Compensated Employees. All Employees under similar circumstances will be treated alike.

The undersigned Employer and Trustee hereby adopt this restatement of the Triton Energy Corporation 401(k) Savings Plan to be effective as of January 1, 1994.

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ARTICLE 1

DEFINITIONS

As used in this document, unless otherwise defined or required by the context, the following terms have the meanings set forth in this Article 1. Some of the terms used in this document are not defined in Article 1, but for convenience are defined as they are introduced in the text.

1.01 Account
Account means a separate account maintained for each Participant reflecting applicable contributions, applicable forfeitures, investment income (loss) allocated to the account and distributions.

1.02 Accounting Date, Valuation Date
The terms Accounting Date and Valuation Date are used interchangeably and mean the last day of each Accounting Period and any other days within the Accounting Period upon which, consistent with established methods and guidelines, the Plan Administrator applies the accounting procedures specified in Section 4.02.

1.03 Accounting Period, Valuation Period
The terms Accounting Period and Valuation Period are used interchangeably and mean each month.

1.04 Accrued Benefit
A Participant's Accrued Benefit means the total value, as of a given date, of his Accounts determined as of the Valuation Date immediately preceding the date of determination plus any other amounts withheld from the Participant's Compensation subsequent to such Valuation Date pursuant to a Payroll Withholding Agreement. A Participant's Accrued Benefit will not be reduced solely on account of any increase in such Participant's age or service or on account of an amendment to the Plan.

A Participant's Vested Accrued Benefit is equal to his Vested Percentage of that portion of his Accrued Benefit which is subject to the Vesting Schedule plus 100% of the remaining portion of his Accrued Benefit.

1.05 Beneficiary
Beneficiary means the person, persons, trust or other entity who is designated to receive any amount payable upon the death of a Participant.

1.06 Cash-Out Distribution

Cash-Out Distribution means, as described in Article 5, a distribution to a Participant upon termination of employment of his Vested Accrued Benefit.

1.07 Code and ERISA

Code means the Internal Revenue Code of 1986, as it may be amended from time to time, and all regulations issued thereunder. Reference to a section of the Code includes that section and any comparable section or sections of any future legislation that amends, supplements or supersedes such section and any regulations issued thereunder.

ERISA means Public Law No. 93-406, the Employee Retirement Income Security Act of 1974, as it may be amended from time to time, and all regulations issued thereunder. Reference to a section of ERISA includes that section and any comparable section or sections of any future legislation that amends, supplements or supersedes such section and any regulations issued thereunder.

1.08 Compensation

Except where otherwise specifically provided in this Plan, Compensation means Aggregate Compensation as defined in Section 7.03(a), excluding bonuses and severance pay.

Compensation also includes any amounts contributed by the Employer or any Related Employer on behalf of any Employee pursuant to a salary reduction agreement which are not includable in the gross income of the Employee due to Code Section 125, 402(a)(8), 402(h) or 403(b).

Notwithstanding the foregoing, for all purposes under this Plan, Compensation in excess of $200,000 (as adjusted in accordance with Code Section 401(a)(17)) will be disregarded. For purposes of applying this compensation limit, a Family Member of a Highly Compensated Employee is subject to the single aggregate compensation limit imposed on the Highly Compensated Employee if the Family Member is either the Employee's spouse or is a lineal descendant who has not attained the age of 19 by the end of the Plan Year.

1.09 Effective Date

The Effective Date of the Plan is May 31, 1976.

Except as specified elsewhere in this document, the effective date of this restatement of the Plan is January 1, 1994.

Sections 1.12, 1.18, 1.32, 1.33, 1.36, and Article 7 are effective January 1, 1987.

1.10 Eligible Employee Classification

An Eligible Employee Classification is a classification of Employees, the members of which are eligible to participate in the Plan. The Plan covers all employee classifications except Leased Employees, Temporary Employees and members of a legally recognized collective bargaining unit who are not expressly granted permission to participate.

1.11 Eligible Participant

All Participants are Eligible Participants with respect to the receipt of Triton Matching Contributions.

1.12 Employee

(a) In General

An Employee is any person who is employed by the Employer or a Participating Employer.

(b) Leased Employee

A Leased Employee means any person who, pursuant to an agreement between the Employer or any Related Employer ("Recipient Employer") and any other person ("leasing organization"), has performed services for the Recipient Employer on a substantially full-time basis for a period of at least one year and such services are of a type historically performed by employees in the business field of the Recipient Employer.

Any Leased Employee will be treated as an Employee of the Recipient Employer; however, contributions or benefits provided by the leasing organization which are attributable to the services performed for the Recipient Employer will be treated as provided by the Recipient

Employer. If all Leased Employees constitute less than 20% of the Employer's non-highly-compensated work force within the meaning of Code Section 414(n)(1)(C)(ii), then the preceding sentence will not apply to any Leased Employee if such Employee is covered by a money purchase pension plan ("Safe Harbor Plan") which provides: (1) a nonintegrated employer contribution rate of at least 10% of compensation, (2) immediate participation, and (3) full and immediate vesting.

Years of Service for purposes of eligibility to participate in the Plan and Years of Vesting Service for purposes of determining a Participant's Vested Percentage include service by an Employee as a Leased Employee.

1.13 Employer

The Employer and Plan Sponsor is Triton Energy Corporation. A Participating Employer is any organization which has adopted this Plan and Trust in accordance with Section 8.07.

The term Predecessor Employer means any prior employer to which the Employer is the successor, including any Predecessor Employer for which the Employer maintains the obligations of a Predecessor Plan established by the Predecessor Employer. Service with a Predecessor Employer will be included as Service with the Employer for all purposes under this Plan.

1.14 Employment Commencement Date

The date an Employee first performs an Hour of Service for the Employer is his Employment Commencement Date.

1.15 Entry Date

Entry Date means the January 1st, April 1st, July 1st or October 1st which coincides with or next follows an Employee's Employment Commencement Date.

1.16 Fiscal Year

Fiscal Year means the taxable year of the Plan Sponsor. The Fiscal Year of the Plan Sponsor is the 12 month period beginning June 1 and ending May 31.

1.17 Forfeiture

The term Forfeiture refers to that portion, if any, of a Participant's Accrued Benefit which is in excess of his Vested Accrued Benefit following the termination of the Participant's employment.

A Forfeiture is considered to occur as of the earlier of (a) the date of the occurrence of the fifth of 5 consecutive One Year Breaks-in-Service or (b) the date a Cash-Out Distribution occurs in accordance with the provisions of Article 5.

1.18 Highly Compensated Definitions

(a) Compensation

For purposes of this Section, Compensation means Aggregate Compensation as defined in Section 7.03(a) plus amounts contributed by the Employer pursuant to a salary reduction agreement which are excludable from the gross income of the Employee under Code Section 125, 402(a)(8), 402(h) or 403(b). Compensation in excess of $200,000 (as adjusted by the Secretary of the Treasury under Code Section 415(d)) is disregarded.

(b) Determination Year

Determination Year means the Plan Year for which the determination of who is Highly Compensated is being made.

(c) Family Member

Family Member means an Employee who is the spouse, a lineal ascendant or descendant, or the spouse of a lineal ascendant or descendant of:

- a 5-percent owner (within the meaning of Code Section 416(i)) of the Employer or any Related Employer who is an active or former Employee; or

- a Highly Compensated Employee who is one of the 10 most highly compensated employees ranked on the basis of Compensation paid by the Employer during the Determination Year or the Lookback Year.

For purposes of this Section, the Family Member and the Highly Compensated Employee will be considered one Employee. A Family Member's Compensation and benefits will be aggregated with those of the Highly Compensated Employee irrespective of whether the Family Member would otherwise be treated as a Highly-Compensated Employee or is in a category of Employees which may be excluded in determining the number of Employees in the Top-Paid Group.

If an Employee is required to be aggregated as a member of more than

one family group, all eligible employees who are members of those family groups which include that employee will be aggregated as one family group.

For purposes of applying the compensation limit under Code Section 401(a)(17), a Family Member is subject to the single aggregate

compensation limit imposed on the Highly Compensated Employee if the Family Member is either the Employee's spouse or is a lineal descendant who has not attained the age of 19 by the end of the Plan Year.

(d) Highly Compensated Employee
Highly Compensated Employee means any individual who is a Highly Compensated Active Employee or a Highly Compensated Former Employee within the meaning of Code Section 414(q) and the regulations thereunder.

(e) Highly Compensated Active Employee
Highly Compensated Active Employee means any individual who during the Determination Year or the Lookback Year:

(1) Was at any time a 5-percent Owner (within the meaning of Code Section 416(i)) of the Employer or any Related Employer;

(2) Received Compensation from the Employer and all Related Employers in excess of $75,000 (or any greater amount determined by regulations issued by the Secretary of the Treasury under Code Section 415(d));

(3) Received Compensation from the Employer and all Related Employers in excess of $50,000 (or any greater amount determined by regulations issued by the Secretary of the Treasury under Code Section 415(d)) and was in the Top-Paid Group of Employees; or

(4) Was an Officer of the Employer or any Related Employer (as that term is defined in the regulations under Code Section 416(i)) and received Compensation greater than 50% of the Defined Benefit Dollar Limit described in Section 7.03(f) for the

applicable year. For this purpose, if no Officer received enough Compensation to be a Highly Compensated Employee under the preceding sentence, the highest-paid Officer will be treated as a Highly Compensated Employee. The maximum number of Officers who will be treated as Highly Compensated Active Employees under this paragraph is equal to 10% of all Employees determined without regard to statutory or other exclusions, subject to a minimum of 3 Employees and a maximum of 50 Employees.

No individual described in subparagraphs (2), (3) or (4) above will be treated as a Highly Compensated Active Employee for the Determination Year unless he (i) was a Highly Compensated Active Employee for the Lookback Year (or would have been except that he was not among the 100 most highly compensated Employees of the Employer and all Related Employers for the Lookback Year) or (ii) was among the 100 most highly compensated Employees of the Employer and all Related Employers for the Determination Year.

(f) Highly Compensated Former Employee
Highly Compensated Former Employee means any Former Employee who had a Separation Year (within the meaning of Treasury Regulation Section 1.414(q)-1T Q&A-5) and was a Highly Compensated Active Employee for either the Separation Year or any Determination Year ending on or after the Employee's 55th birthday.

(g) Highly Compensated Group
Highly Compensated Group means all Highly Compensated Employees.

(h) Lookback Year
Lookback Year means the 12-month period immediately preceding the Determination Year.

(i) Non-Highly Compensated Employee
Non-Highly Compensated Employee means an Employee who is neither a Highly Compensated Employee nor a Family Member.

(j) Non-Highly Compensated Group
Non-Highly Compensated Group means all Non-Highly Compensated Employees.

(k) Top-Paid Group
Top-Paid Group means those individuals who are among the top 20 percent of Employees of the Employer and all Related Employers when ranked on the basis of Compensation received during the year. In determining the number of individuals in the Top-Paid Group (but not the identity of those individuals), the following individuals may be excluded:

(1) Employees who have not completed 6 months of Service by the end of the year. For this purpose, an Employee who has completed One Hour of Service in any calendar month will be credited with one month of Service;

(2) Employees who normally work fewer than 17 1/2 hours per week;

(3) Employees who normally work fewer than 6 months during any year. For this purpose, an Employee who has worked on one day of a month is treated as having worked for the whole month;

(4) Employees who have not reached age 21 by the end of the year;

(5) Nonresident aliens who received no earned income (which constitutes income from sources within the United States) within the year from the Employer or any Related Employer; and

(6) Employees covered by a collective bargaining agreement negotiated in good faith between the employee representatives and the Employer or a group of employers of which the Employer is a member if (i) 90% or more of all employees of the Employer and all Related Employers are covered by collective bargaining agreements, and (ii) this Plan covers only Employees who are not covered under a collective bargaining agreement.

1.19 Hour of Service
An Hour of Service means:

(a) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours will be credited to the Employee for the computation period in which the duties are performed;

(b) Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 501 Hours of Service will be credited under this paragraph for any 12-month period. Hours under this paragraph will be calculated and credited pursuant to Section 2530.200b-2 of the Department of Labor Regulations which are incorporated herein by this reference; and

(c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service will not be credited both under paragraphs (a) or (b), as the case may be, and under this paragraph (c). These hours will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

Hours of Service for all Employees will be determined on the basis of actual hours for which an Employee is paid or is entitled to payment. Hours of Service will be credited for employment with any Related Employer or any Predecessor Employer. Hours of Service will be credited for any individual considered an employee under Code Section 414(n) or 414(o) and the regulations thereunder.

Solely for purposes of determining whether a One Year Break-in-Service has occurred, a Participant who is absent from work on an authorized Leave of Absence or by reason of the Participant's pregnancy, birth of the Participant's child, placement of a child with the Participant in connection with the adoption of such child, or for the purpose of caring for such child for a period immediately following such birth or placement, will receive credit for the Hours of Service which otherwise would have been credited to the Participant but for such absence. The Hours of Service credited under this paragraph will be credited in the Plan Year in which the absence begins if such crediting is necessary to prevent a One Year Break-in-Service in such Plan Year; otherwise, such Hours of Service will be credited in the following Plan Year. The Hours of Service credited under this paragraph are those which would normally have been credited but for such absence; in any case in which the Plan Administrator is unable to determine such hours normally credited, 8 Hours of Service per day will be credited. No more than 501 Hours of Service will be credited under this paragraph for any 12-month period. The Date of Severance is the second anniversary of the date on which the absence begins. The period between the initial date of absence and the

first anniversary of the initial date of absence is deemed to be a period of Service. The period between the first and second anniversaries of the initial date of absence is neither a period of service nor a period of severance.

1.20 Investment Fund

An Investment Fund means any portion of the assets of the Trust Fund which the Plan Administrator designates as an Investment Fund and for which the Plan Administrator maintains a set of accounts separate from the remaining assets of the Trust Fund.

(a) Specific Investment Fund means an Investment Fund which is designated as a Specific Investment Fund by the Plan Administrator in a manner and form acceptable to the Trustee.

(b) General Investment Fund means all assets of the Trust Fund excluding the assets of any Specific Investment Funds.

1.21 Leave of Absence

An authorized Leave of Absence means a period of time of one year or less granted to an Employee by the Employer due to illness, injury, temporary reduction in work force, or other appropriate cause or due to military service during which the Employee's reemployment rights are protected by law, provided the Employee returns to the service of the Employer on or before the expiration of such leave, or in the case of military service, within the time his reemployment rights are so protected or within 60 days of his discharge from military service if no federal law is applicable. All authorized Leaves of Absence are granted or denied by the Employer in a uniform and nondiscriminatory manner, treating Employees in similar circumstances in a like manner.

If the Participant does not return to active service with the Employer on or prior to the expiration of his authorized Leave of Absence he will be considered to have had a Date of Severance as of the earlier of the date on which his authorized Leave of Absence expired, the first anniversary of the last date he worked at least one hour as an Active Participant, or the date on which he resigned or was discharged.

1.22 Reserved

1.23 Normal Retirement Age

A Participant's Normal Retirement Age is his attained age on the date which he satisfies the following requirements:

(a) Attainment of age 65, and

(b) Attainment of the fifth anniversary of the Participant's Employment Commencement Date.

1.24 Normal Retirement Date

A Participant's Normal Retirement Date is the first day of the month which coincides with or next follows the date on which the Participant attains Normal Retirement Age.

1.25 One Year Break-in-Service

One Year Break-in-Service means any 365-day period following a Participant's Date of Termination in which an Employee does not complete at least one Hour of Service.

1.26 Participant

The term Participant means an Employee or former Employee who is eligible to participate in this Plan and who is or who may become eligible to receive a benefit of any type from this Plan or whose Beneficiary may be eligible to receive any such benefit.

(a) Active Participant means a Participant who is currently an Employee in an Eligible Employee Classification.

(b) Disabled Participant means a Participant who has terminated his employment with the Employer due to his Disability and who is receiving or is entitled to receive benefits from the Plan.

(c) Retired Participant means a Participant who has terminated his employment with the Employer after meeting the requirements for his Normal Retirement Date and who is receiving or is entitled to receive benefits from the Plan.

(d) Vested Terminated Participant means a Participant who has terminated

his employment with the Employer and who has a nonforfeitable right to all or a portion of his or her Accrued Benefit and who has not received a distribution of the value of his or her Vested Accrued Benefit.

(e) Inactive Participant means a Participant who has (i) interrupted his status as an Active Participant without becoming a Disabled, Retired or Vested Terminated Participant and (ii) has a non-forfeitable right to all or a portion of his Accrued Benefit and has not received a complete distribution of his benefit.

(f) Former Participant means a Participant who has terminated his employment with the Employer and who currently has no nonforfeitable right to any portion of his or her Accrued Benefit.

1.27 Payroll Withholding Agreement

If a written Payroll Withholding Agreement is required pursuant to the provisions of Article 3, then each Participant who elects to participate in the Plan will file such agreement on or before the first day of the payroll period for which the agreement is applicable (or at some other time as specified by the Plan Administrator). Such agreement will be effective for each payroll period thereafter until modified or amended.

The terms of such agreement will provide that the Participant agrees to have the Employer withhold, each payroll period, any whole percentage of his Compensation (or such other amount as allowed by the Plan Administrator under rules applied on a uniform and nondiscriminatory basis), not to exceed the limitations of Article 7. In consideration of such agreement, the Employer periodically will make a contribution to the Participant's proper Account(s) in an amount equal to the total

amount by which the Participant's Compensation from the Employer was reduced during applicable payroll periods pursuant to the Payroll Withholding Agreement.

Notwithstanding the above, Payroll Withholding Agreements will be governed by the following general guidelines:

(a) A Payroll Withholding Agreement will apply to each payroll period during which an effective agreement is on file with the Employer.

Upon termination of employment, such agreement will become void.

(b) The Plan Administrator will establish and apply guidelines concerning the frequency and timing of amendments or changes to Payroll Withholding Agreements. Notwithstanding the foregoing, a Participant may revoke his Payroll Withholding Agreement at any time and discontinue all future withholding.

(c) The Plan Administrator may amend or revoke its Payroll Withholding Agreement with any Participant at any time, if the Employer determines that such revocation or amendment is necessary to insure that a Participant's Annual Additions for any Plan Year will not exceed the limitations of Article 7 or to insure that the requirements of Sections 401(k) and 401(m) of the Code have been satisfied with respect to the amount which may be withheld and contributed on behalf of the Highly Compensated Group.

(d) Except as provided above, a Payroll Withholding Agreement may not be revoked or amended by the Participant or the Employer.

1.28 Plan, Plan and Trust, Trust

The terms Plan, Plan and Trust and Trust mean Triton Energy Corporation 401(k) Savings Plan. The Plan Identification Number is 001. The Plan is a profit sharing plan.

The term Predecessor Plan means any qualified plan previously established and maintained by the Employer and to which this Plan is the successor.

1.29 Plan Administrator

The Plan Administrator is the Plan Committee.

1.30 Plan Year

The Plan Year is the 12 month period beginning January 1 and ending December 31.

Prior to December 31, 1993, Plan Year means the 12 month period beginning June 1 and ending May 31. The period beginning June 1, 1993 and ending December 31, 1993 is a short Plan Year.

The Limitation Year is the 12 month period beginning January 1 and ending December 31.

1.31 Reserved

1.32 Qualified Election

Qualified Election means the designation of a specific Beneficiary other than the Participant's Surviving Spouse. Such Qualified Election must be in writing and must be consented to by the Participant's spouse. The spouse's written consent to a Qualified Election must be witnessed by a representative of the Plan Administrator or a notary public. Such consent will not be required if the Participant establishes to the satisfaction of the Plan Administrator that such written consent may not be obtained because there is no spouse, the spouse cannot be located or other circumstances that may be prescribed by Treasury Regulations. Any consent necessary under this provision will be valid only with respect to the spouse who signs the consent (or in the event of a deemed Qualified Election, the designated spouse). Additionally, a revocation of a prior Qualified Election may be made by a Participant without the consent of the spouse at any time before the commencement of benefits; however, any Qualified Election which follows such revocation must be in writing and must be consented to by the Participant's spouse. The number of Qualified Elections or revocations of such Qualified Elections will not be limited.

1.33 Related Employer

The terms Related Employer and Affiliated Employer are used interchangeably and mean any other corporation, association, company or entity on or after the Effective Date which is, along with the Employer, a member of a controlled group of corporations (as defined in Code Section 414(b)), a group of trades or businesses which are under common control (as defined in Code Section 414(c)), an affiliated service group (as defined in Code Section 414(m)), or any organization or arrangement required to be aggregated with the Employer by Treasury Regulations issued under Code Section 414(o).

1.34 Required Beginning Date

A Participant's Required Beginning Date for the commencement of benefit payments from the Plan is the April 1 immediately following:

- the later of 1989 or the calendar year in which he attained age 70-1/2 if he attained age 70-1/2 after December 31, 1987;
- the calendar year in which he attains age 70-1/2 if he is or was a Five Percent Owner at any time during the Plan Year ending with or within the calendar year in which he attains age 66-1/2 or any later Plan Year; or
- the later of the calendar year in which he attains age 70-1/2 or the calendar year in which he retires for any other Participant.

1.35 Surviving Spouse

Surviving Spouse means a deceased Participant's spouse who was married to the Participant on the Participant's date of death. The Plan Administrator and the Trustee may rely conclusively on a Participant's written statement of his marital status. Neither the Plan Administrator nor the Trustee is required at any time to inquire into the validity of any marriage, the effectiveness of a common-law relationship or the claim of any alleged spouse which is inconsistent with the Participant's

report of his marital status and the identity of his spouse.

1.36 Top-Heavy Definitions

(a) Aggregate Account

Aggregate Account means, with respect to each Participant, the value of all accounts maintained on behalf of the Participant, whether attributable to Employer or Employee contributions, used to determine Top-Heavy Plan status under the provisions of a defined contribution plan. A Participant's Aggregate Account as of the Determination Date will be the sum of:

- the balance of his Account(s) as of the most recent valuation date occurring within a 12-month period ending on the Determination Date (excluding any amounts attributable to deductible voluntary employee contributions); plus

- contributions that would be allocated as of a date not later than the Determination Date, even though those amounts are not yet made or required to be made; plus

- any Plan Distributions made within the Plan Year that includes the Determination Date or within the four preceding Plan Years.

(b) Aggregation Group

Aggregation Group means either a Required Aggregation Group or a Permissive Aggregation Group as hereinafter determined.

(1) Required Aggregation Group

Each plan of the Employer in which a Key Employee is a

Participant, and each other plan of the Employer which enables any plan in which a Key Employee participates to meet the requirements of Code Section 401(a)(4) or 410, will be aggregated and the resulting group will be known as a Required Aggregation Group.

Each plan in the Required Aggregation Group will be considered a Top-Heavy Plan if the Required Aggregation Group is a Top-Heavy Group. No plan in the Required Aggregation Group will be considered a Top-Heavy Plan if the Required Aggregation Group is not a Top-Heavy Group.

(2) Permissive Aggregation Group
The Employer may also include any other plan not required to be included in the Required Aggregation Group, provided the resulting group (to be known as a Permissive Aggregation Group), taken as a whole, would continue to satisfy the provisions of Code Sections 401(a)(4) and 410.

Only a plan that is part of the Required Aggregation Group will be considered a Top-Heavy Plan if the Permissive Aggregation Group is a Top-Heavy Group. No plan in the Permissive Aggregation Group will be considered a Top-Heavy Plan if the Permissive Aggregation Group is not a Top-Heavy Group.

Only those plans of the Employer in which the Determination Dates fall within the same calendar year will be aggregated in order to determine whether the plans are Top-Heavy Plans.

(c) Determination Date
Determination Date means the last day of the preceding Plan Year, or, in the case of the first Plan Year, the last day of the first Plan Year.

(d) Key Employee
Key Employee means any Employee or former Employee (and his Beneficiary) who, at any time during the Plan Year or any of the preceding four Plan Years, was:

(1) A "Five Percent Owner" of the Employer. "Five Percent Owner" means any person who owns (or is considered as owning within the meaning of Code Section 318) more than 5% of the value of the outstanding stock of the Employer or stock possessing more than 5% of the total combined voting power of all stock of the Employer. If the Employer is not a corporation, Five Percent Owner means any person who owns more than 5% of the capital or profits interest in the Employer. In determining percentage ownership hereunder, Related Employers will be treated as separate Employers; or

(2) A "One Percent Owner" of the Employer having Compensation from the Employer of more than $200,000. "One Percent Owner" means any person who owns (or is considered as owning within the meaning of Code Section 318) more than 1% of the value of the outstanding stock of the Employer or stock possessing more than 1% of the total combined voting power of all stock of the Employer. If the Employer is not a corporation, One Percent Owner means any person who owns more than 1% of the capital or profits interest in the Employer. In determining percentage ownership hereunder, Related Employers will be treated as separate Employers. However, in determining whether an individual has Compensation of more than $150,000, Compensation from each Related Employer will be taken into account.

(3) One of the 10 Employees having Compensation not less than the Defined Contribution Dollar Limit (as defined in Section 7.03(j) for the Plan Year) who owns (or is considered as owning within the meaning of Code Section 318) both greater than 1/2% interest and the largest interests in all Employers required to be aggregated under Code Sections 414(b), (c), (m) and (o);

(4) An officer (within the meaning of the regulations under Code Section 416) of the Employer having Compensation greater than 50% of the Defined Benefit Dollar Limit as defined in Section 7.03(f) for the Plan Year;

For purposes of this Section, Compensation means Aggregate Compensation as defined in Section 7.03(a) plus any amounts

contributed by the Employer pursuant to a salary reduction agreement which are excludable from the gross income of the Employee under Code Section 125, 402(a)(8), 402(h) or 403(b). Compensation in excess of $150,000 (as adjusted by the Secretary of the Treasury under Code Section 415(d)) will be disregarded.

(e) Non-Key Employee
Non-Key Employee means any Employee (and his Beneficiaries) who is not a Key Employee.

(f) Plan Distributions
Plan distributions include distributions made before January 1, 1984, and distributions under a terminated plan which, if it had not been terminated, would have been required to be included in an aggregation group. However, distributions made after the Valuation Date and before the Determination Date are not included to the extent that they are already included in the Participant's Single Sum Benefit as of the Valuation Date.

With respect to "unrelated" rollovers and plan-to-plan transfers (those which are both initiated by an employee and made from a plan maintained by one employer to a plan maintained by another employer), if such a rollover or plan-to-plan transfer is made from this Plan, it will be considered as a distribution for purposes of this Section. If such a rollover or plan-to-plan transfer is made to this Plan, it will not be considered as part of the Participant's Single Sum Benefit. However, an unrelated rollover or plan-to-plan transfer accepted before January 1, 1984, will be considered as part of the Participant's Single Sum Benefit.

With respect to "related" rollovers and plan-to-plan transfers (those which are either not initiated by an employee or are made from one plan to another plan maintained by the same employer), if such a rollover or plan-to-plan transfer is made from this Plan, it will not be considered as a distribution for purposes of this Section. If such a rollover or plan-to-plan transfer is made to this Plan, it will be considered as part of the Participant's Single Sum Benefit.

(g) Present Value of Accrued Benefit
In the case of the defined benefit plan, a Participant's Present Value of Accrued Benefit, for Top-Heavy determination purposes, will be determined using the following rules:

(1) The Present Value of Accrued Benefit will be determined as of the most recent "Valuation Date" within a 12-month period ending on the Determination Date.

(2) For the first Plan Year, the Present Value of Accrued Benefit will be determined as if (A) the Participant terminated service as of the Determination Date; or (B) the Participant terminated

service as of the Valuation Date, but taking into account the estimated Present Value of Accrued Benefits as of the Determination Date.

(3) For any other Plan Year, the Present Value of Accrued Benefit will be determined as if the Participant terminated service as of the Valuation Date.

(4) The Valuation Date must be the same date used for computing the defined benefit plan minimum funding costs, regardless of whether a calculation is performed that plan year.

(5) A Participant's Present Value of Accrued Benefit as of a Determination Date will be the sum of:

- the present value of his Accrued Benefit determined using the actuarial assumptions which are specified below; plus
- any Plan Distributions made within the Plan Year that includes the Determination Date or within the four preceding Plan Years; plus
- any employee contributions, whether voluntary or mandatory. However, amounts attributable to qualified voluntary employee contributions, as defined in Code Section 219(e)(2) will not be considered to be a part of the Participant's Present Value of Accrued Benefit.

For purposes of this Section, the present value of a Participant's Accrued Benefit will be equal to the greater of the present value determined using the actuarial assumptions which are specified for Actuarial Equivalent purposes or the present value determined using the "Applicable Interest Rate." The Applicable Interest Rate is the rate or rates that would be used by the Pension Benefit Guaranty Corporation for a trusteed single-employer plan to value a Participant's or Beneficiary's benefit on the date of distribution (the "PBGC Rate"). If the present value using the PBGC Rate exceeds $25,000, the Applicable Interest Rate is 120% of the PBGC Rate. However, the

use of 120% of the PBGC Rate will never result in a present value less than $25,000.

(6) Solely for the purpose of determining if this Plan (or any other plan included in a Required Aggregation Group of which this Plan is a part) is Top- Heavy, the Accrued Benefit of any Employee other than a Key Employee will be determined under

(A) the method, if any, that uniformly applies for accrual purposes under all plans maintained by the Employer or any Related Employer, or

(B) if there is no such method, as if the benefit accrued no more rapidly than the slowest accrual rate permitted under the fractional accrual rate of Code Section 411(b)(1)(C).

(h) Single Sum Benefit
The Single Sum Benefit for any Participant in a defined benefit pension plan will be equal to his Present Value of Accrued Benefit. The Single Sum Benefit for any Participant in a defined contribution plan will be equal to his Aggregate Account.

(i) Top-Heavy Group
Top-Heavy Group means an Aggregation Group in which, as of the Determination Date, the Single Sum Benefits of all Key Employees under all plans included in the group exceeds 60% of a similar sum determined for all Participants.

Super Top-Heavy Group means an Aggregation Group in which, as of the Determination Date, the sum of (1) the Single Sum Benefits of all Key Employees under all defined benefit plans included in the group, plus (2) the Single Sum Benefit of all Key Employees under all defined contribution plans included in the group exceeds 90% of a similar sum determined for all Participants.

(j) Top-Heavy Plan
This Plan will be a Top-Heavy Plan for any Plan Year beginning after

December 31, 1983, in which, as of the Determination Date, the Single Sum Benefits of all Key Employees exceed 60% of the Single Sum Benefits of all Participants under this Plan.

This Plan will be a Super Top-Heavy Plan for any Plan Year beginning after December 31, 1983, in which, as of the Determination Date, the Single Sum Benefits of all Key Employees exceed 90% of the Single Sum Benefits of all Participants under this Plan.

If any Participant is a Non-Key Employee for a given Plan Year, but was a Key Employee for any prior Plan Year, the Participant's Single Sum Benefit will not be taken into account for purposes of determining whether this Plan is a Top-Heavy or Super Top-Heavy Plan (or whether any Aggregation Group which includes this Plan is a Top-Heavy or Super Top-Heavy Group).

If an individual has performed no services for the Employer at any time during the 5-year period ending on the Determination Date, any Single Sum Benefit of such individual will not be taken into account for purposes of determining whether this Plan is a Top-Heavy or Super Top-Heavy Plan (or whether any Aggregation Group which includes this Plan is a Top-Heavy Group or Super Top-Heavy Group).

1.37 Trust Fund, Trust
These terms mean the total cash, securities, real property, insurance contracts and any other property held by the Trustee.

1.38 Trustee
The Trustee is SBS Trust Company or any successor Trustee.

1.39 Vested Percentage
A Participant's Vested Percentage as of a given date will be that percentage determined in accordance with the Vesting Schedule.

Notwithstanding the preceding, a Participant will be 100% vested upon reaching the earlier of (a) his Normal Retirement Age or (b) the later of the date upon which the Participant attains age 65 or reaches the 5th anniversary of the date he commenced participation in the Plan.

1.40 Vesting Schedule

The Vested Percentage of any Participant who is not actively employed on January 1, 1994 is determined under the prior vesting schedule. The Vested Percentage of any other Participant will be determined in accordance with the following table:

Years of Vesting Service	Vested Percentage
Less than 1 Year	0%
1 Year	20%
2 Years	40%
3 Years	60%
4 Years	80%
5 Years or more	100%

Notwithstanding the foregoing, a Participant's Vested Percentage will be 100% if a "Change in Control" of Triton Energy Corporation occurs. For purposes of this Section, Change in Control means the occurrence of any of the following events:

(a) The consummation of (i) any consolidation or merger of the Employer in which the Employer is not the continuing or surviving corporation or pursuant to which shares of the Employer's common stock would be converted into cash, securities or other property, other than a merger of the Employer in which the holders of the Employer's common stock immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, or (ii) any sale, lease, exchange or other transfer (excluding transfer by way of ledge or hypothecation), in one transaction or a series of related transactions, of all, or substantially all, of the assets of the Employer;

(b) The shareholders of the Employer approve any plan or proposal for the liquidation or dissolution of the Employer;

(c) Any "person" (as such term is defined in Section 3(a)(9) or Section 13(d)(3) under the Securities Exchange Act of 1934) or any "group" (as such term is used in Rule 13d-5 promulgated under the Securities Exchange Act of 1934), other than the Employer or any successor of the Employer or any Subsidiary of the Employer or any employee benefit plan of the Employer or any subsidiary (including such plan's trustee), becomes, without the prior approval of the Directors of the Employer, a beneficial owner for purposes of Rule13d-3 promulgated under the Securities Exchange Act of 1934, directly or indirectly, of securities of the Employer representing 25% or more of the Employer's then outstanding securities having the right to vote in the election of Directors of the Employer; or

(d) During any period of two consecutive years, individuals who, at the beginning of such period constituted the entire Board of Directors of the Employer, cease for any reason (other than death) to constitute a majority of the Directors of the Employer, unless the election, or the nomination for election, by the Employer's shareholders, of each new Director of the Employer was approved by a vote of at least two-thirds of the Directors of the Employer then still in office who were Directors of the Employer at the beginning of the period.

1.41 Written Resolution

The terms Written Resolution and Written Consent are used interchangeably and reflect decisions, authorizations, etc. by the Employer. A Written Resolution will be evidenced by a resolution of the Board of Directors of the Employer.

1.42 Year of Service

(a) Crediting Years of Service

Years of Service are determined under the Elapsed Time Method. Under the Elapsed Time Method, Years of Service are based upon an Employee's Elapsed Time of employment irrespective of the number of hours actually worked during such period; a Year of Service (including a fraction thereof) will be credited for each completed 365 days of Elapsed Time which need not be consecutive. The following terms are used in determining Years of Service under the Elapsed Time Method:

(1) Date of Severance (Termination) - means the earlier of (A) the actual date an Employee resigns, is discharged, dies or retires, or (B) the first anniversary of the date an Employee is absent from work (with or without pay) for any other reason, e.g., disability, vacation, leave of absence, layoff, etc.

Notwithstanding the above, Date of Severance will mean the date specifically designated as such in any severance of employment agreement.

(2) Elapsed Time - means the total period of service which has elapsed between a Participant's Employment Commencement Date and Date of Termination including Periods of Severance where a One Year Break-in-Service does not occur.

(3) Employment Commencement Date - means the date an Employee first performs one Hour of Service for the Employer.

(4) One Year Break-in-Service - means any 365-day period following an Employee's Date of Termination as defined above in which the Employee does not complete at least one Hour of Service.

(5) Period of Severance - is the time between the actual Date of Severance as defined above and the subsequent date, if any, on which the Employee performs an Hour of Service.

All periods of employment will be aggregated including Periods of Severance unless there is a One Year Break-in-Service.

Years of Service for purposes of determining eligibility to participate in the Plan and Years of Vesting Service for purposes of determining a Participant's Vested Percentage include service with any organization which is a Related Employer with respect to the Employer.

(b) For Vesting Purposes
Years of Service for purposes of computing a Participant's Vested Percentage are referred to as Years of Vesting Service and are determined using the Elapsed Time Method.

All of a Participant's Years of Vesting Service are taken into account in determining his Vested Percentage.

ARTICLE 2

PARTICIPATION

2.01 Participation

An Employee who is a member of an Eligible Employee Classification will become eligible to participate in the Plan on the Entry Date which coincides with or next follows his or her Employment Commencement Date.

An Employee who is eligible to participate as of the Effective Date or as of a given Entry Date will automatically become a Participant as of such date. An Employee who is otherwise eligible to participate may

irrevocably elect not to participate in the Plan. Any election under this paragraph must be in writing and according to guidelines established by the Plan Administrator.

2.02 Participation After Reemployment

An Employee who terminates employment prior to his Entry Date will participate in the Plan immediately upon returning to the employ of the Employer.

A Participant or Former Participant who has terminated employment will participate as an Active Participant in the Plan immediately upon returning to the employ of the Employer.

2.03 Change in Employment Classification

In the event a Participant becomes ineligible to participate because he is no longer a member of an Eligible Employee Classification, the Participant will participate immediately upon his return to an Eligible Employee Classification.

In the event an Employee who is not a member of an Eligible Employee Classification becomes a member of such a classification, such Employee will begin to participate immediately if he has satisfied the eligibility requirements which are specified in Section 2.01.

ARTICLE 3

PARTICIPANT ACCOUNTS

3.01 Employee Account

Employee Account means the Account of a Participant reflecting applicable contributions, investment income or loss allocated thereto and distributions. A Participant's Employee Account is 100% vested at all times.

(a) Employee Contributions

(1) Amount of Contribution
Each Participant will be entitled to make an Employee Contribution each Accounting Period equal to a minimum of 1% of the Participant's Compensation not to exceed 12% of the Participant's Compensation. Such contribution will be designated as a percentage of Compensation and will be equal to an even multiple of 1% or such other amount as allowed by the Plan Administrator.

(2) Payroll Withholding
All Employee Contributions will be made pursuant to a Payroll Withholding Agreement in accordance with Section 1.27.

(3) Nondiscrimination Requirements
All Employee Contributions are Elective Contributions within the meaning of Section 4.05(a) and must satisfy the Nondiscrimination Requirements of Section 4.05.

(4) Excess Deferrals
The maximum amount of Employee Contribution which can be made under the Plan on behalf of any Participant during any calendar year will be limited to that amount which would not constitute an Excess Deferral as defined in Section 4.05. The Plan Administrator will distribute any Excess Deferral, together with the income allocable to it, to the Participant no later than April 15 of the calendar year immediately following the year of the Excess Deferral. If a Participant notifies the Plan Administrator before March 1 of any calendar year that Excess Deferrals have been made on his account for the previous calendar year by reason of participation in a Cash or Deferred Arrangement maintained by another employer or employers, and if the Participant requests that the Plan Administrator distribute a specific amount to him on account of Excess Deferrals and certifies that the requested amount is an Excess Deferral, the Plan Administrator will designate the amount requested together

with the income allocable to it as a distribution of Excess deferrals and distribute such amount no later than April 15 of that calendar year. The amount of Excess Deferrals to be distributed will be reduced by any Excess Contributions previously distributed or recharacterized with respect to the

Plan Year beginning with or within the calendar year. The amount of income allocable to the Excess Deferral will be determined as described in Section 4.05.

(5) Timing of Deposits
The Employer will deposit all Employee Contributions no later than 90 days after the date on which the amounts withheld would otherwise have been paid to the Participant in cash.

(b) Distributions
No distribution may be made from the Participant's Employee Account or any account comprised of Matching Contributions or Nonelective Contributions which are treated as Elective Contributions in accordance with the provisions of Section 4.05(h) except under one of the following circumstances:

- the Participant's retirement, death, disability or termination of employment;
- the Participant's attaining of age 59 1/2;
- the avoidance or alleviation of a Financial Hardship;
- the termination of this Plan without the establishment of a successor plan within the meaning of Treasury Regulation Section 1.401(k)-1(d)(3);
- the sale or other disposition by the Employer of at least 85 percent of the assets used by the Employer in a trade or business to an unrelated corporation which does not maintain the plan, but only if the Participant continues employment with the corporation acquiring the assets and only if the Employer continues to maintain this Plan; or

- the sale or other disposition by the Employer of its interest in a subsidiary to an unrelated entity which does not maintain the plan, but only if the Participant continues employment with the subsidiary and only if the Employer continues to maintain this Plan.

This paragraph does not apply to distributions of Excess Deferrals, Excess Contributions, or excess Annual Additions.

(c) Financial Hardship Withdrawals

A Participant may file with the Plan Administrator a written request to withdraw, in order to avoid or alleviate a Financial Hardship, any amount not to exceed that portion of his Employee Account which represents his total Employee Contributions.

The Plan Administrator will allow Financial Hardship withdrawals only if they are necessary to satisfy a Participant's immediate and heavy financial need.

(1) Immediate and Heavy Financial Need

A withdrawal will be deemed to be made due to an immediate and heavy financial need of the Participant if it is made because of:

- Expenses for medical care described in Code Section 213(d) previously incurred by the Participant, his spouse or any of his dependents (as defined in Code Section 152) or necessary for these persons to obtain medical care described in Code Section 213(d);

- Costs directly related to the purchase (excluding mortgage payments) of a principal residence for the Participant;

- Payment of tuition or educational fees for the next 12 months of post-secondary education for the Participant, his spouse, children or dependents (as defined in Code Section 152);

- Prevention of the eviction of the Participant from his principal residence or foreclosure on the mortgage of the Participant's principal residence.

(2) Necessary To Satisfy Financial Need

No withdrawal may exceed the amount necessary to satisfy the Participant's immediate and heavy financial need. However, the amount of an immediate and heavy financial need may include any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution. The Plan Administrator will allow the withdrawal if it determines, after a full review of the Participant's written request and evidence presented by the Participant showing immediate and heavy financial need as well as the Participant's lack of other reasonably available resources, that the withdrawal is necessary to satisfy the need. No withdrawal will be treated as necessary to the extent it can be satisfied from other resources which are reasonably available to the Participant, including those of the Participant's spouse and minor children. A withdrawal will be treated as necessary to the extent the Participant demonstrates to the satisfaction of the Plan Administrator that the need cannot be relieved by any of the following:

- Reimbursement or compensation by insurance or otherwise;

- Reasonable liquidation of assets to the extent the liquidation would not itself cause an immediate and heavy financial need;

- Cessation of Employee Contributions or Employee Contributions (as defined in Section 4.05(a)) or both under any plan maintained by any employer;

- Other distributions or nontaxable (at the time of the loan)

loans from plans maintained by any employer;

- Borrowing from commercial sources on reasonable commercial terms.

Unless the Plan Administrator has evidence to the contrary, it may rely upon the Participant's written representation that the need cannot be relieved by any of the foregoing.

(3) Safe Harbor

The Plan Administrator will not allow any withdrawal until the Participant has obtained all distributions, other than hardship distributions, and all nontaxable loans currently available to the Participant under all plans maintained by the Employer. Upon the withdrawal of any portion of a Participant's Employee Account, the Participant will become ineligible for any Elective Contribution to this Plan or any other plan maintained by the Employer, or to make any contribution to this Plan or any other plan maintained by the Employer until the first day of the first Accounting Period which begins not less than 12 months following the date of withdrawal. For this purpose the phrase "any other plan maintained by the Employer" means all qualified and nonqualified plans of deferred compensation maintained by the Employer. The phrase includes stock option, stock purchase, or similar plans, or a cash or deferred arrangement that is part of a cafeteria plan within the meaning of Code Section 125. It does not include the mandatory employee contribution portion of a defined benefit plan, nor does it include a health or welfare benefit plan (including one that is part of a cafeteria plan within the meaning of Code Section 125). Furthermore, the maximum amount of Employee Contributions which can be made under the Plan on behalf of any Participant during the calendar year which follows the calendar year in which the withdrawal was made will be limited to the amount which would not be treated as an Excess Deferral for that year reduced by the amount of Employee Contributions made on behalf of the Participant in the calendar year of withdrawal.

3.02 Triton Matching Account

Triton Matching Account means the Account of a Participant reflecting applicable contributions, forfeitures, investment income or loss allocated thereto and distributions. A Participant's Triton Matching Account is subject to the Vesting Schedule.

(a) Triton Matching Contributions

Each Accounting Period, the Employer will, within the time prescribed by law for making a deductible contribution, make a Triton Matching Contribution to each Eligible Participant's Triton Matching Account in an amount which is determined in accordance with this Section subject to the limitations of Article 7.

The amount of Triton Matching Contribution to be made to an Eligible Participant's Triton Matching Account is equal to 100% of that

portion of the Participant's Employee Contribution which is not in excess of 6% of the Participant's Compensation.

Each calendar year, the Employer may, within the time prescribed by law for making a deductible contribution, make an additional Triton Matching Contribution to the Trust. For a given calendar year, the total additional Triton Matching Contribution, if any, made by the Employer will be an amount determined and authorized by the Employer for such calendar year. The additional Triton Matching Contribution for a calendar year will be allocated to all Participants who are actively employed as of the last day of such calendar year in proportion to the total amount of Triton Matching Contribution otherwise made to the Participant's Triton Matching Account during the calendar year.

All Triton Matching Contributions are Matching Contributions within the meaning of Section 4.05(a) and must satisfy the Nondiscrimination Requirements of Section 4.05.

(b) Application of Forfeitures
Forfeitures from a Participant's Triton Matching Account will be used to reduce Triton Matching Contributions in the Plan Year in which the Forfeitures are determined to occur.

(c) Withdrawals
A Participant may not withdraw any portion of his Triton Matching Account prior to the time when benefits otherwise become payable in accordance with the provisions of Article 5.

3.03 Prior Plan Account

Prior Plan Account means the Account of a Participant reflecting applicable contributions, forfeitures, investment income or loss allocated thereto and distributions. A Participant's Prior Plan Account is subject to the Vesting Schedule.

(a) ESOP Contributions
Effective June 1, 1993, ESOP contributions to the Prior Plan Account ceased. The last contribution to any Participant's Prior Plan Account was for the Plan Year ending May 31, 1993.

(b) Application of Forfeitures
Forfeitures from a Participant's Prior Plan Account will be used to reduce Triton Matching Contributions in the Plan Year in which the Forfeitures are determined to occur.

(c) Withdrawals
A Participant may not withdraw any portion of his Prior Plan Account prior to the time when benefits otherwise become payable in accordance with the provisions of Article 5.

3.04 Rollover Account

Rollover Account means the Account of a Participant reflecting applicable contributions, investment income or loss allocated thereto and distributions. A Participant's Rollover Account is 100% vested at all times.

(a) Rollover Contributions
Rollover Contribution means a contribution to the Plan by a Participant where such contribution is the result of a prior distribution from an Individual Retirement Account, an Individual Retirement Annuity or another qualified plan. Such prior contribution must be a rollover amount described in Section 402(c)(4) of the Code or a contribution described in Section 408(d)(3) of the Code.

Each Employee who is a member of an Eligible Employee Classification, regardless of whether he is a Participant in the Plan, will have the right to make a Rollover Contribution of cash into the Plan from another qualified plan. If the Employee is not a Participant hereunder, his Rollover Account will constitute his entire interest in the Plan. In no event will the existence of a Rollover Account entitle the Employee to participate in any other benefit provided by the Plan.

If specifically provided for in a Written Resolution, Rollover Contribution will also mean the amount of assets transferred, pursuant to Section 10.05, to this Plan from another plan which is qualified under Code Sections 401(a) and 501(a).

(b) Withdrawals

A Participant may withdraw all or any portion of his Rollover Account at any time. However, if a Participant makes such a withdrawal, he may not make another withdrawal from his Rollover Account until three months have elapsed.

ARTICLE 4

ACCOUNTING AND VALUATION

4.01 General Powers of the Plan Administrator

The Plan Administrator will have the power to establish rules and guidelines, which will be applied on a uniform and non-discriminatory basis, as it deems necessary, desirable or appropriate with regard to accounting procedures and to the timing and method of contributions to

and/or withdrawals from the Plan.

4.02 Accounting Procedure

As of each Valuation Date, the Plan Administrator will determine from the Trustee the fair market value of Trust assets and will, subject to the provisions of this Article, determine the allocation of such value among the Accounts of the Participants; in doing so, the Plan Administrator will in the following order:

(a) Credit or charge, as appropriate, to the proper Accounts all transfers, payments, forfeitures, withdrawals or other distributions made to or from such Accounts during the current Accounting Period that have not been previously credited or charged.

(b) Credit or charge, as applicable, each Account that is in existence on the Valuation Date with its pro rata portion of the appreciation or depreciation in the fair market value of the Trust Fund since the prior Valuation Date. Such appreciation or depreciation will reflect investment income, realized and unrealized gains and losses, other investment transactions and expenses paid from the Trust Fund. Such pro rata crediting or charging will be based upon the current amounts of the Accounts as adjusted by the above step (a). The Plan Administrator will establish the guidelines under which any appreciation or depreciation is allocated to the various Accounts as of the first Valuation Date for the Plan.

(c) Credit to the proper Accounts all contributions and reallocated forfeitures which are to be credited for the current Accounting Period.

4.03 Assumed Timing of Credits and Charges

Notwithstanding the provisions of Section 4.02, for purposes of determining each Account's pro rata portion of the appreciation or depreciation in the fair market value of the Trust Fund under Section 4.02(b), the following timing will be reflected:

- Employee Account - Contributions to such Account are assumed to occur in the middle of an Accounting Period.

- Triton Matching Account - Contributions to such Account are assumed to occur in the middle of an Accounting Period.

4.04 Participant Direction of Investment

(a) Application of this Section
Subject to the provisions of this Section, each Participant will have the right to direct the investment of all of his Accounts among the Specific Investment Funds which are made available by the Plan Administrator.

(b) General Powers of the Plan Administrator
The Plan Administrator will have the power to establish rules and guidelines as it deems necessary, desirable or appropriate with regard to the directed investment of contributions in accordance with this Section. Included in such powers, but not by way of limitation, are the following powers and rights.

(1) To direct the Trustee to temporarily invest those contributions which are pending directed investment in a Specific Investment Fund, in the General Investment Fund or in some other manner as determined by the Plan Administrator.

(2) To establish rules with regard to the transfer of all or any part of the balance of an Account or Accounts of a given Participant from one Investment Fund to another.

(3) To direct the Trustee to maintain any part of the assets of any Investment Fund in cash, or in demand or short-term time deposits bearing a reasonable rate of interest, or in a short-term investment fund that provides for the collective investment of cash balances or in other cash equivalents having ready marketability, including, but not limited to, U.S. Treasury Bills, commercial paper, certificates of deposit, and similar types of short-term securities.

(c) Accounting
The Plan Administrator will maintain a set of accounts for each Investment Fund. The accounts of the Plan Administrator for each Investment Fund will indicate separately the dollar amounts of all contributions made to such Investment Fund by or on behalf of each Participant from time to time. The Plan Administrator will compute the net income from investments; net profits or losses arising from the sale, exchange, redemption, or other disposition of assets, and the prorata share attributable to each Investment Fund of the expenses of the administration of the Plan and Trust and will debit or credit, as the case may be, such income, profits or losses, and expenses to the unsegregated balance in each Investment Fund from time to time. To the extent that the expenses of the administration

of the Plan and Trust are not directly attributable to a given Investment Fund, such expenses, as of a given Valuation Date, will be prorated among each Investment Fund; such allocation of expenses will, in general, be performed in accordance with the guidelines which are specified in this Article.

(d) Future Contributions

Each Participant who elects to participate in the Plan will designate, in writing, the particular percentage of those contributions (which are subject to Participant direction of investment) which is to be deposited in the various available Investment Funds. Written designations will be made not later than 15 days before the first day of each Accounting Period (or at some other time as specified by the Plan Administrator) and will be effective for such Accounting Period and each Accounting Period thereafter until modified. Designations will be limited to multiples of 10% (or such other reasonable increments as determined by the Plan Administrator). If any Participant fails to make a designation by the appropriate date, he will be deemed to have designated an Investment Fund(s) as determined by the Plan Administrator.

(e) Change in Investment of Past Contributions

A Participant may file a written election with the Plan Administrator to shift the aggregate amount or reasonable increments (as determined by the Plan Administrator) of the balance of his existing Account or Accounts which are subject to Participant direction of investment among the various available Investment Funds as of the first day of each Accounting Period (or such other time or times as determined by the Plan Administrator). The form of such written election will be specified by the Plan Administrator and will be filed not later than 15 days before the effective date of the shift (or at such other time as determined by the Plan Administrator).

(f) Addition and Deletion of Specific Investment Funds

Specific Investment Funds may be deleted or added from time to time

at the direction of the Plan Administrator. The Plan Administrator will establish guidelines for the proper administration of affected Accounts when a Specific Investment Fund is added or deleted.

4.05 Nondiscrimination Requirements

(a) Definitions Applicable to the Nondiscrimination Requirements
The following definitions apply to this Section:

(1) Aggregate Limit
With respect to a given Plan Year, Aggregate Limit means the greater of the sum of [(A) + (B)] or the sum of [(C) + (D)] where:

(A) is equal to 125% of the greater of DP or CP;

(B) is equal to 2 percentage points plus the lesser of DP or CP, not to exceed 2 times the lesser of DP or CP;

(C) is equal to 125% of the lesser of DP or CP;

(D) is equal to 2 percentage points plus the greater of DP or CP, not to exceed 2 times the greater of DP or CP;

DP represents the Deferral Percentage for the Non-highly Compensated Group eligible under the Cash or Deferred Arrangement for the Plan Year; and

CP represents the Contribution Percentage for the Non-highly Compensated Group eligible under the plan providing for the Employee Contributions or Employer Matching Contributions for the Plan Year beginning with or within the Plan Year of the Cash or Deferred Arrangement.

(2) Cash or Deferred Arrangement (CODA)
A Cash or Deferred Election is any election (or modification of an earlier election) by an Employee to have the Employer either:

o provide an amount to the Employee in the form of cash or

some other taxable benefit that is not currently available, or

- o contribute an amount to the Plan (or provide an accrual or other benefit) thereby deferring receipt of Compensation.

A Cash or Deferred Election will only be made with respect to an amount that is not currently available to the Employee on the date of election. Further, a Cash or Deferred Election will only be made with respect to amounts that would have (but for the Cash or Deferred Election) become currently available after the later of the date on which the Employer adopts the Cash or Deferred Arrangement or the date on which the arrangement first becomes effective.

A Cash or Deferred Election does not include a one-time irrevocable election upon the Employee's commencement of employment or first becoming an Eligible Employee.

(3) Compensation

For purposes of this Section, Compensation means Aggregate Compensation as defined in Section 7.03(a) plus amounts contributed by the Employer pursuant to a salary reduction agreement which are excludable from the gross income of the Employee under Code Section 125, 402(a)(8), 402(h) or 403(b). Compensation in excess of $200,000 (as adjusted by the Secretary of the Treasury under Code Section 415(d)) is disregarded.

The period used to determine an Employee's Compensation for a Plan Year may be limited to that portion of the Plan Year in which the Employee was an Eligible Employee, provided that this method is applied uniformly to all Eligible Employees under the Plan for the Plan Year.

(4) Contribution Percentage

Contribution Percentage means, for any specified group, the average of the ratios calculated (to the nearest one-hundredth

of one percent) separately for each Participant in the group, of

the amount of Employee Contributions and Matching Contributions which are made by or on behalf of each Participant for a Plan Year to each Participant's Compensation for the Plan Year.

For purposes of determining the Contribution Percentage, each Employee who is eligible under the terms of the Plan to make or to have contributions made on his behalf is treated as a Participant. The Contribution Percentage of an eligible Employee who makes no Employee Contribution and receives no Matching Contribution is zero.

For purposes of determining the Contribution Percentage of a Participant who is a Highly Compensated Employee, the Compensation of and all Employee Contributions and Matching Contributions for the Participant include, in accordance with the provisions of Section 4.05(d), the Compensation of and all Employee Contributions and Matching Contributions for any Family Member of the Participant.

The Contribution Percentage of a Participant who is a Highly Compensated Employee for the Plan Year and who is eligible to make Employee Contributions or receive an allocation of Matching Contributions (including Elective Contributions and Nonelective Contributions which are treated as Employee or Matching Contributions for purposes of the Contribution Percentage Test) allocated to his accounts under two or more plans which are sponsored by the Employer will be determined as if the Employee and Matching Contributions were made under a single plan. For purposes of this paragraph, if a Highly Compensated Employee participates in two or more such plans which have different Plan Years, all plans ending with or within the same calendar year will be treated as a single plan.

(5) Contribution Percentage Test

The Contribution Percentage Test is a test applied on a Plan Year basis to determine whether a plan meets the requirements of Code Section 401(m). The Contribution Percentage Test may be met by either satisfying the General Contribution Percentage Test or the Alternative Contribution Percentage Test.

The General Contribution Percentage Test is satisfied if the Contribution Percentage for the Highly Compensated Group does not exceed 125% of the Contribution Percentage for the Non-highly Compensated Group.

The Alternative Contribution Percentage Test is satisfied if the Contribution Percentage for the Highly Compensated Group does not exceed the lesser of:

- the Contribution Percentage for the Non-highly Compensated Group plus 2 percentage points, or

- the Contribution Percentage for the Non-highly Compensated Group multiplied by 2.0.

If (i) one or more Highly Compensated Employees of the Employer or any Related Employer are eligible to participate in both a Cash or Deferred Arrangement and a plan which provides for Employee Contributions or Matching Contributions, (ii) the Deferral Percentage for the Highly Compensated Group does not satisfy the General Deferral Percentage Test, and (iii) the Contribution Percentage for the Highly Compensated Group does not satisfy the General Contribution Percentage Test, then the Contribution Percentage Test will be deemed to be satisfied only if the sum of the Deferral Percentage and the Contribution Percentage for the Highly Compensated Group does not exceed the Aggregate Limit.

The Plan will not fail to satisfy the Contribution Percentage test merely because all of the Eligible Employees under the Plan for a Plan Year are Highly Compensated Employees.

(6) Deferral Percentage

Deferral Percentage means, for any specified group, the average of the ratios calculated (to the nearest one-hundredth of one percent) separately for each Participant in the group, of the amount of Elective Contributions which are made on behalf of each Participant for a Plan Year to each Participant's Compensation for the Plan Year.

For purposes of determining the Deferral Percentage, each Employee who is eligible under the terms of the Plan to have contributions made on his behalf is treated as a Participant. The Deferral Percentage of an eligible Employee who makes no Elective Contribution is zero.

For purposes of determining the Deferral Percentage of a Participant who is a Highly Compensated Employee, the Compensation of and Elective Contributions for the Participant

include, in accordance with the provisions of Section 4.05(d), the Compensation and all Elective Contributions for any Family Member of the Participant.

The Deferral Percentage of a Participant who is a Highly Compensated Employee for the Plan Year and who is eligible to have Elective Contributions (including Nonelective Contributions or Matching Contributions which are treated as Elective Contributions for purposes of the Deferral Percentage Test) allocated to his accounts under two or more Cash or Deferred Arrangements which are maintained by the Employer will be determined as if the Elective Contributions were made under a single Arrangement. For purposes of this paragraph, if a Highly Compensated Employee participates in two or more Cash or Deferred Arrangements which have different Plan Years, all Cash or Deferred Arrangements ending with or within the same calendar year will be treated as a single Arrangement.

(7) Deferral Percentage Test

The Deferral Percentage Test is a test applied on a Plan Year basis to determine whether a plan meets the requirements of Code Section 401(k). The Deferral Percentage Test may be met by either satisfying the General Deferral Percentage Test or the Alternative Deferral Percentage Test.

The General Deferral Percentage Test is satisfied if the Deferral Percentage for the Highly Compensated Group does not exceed 125% of the Deferral Percentage for the Non-highly Compensated Group.

The Alternative Deferral Percentage Test is satisfied if the Deferral Percentage for the Highly Compensated Group does not exceed the lesser of:

- the Deferral Percentage for the Non-highly Compensated Group plus 2 percentage points, or
- the Deferral Percentage for the Non-highly Compensated Group multiplied by 2.0.

If (i) one or more Highly Compensated Employees of the Employer or any Related Employer are eligible to participate in both a Cash or Deferred Arrangement and a plan which provides for Employee Contributions or Matching Contributions, (ii) the Deferral Percentage for the Highly Compensated Group does not satisfy the General Deferral Percentage Test, and (iii) the Contribution Percentage for the Highly Compensated Group does not satisfy the General Contribution Percentage Test, then the Deferral Percentage Test will be deemed to be satisfied only if the sum of the Deferral Percentage and the Contribution Percentage for the Highly Compensated Group does not exceed the Aggregate Limit.

The Plan will not fail to satisfy the Deferral Percentage test merely because all of the Eligible Employees under the Plan for a Plan Year are Highly Compensated Employees.

(8) Elective Contribution

Elective Contribution means any contribution made by the Employer to a Cash or Deferred Arrangement on behalf of and at the election of an Employee. An Elective Contribution will be taken into account for a given Plan Year only if:

- The Elective Contribution is allocated to the Participant's Account as of a date within the Plan Year to which it relates;

- The allocation is not contingent upon the Employee's participation in the Plan or performance of services on any date after the allocation date;

- The Elective Contribution is actually paid to the trust no later than 12 months after the end of the Plan Year to which the Elective Contribution relates; and

- The Elective Contribution relates to Compensation which either (i) but for the Participant's election to defer, would have been received by the Participant in the Plan

Year or (ii) is attributable to services performed by the Participant in the Plan Year and, but for the Participant's election to defer, would have been received by the Participant within two and one-half months after the close of the Plan Year.

Elective Contributions will be treated as Employer Contributions for purposes of Code Sections 401(a), 401(k), 402(a), 404, 409, 411, 412, 415, 416, and 417.

(9) Elective Deferral

Elective Deferral means the sum of the following:

- Any Elective Contribution to any Cash or Deferred Arrangement to the extent it is not includable in the Participant's gross income for the taxable year of contribution;

- Any employer contribution to a simplified employee pension as defined in Code Section 408(k) to the extent not includable in the Participant's gross income for the taxable year of contribution;

- Any employer contribution to an annuity contract under Code Section 403(b) under a salary reduction agreement to the extent not includable in the Participant's gross income for the taxable year of contribution; plus

- Any employee contribution designated as deductible under a trust described in Code Section 501(c)(18) for the taxable year of contribution.

(10) Eligible Employee

Eligible Employee means an Employee who is directly or indirectly eligible to make a Cash or Deferred Election under the Plan for all or a portion of the Plan Year. An Employee who is unable to make a Cash or Deferred Election because the Employee has not contributed to another plan is also an Eligible Employee. An Employee who would be eligible to make Elective Contributions but for a suspension due to a distribution, a loan, or an election not to participate in the Plan, is treated as an Eligible Employee for purposes of Code Section 401(k)(3) and 401(m) for a Plan Year even though the Employee may not make a Cash or Deferred Election due to the suspension. Also, an Employee will not fail to be treated as an Eligible Employee merely because the employee may receive no additional Annual Additions because of Code Section 415(c)(1) or 415(e).

(11) Employee Contribution

Employee Contribution means any contribution made by an Employee to any plan maintained by the Employer or any Related Employer which is other than an Elective Contribution and which is designated or treated at the time of contribution as an after-tax contribution. Employee Contributions include amounts attributable to Excess Contributions which are recharacterized as Employee Contributions.

(12) Excess Contribution

Excess Contribution means, for each member of the Highly Compensated Group, the amount of Elective Contribution (including any Qualified Nonelective Contributions and Qualified Matching Contributions which are treated as Elective Contributions) which exceeds the maximum contribution which could be made if the Deferral Percentage Test were to be satisfied.

(13) Excess Aggregate Contribution

Excess Aggregate Contribution means, for each member of the Highly Compensated Group, the amount of Employee and Matching Contributions (including any Qualified Nonelective Contributions and Elective Contributions which are treated as Matching Contributions) which exceeds the maximum contribution which could be made if the Contribution Percentage Test were to be satisfied.

(14) Excess Deferral

Excess Deferral means, for a given calendar year, that amount by which each Participant's total Elective Deferrals under all plans of all employers exceed the dollar limit in effect under Code Section 402(g) for the calendar year.

(15) Matching Contribution

Matching Contribution means any contribution made by the Employer to any plan maintained by the Employer or any Related Employer which is based on an Elective Contribution or an Employee Contribution together with any forfeiture allocated to the Participant's Account on the basis of Elective Contributions, Employee Contributions or Matching Contributions. A Matching Contribution will be taken into account for a given Plan Year only if:

- The Matching Contribution is allocated to a Participant's Account as of a date within the Plan Year to which it relates;

- The allocation is not contingent upon the Employee's participation in the Plan or performance of services on any date after the allocation date;

- The Matching Contribution is actually paid to the Trust no later than 12 months after the end of the Plan Year to which the Matching Contribution relates; and

- The Matching Contribution is based on an Elective or Employee Contribution for the Plan Year.

Any contribution or allocation, other than a Qualified Nonelective Contribution, which is used to meet the minimum contribution or benefit requirement of Code Section 416 is not treated as being based on Elective Contributions or Employee Contributions and therefore is not treated as a Matching Contribution.

Qualified Matching Contribution means a Matching Contribution which is 100% vested and may be withdrawn or distributed only under the conditions described in Treasury Regulation 1.401(k)-1(d).

(16) Nonelective Contribution

Nonelective Contribution means any Employer Contribution, other than a Matching Contribution, which meets all of the following requirements:

- The Nonelective Contribution is allocated to a Participant's Account as of a date within the Plan Year to which it relates;

- The allocation is not contingent upon the Employee's participation in the Plan or performance of services on any date after the allocation date;

- The Nonelective Contribution is actually paid to the Trust no later than 12 months after the end of the Plan Year to which the Nonelective Contribution relates; and

- The Employee may not elect to have the Nonelective Contribution paid in cash in lieu of being contributed to the Plan.

Qualified Nonelective Contribution means a Nonelective Contribution which is 100% vested and may be withdrawn or distributed only under the conditions described in Treasury Regulation 1.401(k)-1(d).

(b) Application of Deferral Percentage Test
All Elective Contributions, including any Elective Contributions which are treated as Employee or Matching Contributions with respect to the Contribution Percentage Test, must satisfy the Deferral Percentage Test. Furthermore, any Elective Contributions which are not treated as Employee or Matching Contributions with respect to the Contribution Percentage Test must satisfy the Deferral Percentage Test. The Plan Administrator will determine as soon as administratively feasible after the end of the Plan Year whether the

Deferral Percentage Test has been satisfied. If the Deferral Percentage Test is not satisfied, the Employer may elect to make an additional contribution to the Plan on account of the Non-highly Compensated Group. The additional contribution will be treated as a Nonelective Contribution.

If the Deferral Percentage Test is not satisfied after any Nonelective Contributions, the Plan Administrator may, in its sole discretion, recharacterize all or any portion of the Excess Contribution of each Highly Compensated Employee as an Employee Contribution if Employee Contributions are otherwise allowed by the Plan. If so, the Plan Administrator will notify all affected Participants and the Internal Revenue Service of the amount

recharacterized no later than the 15th day of the third month following the end of the Plan Year in which the Excess Contribution was made. Excess Contributions will be includable in the Participant's gross income on the earliest date any Elective Contribution made on behalf of the Participant during the Plan Year would have been received by the Participant had the Participant elected to receive the amount in cash. Recharacterized Excess Contributions will continue to be treated as Employer Contributions that are Elective Contributions for all other purposes under the Code, including Code Sections 401(a) (other than 401(a)(4) and 401(m)), 404, 409, 411, 412, 415, 416, 417 and 401(k)(2). With respect to the Plan Year for which the Excess Contribution was made, the Plan Administrator will treat the recharacterized amount as an Employee Contribution for purposes of the Deferral Percentage Test and the Contribution Percentage Test and for purposes of determining whether the Plan meets the requirements of Code Section 401(a)(4), but not for any other purposes under this Plan. Therefore, recharacterized amounts will remain subject to the nonforfeiture requirements and distribution limitations which apply to Elective Contributions.

If the Deferral Percentage Test is still not satisfied, then after the close of the Plan Year in which the Excess Contribution arose but within 12 months after the close of that Plan Year, the Plan Administrator will distribute the Excess Contributions, together with allocable income, to the affected Participants of the Highly Compensated Group to the extent necessary to satisfy the Deferral Percentage Test. Failure to do so will cause the Plan to not satisfy the requirements of Code Section 401(a)(4) for the Plan Year for which the Excess Contribution was made and for all subsequent Plan Years for which the Excess Contribution remains uncorrected.

The amount of Excess Contribution to be distributed to a Highly Compensated Employee for a Plan Year will be reduced by any Excess Deferrals previously distributed to the Participant for the calendar year ending with or within the Plan Year in accordance with Code Section 402(g)(2).

Excess Contributions will be treated as Employer Contributions for purposes of Code Sections 404 and 415 even if distributed from the Plan.

(c) Application of Contribution Percentage Test

Employee Contributions and Matching Contributions, disregarding any Matching Contributions which are treated as Elective Contributions with respect to the Deferral Percentage Test, must satisfy the Contribution Percentage Test. The Plan Administrator will determine as soon as administratively feasible after the end of the Plan Year whether the Contribution Test has been satisfied. If the Contribution Percentage Test is not satisfied, the Employer may elect to make an additional contribution to the Plan for the benefit of the Non-Highly Compensated Group. The additional contribution will be treated as a Nonelective Contribution.

If the Contribution Percentage Test is still not satisfied, then after the close of the Plan Year in which the Excess Aggregate Contribution arose but within 12 months after the close of that Plan Year, the Plan Administrator will distribute (or forfeit, to the extent not vested) the Excess Aggregate Contributions, together with allocable income, to the affected Participants of the Highly Compensated Group to the extent necessary to satisfy the Contribution Percentage Test. Failure to do so will cause the Plan to not satisfy the requirements of Code Section 401(a)(4) for the Plan Year for which the Excess Aggregate Contribution was made and for all subsequent Plan Years for which the Excess Aggregate Contribution remains uncorrected.

The determination of any Excess Aggregate Contributions will be made after the recharacterization of any Excess Contributions as Employee Contributions.

Excess Aggregate Contributions, including forfeited Matching Contributions, will be treated as Employer Contributions for purposes of Code Sections 404 and 415 even if they are distributed from the Plan.

Forfeited Matching Contributions that are reallocated to the Accounts of other Participants are treated as Annual Additions under Code Section 415 for the Participant whose Accounts they are reallocated to and for the Participants from whose Accounts they are forfeited.

(d) Family Aggregation

The Deferral Percentage or the Contribution Percentage (the "Relevant Percentage") for any Highly Compensated Employee who is subject to the family aggregation rules of Section 1.18(c) will be determined by combining the Elective Contributions, Employee Contributions, Matching Contribution, amounts treated as Elective or Matching Contributions and Compensation of all the eligible Family Members.

The determination and correction of Excess Contributions and Excess Aggregate Contributions of a Highly Compensated Employee whose Relevant Percentage is determined under the family aggregation rules is accomplished by reducing the Relevant Percentage as provided for

in Sections 4.05(b) and 4.05(c) and Excess Contributions or Excess Aggregate Contributions for the family group are allocated among the Family Members whose contributions were combined to determine the Relevant Percentage in proportion to the Elective Contributions or Nonelective and Matching Contributions of each Family Member.

For all purposes under this Section, the contributions and compensation of eligible Family Members who are not Highly Compensated Employees without regard to family aggregation are disregarded when determining the Relevant Percentage for the Non-highly Compensated Group.

(e) Reduction of Excess Amounts
The total Excess Contribution or total Excess Aggregate Contribution will be reduced in a manner so that the Deferral Percentage or the Contribution Percentage (Relevant Percentage) of the affected Participant(s) with the highest Relevant Percentage will first be lowered to a point not less than the level of the affected Participant(s) with the next highest Relevant Percentage. If further overall reductions are required to satisfy the relevant test, each of the above Participants' (or groups of Participants') Relevant Percentage will be lowered to a point not less than the level of the affected Participant(s) with the next highest Relevant Percentage, and so on continuing until sufficient total reductions have occurred to achieve satisfaction of the relevant test.

(f) Priority of Reductions
The Plan Administrator will determine the method and order of correcting Excess Contributions and Excess Aggregate Contributions. The method of correcting Excess Contributions and Excess Aggregate Contributions must meet the requirements of Code Section 401(a)(4). The determination of whether a rate of Matching Contribution discriminates under Code Section 401(a)(4) will be made after making any corrective distributions of Excess Deferrals, Excess

Contributions and Excess Aggregate Contributions.

Excess Aggregate Contributions (and any attributable income) will be corrected first, by distributing any excess Employee Contributions (and any attributable income); then by distributing vested excess Matching Contributions (and any attributable income); and finally, by forfeiting or distributing non-vested Matching Contributions (and any attributable income). The Plan will not distribute Employee Contributions while the Matching Contributions based upon those Employee Contributions remain allocated.

(g) Income

The income allocable to any Excess Contribution made to a given Account for a given Plan Year will be equal to the total income allocated to the Account for the Plan Year, multiplied by a fraction, the numerator of which is the amount of the Excess Contribution and the denominator of which is equal to the sum of the balance of the Account at the beginning of the Plan Year plus the Participant's Elective Contributions and amounts treated as Elective Contributions for the Plan Year.

The income allocable to any Excess Aggregate Contribution made to a given Account for a given Plan Year will be equal to the total income allocated to the Account for the Plan Year, multiplied by a fraction, the numerator of which is the amount of the Excess Aggregate Contribution and the denominator of which is equal to the sum of the balance of the Account at the beginning of the Plan Year plus the Participant's Employee and Matching Contributions and amounts treated as Employee and Matching Contributions for the Plan Year.

Notwithstanding the foregoing, the Plan may use any reasonable method for computing the income allocable to any Excess Contribution or Excess Aggregate Contribution provided the method does not violate Code Section 401(a)(4), is used consistently for all corrective distributions under the Plan for the Plan Year, and is used by the Plan for allocating income to the Participants' Accounts.

Income includes all earnings and appreciation, including interest, dividends, rents, royalties, gains from the sale of property, and appreciation in the value of stocks, bonds, annuity and life insurance contracts and other property, regardless of whether the appreciation has been realized.

(h) Treatment as Elective Contributions

The Plan Administrator may, in its discretion, treat all or any portion of Qualified Nonelective Contributions or Qualified Matching Contributions or both, whether to this Plan or to any other qualified plan which has the same Plan Year and is maintained by the Employer or a Related Employer, as Elective Contributions for purposes of satisfying the Deferral Percentage Test if they meet all of the following requirements:

- All Nonelective Contributions, including the Qualified Nonelective Contributions treated as Elective Contributions for purposes of the Deferral Percentage Test, satisfy the requirements of Code Section 401(a)(4);

- Any Nonelective Contributions which are not treated as Elective Contributions for purposes of the Deferral Percentage Test or as Matching Contributions for purposes of the Contribution Percentage Test satisfy the requirements of Code Section 401(a)(4);

- The Qualified Matching Contributions which are treated as Elective Contributions for purposes of the Deferral Percentage Test are not taken into account in determining whether any Employee Contributions or other Matching Contributions satisfy the Contribution Percentage Test;

- Any Matching Contributions which are not treated as Elective Contributions for purposes of the Deferral Percentage Test satisfy the requirements of Code Section 401(m); and

- The plan which includes the Cash or Deferred Arrangement and the plan or plans to which the Qualified Nonelective Contributions and Qualified Matching Contributions are made could be

aggregated for purposes of Code Section 410(b).

(i) Treatment as Matching Contributions

The Plan Administrator may, in its discretion, treat all or any portion of Qualified Nonelective Contributions or Elective Contributions or both, whether to this Plan or to any other qualified plan which has the same Plan Year and is maintained by the Employer or a Related Employer, as Matching Contributions for purposes of satisfying the Contribution Percentage Test if they meet all of the following requirements:

- All Nonelective Contributions, including the Qualified Nonelective Contributions treated as Matching Contributions for purposes of the Contribution Percentage Test, satisfy the requirements of Code Section 401(a)(4);

- Any Nonelective Contributions which are not treated as Elective Contributions for purposes of the Deferral Percentage Test or as Matching Contributions for purposes of the Contribution Percentage Test satisfy the requirements of Code Section 401(a)(4);

- The Elective Contributions which are treated as Matching Contributions for purposes of the Contribution Percentage Test are not taken into account in determining whether any other Elective Contributions satisfy the Deferral Percentage Test;

- The Qualified Nonelective Contributions and Elective Contributions which are treated as Matching Contributions for purposes of the Contribution Percentage Test are not taken into account in determining whether any other contributions or benefits satisfy Code Section 401(a); and

- All Elective Contributions, including those treated as Matching Contributions for purposes of the Contribution Percentage Test, satisfy the requirements of Code Section 401(k)(3); and

- The plan that takes Qualified Nonelective Contributions and Elective Contributions into account in determining whether Employee and Matching Contributions satisfy the requirements of Code Section 401(m)(2)(A) and the plan or plans to which the Qualified Nonelective Contributions and Elective Contributions are made could be aggregated for purposes of Code Section 410(b).

(j) Aggregation of Plans

If the Employer or a Related Employer sponsors one or more other plans which include a Cash or Deferred Arrangement, the Employer may elect to treat any two or more of such plans as an aggregated single plan for purposes of satisfying Code Sections 401(a)(4), 401(k) and

410(b). The Cash of Deferred Arrangements included in such aggregated plans will be treated as a single Arrangement for purposes of this Section. However, only those plans that have the same plan year may be so aggregated.

If the Employer or a Related Employer sponsors one or more other plans to which Employee Contributions or Matching Contributions are made, the Employer may elect to treat any two or more of such plans as an aggregated single plan for purposes of satisfying Code Sections 401(a)(4), 401(m) and 410(b). However, only those plans that have the same plan year may be so aggregated.

Any such aggregation must be made in accordance with Treasury Regulation 1.401(k)-1(b)(3). For example, contributions and allocations under the portion of a plan described in Code Section 4975(e)(7) (an ESOP) may not be aggregated with the portion of a plan not described in Code Section 4975(e)(7) (a non-ESOP) for purposes of determining whether the ESOP or non-ESOP satisfies the requirements of Code Sections 401(a)(4), 401(k), 401(m) and 410(b).

Plans that could be aggregated under Code Section 410(b) but that are not actually aggregated for a Plan Year for purposes of Code Section 410(b) may not be aggregated for purposes of Code Sections 401(k) and 401(m).

ARTICLE 5

RETIREMENT BENEFITS

5.01 Valuation of Accounts
For purposes of this Article, the value of a Participant's Accrued Benefit will be determined as of the Valuation Date coincident with or immediately preceding the date that benefits are to be distributed.

5.02 Normal Retirement
After an Active Participant reaches his Normal Retirement Date, he may elect to retire. Upon such retirement he will become a Retired Participant and his Accrued Benefit will become distributable to him. A Participant's Accrued Benefit will become nonforfeitable no later than the date upon which he attains his Normal Retirement Age. The form of benefit payment will be governed by the provisions of Section 5.05.

5.03 Disability Retirement
In the event of a Participant's termination due to Disability, he will be entitled to begin to receive a distribution of his Accrued Benefit which will become nonforfeitable as of his date of termination. The form of benefit payment will be governed by the provisions of Section 5.05.

Disability means the determination by the Plan Administrator that a Participant is unable by reason of any medically determinable physical or mental impairment to perform the usual duties of his employment or of any other employment for which he is reasonably qualified based upon his education, training and experience.

5.04 Termination of Employment

(a) In General
If a Participant's employment terminates for any reason other than retirement, death, or disability, his Vested Accrued Benefit will become distributable to him as of the Valuation Date which coincides with or next follows his date of termination of employment (or as of such earlier date as determined by the Plan Administrator in a uniform and nondiscriminatory manner). The form of benefit payment will be governed by the provisions of Section 5.05.

(b) Cash-Out Distribution
If a Participant terminates employment and receives a distribution equal to the Vested Percentage of his Accounts which are subject to the Vesting Schedule (such Accounts are hereinafter referred to as Employer Contribution Accounts), a Cash-Out Distribution will be deemed to have occurred if the following conditions are met:

(1) The Participant was less than 100% vested in his Employer Contribution Accounts; and

(2) The entire distribution is made before the last day of the second Plan Year following the Plan Year in which the

Participant terminated employment.

(c) Restoration of Employer Contribution Accounts
If, following the date of a Cash-Out Distribution, a Participant returns to an Eligible Employee Classification prior to incurring 5 consecutive One Year Breaks-in-Service, then the Participant will have the right to repay to the Trustee, within 5 years after his return date, the portion of the Cash-Out Distribution which was attributable to his Employer Contribution Accounts which were less than 100% vested in order to restore such Accounts to their value as

of the date of the Cash-Out Distribution.

The Plan Administrator will restore an eligible Participant's Employer Contribution Accounts as of the Valuation Date coincident with or immediately following the complete repayment of the Cash-Out Distribution. To restore the Participant's Employer Contribution Accounts, the Plan Administrator, to the extent necessary, will, under rules and guidelines applied in a uniform and nondiscriminatory manner, allocate to the Participant's Employer Contribution Accounts:

- First, the amount, if any, of Forfeitures which would otherwise be allocated under Article 3;

- Second, the amount, if any, of the Trust Fund net income or gain for the Accounting Period.

To the extent the amounts available for restoration for a particular Accounting Period are insufficient to enable the Plan Administrator to make the required restoration, the Employer will contribute such additional amount as is necessary to enable the Plan Administrator to make the required restoration. The Plan Administrator will not take into account the allocation under this Section in applying the limitation on allocations under Article 7.

Until the Plan Administrator restores a Participant's Employer Contribution Accounts, the Trustee will invest any amount the Participant has repaid in a segregated account maintained solely for that Participant. The Trustee will invest the amount in the Participant's segregated account in an interest-bearing savings account, time deposit, or similar type of account. Until commingled with the balance of the Trust Fund on the date the Plan Administrator restores the Participant's Employer Contribution Accounts, the Participant's segregated account will remain a part of the Trust, but it alone will share in any income it earns and it alone will bear any expense or loss it incurs.

(d) Non-Vested Participant

If a Participant who is zero percent vested in his Employer Contribution Accounts terminates employment, a Cash-Out Distribution will be deemed to have occurred as of the Participant's date of termination of employment.

If the Participant subsequently returns to an Eligible Employee

Classification prior to incurring five consecutive One Year Breaks-in-Service, then the Participant will immediately become entitled to a complete restoration of his Employer Contribution Accounts as of the Valuation Date coincident with or next following his date of re-employment. Such restoration will be made in accordance with the provisions of Section 5.04(c).

5.05 Form of Benefit Payment

The Plan Administrator will direct the Trustee to make the payment of any benefit provided under this Plan upon the event giving rise to such benefit within the time prescribed by this Article. The form of benefit will be a lump sum payment, unless the Participant elects a direct transfer pursuant to Section 5.07.

If a Participant's Vested Accrued Benefit is in excess of $3,500, any payment of benefits prior to the Participant's Normal Retirement Date will be subject to the Participant's written consent. If the value of his Vested Accrued Benefit at the time of any distribution exceeds $3,500, the value of his Vested Accrued Benefit at any later time will be deemed to also exceed $3,500.

5.06 Commencement of Benefit

Subject to the provisions of this Article, commencement of a benefit will, unless the Participant elects otherwise in writing, begin not later than the 60th day after the later of the close of the Plan Year in which the Participant attains Normal Retirement Age or the close of the Plan Year which contains the date the Participant terminates his service with the Employer.

For purposes of this Section, life expectancy and joint and last survivor expectancy are to be computed by the use of the return multiples contained in Section 1.72-9 of the Income Tax Regulations.

Payment of a Participant's benefits must begin no later than his Required Beginning Date.

If the Participant dies after distribution of his interest has begun, the remaining portion of the interest will continue to be distributed at least as rapidly as under the method of distribution being used before the Participant's death.

All distributions required under this Section will be determined and made in accordance with the regulations issued under Code Section 401(a)(9), including those dealing with minimum distribution requirements.

5.07 Directed Transfer of Eligible Rollover Distributions

(a) General
This Section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an

Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

(b) Eligible Rollover Distribution
An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(c) Eligible Retirement Plan
An Eligible Retirement Plan is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, or a qualified trust described in section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity.

(d) Distributee
A Distributee includes an Employee or Former Employee. In addition, the Employee's or Former Employee's surviving spouse and the

Employee's or Former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse.

(e) Direct Rollover
A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(f) Waiver of 30-Day Notice
If a distribution is one to which Code Sections 401(a)(11) and 417 do not apply, such distribution may commence less than 30 days after the notice required under Section 1.411(a)-11(c) of the Income Tax Regulations is given, provided that:

- the Plan Administrator clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option); and

- the Participant, after receiving the notice, affirmatively elects to receive a distribution.

ARTICLE 6

DEATH BENEFIT

6.01 Valuation of Accounts
For purposes of this Article, the value of a Participant's Accrued Benefit will be determined as of the Valuation Date coincident with or immediately preceding the date that benefits are to be distributed.

6.02 Death Benefit
In the event of the death of a Participant prior to the date on which he receives a complete distribution of his benefit under the Plan, the Participant's Beneficiary will be entitled to receive the value of the Participant's Accrued Benefit.

6.03 Designation of Beneficiary

Each Participant will be given the opportunity to designate a Beneficiary or Beneficiaries, and from time to time the Participant may file with the Plan Administrator a new or revised designation on the form provided by the Plan Administrator. If a Participant is married, any designation of a Beneficiary other than the Participant's spouse must be consented to by the Participant's spouse pursuant to a Qualified Election.

If a Participant dies without designating a Beneficiary, or if the Participant is predeceased by all designated Beneficiaries and contingent Beneficiaries, the Plan Administrator will distribute all benefits which are payable in the event of the Participant's death in the following manner and to the first of the following (who are listed in order of priority) who survive the Participant by at least 30 days:

- All to the Participant's Surviving Spouse;
- Equally among the then living children of the Participant (by birth or adoption);
- Among the Participant's then living lineal descendants, by right of representation; or
- The Participant's estate.

ARTICLE 7

7.01 Limitation on Annual Additions

The amount of the Annual Addition which may be allocated under this Plan to any Participant's Account as of any Valuation Date will not exceed the Defined Contribution Limit (based upon his Aggregate Compensation up to such Valuation Date) reduced by the sum of any allocations of annual additions made to Participant's Accounts under this Plan as of any preceding Valuation Date within the Limitation Year.

If the Annual Addition under this Plan on behalf of a Participant is to be reduced as of any Valuation Date as a result of the next preceding paragraph, the reduction will be, to the extent required, effected by first reducing Participant contributions (which increase the annual addition), then Forfeitures (if any), and then Employer contributions to be allocated under this Plan on behalf of the Participant as of the Valuation Date.

Any necessary reduction will be made as follows:

(a) The amount of the reduction consisting of nondeductible Participant contributions will be paid to the Participant as soon as administratively feasible.

(b) The amount of the reduction consisting of any other Participant contributions will be paid to the Participant as soon as administratively feasible.

(c) The amount of the reduction consisting of Forfeitures will be allocated and reallocated to other Accounts in accordance with the Plan formula for allocating Forfeitures to the extent that such allocations do not cause the additions to any other Participant's Accounts to exceed the lesser of the Defined Contribution Limit or any other limitation provided in the Plan.

(d) The amount of the reduction consisting of Employer contributions will be allocated and reallocated to other Accounts in accordance with the Plan formula for Employer Contributions to the extent that such allocations do not cause the additions to any other Participant's Accounts to exceed the lesser of the Defined Contribution Limit or any other limitation provided in the Plan.

(e) To the extent that the reductions described in paragraph (d) cannot be allocated to other Participant's Accounts, the reductions will be allocated to a suspense account as Forfeitures and held therein until the next succeeding Valuation Date on which Forfeitures could be applied under the provisions of the Plan. All amounts held in a suspense account must be applied as Forfeitures before any additional contributions, which would constitute annual additions,

may be made to the Plan. If the Plan terminates, the suspense account will revert to the Employer to the extent it may not be

allocated to any Participant's Accounts.

(f) If a suspense account is in existence at any time during a Limitation Year pursuant to this Section, it will not participate in the allocation of the Trust Fund's investment gains and losses.

7.02 Where Employer Maintains Another Qualified Plan

(a) Where Employer Maintains Another Qualified Defined Contribution Plan

If the Employer maintains this Plan and one or more other qualified defined contribution plans, one or more welfare benefit funds (as defined in Code Section 419(e)), or one or more individual medical accounts (as defined in Code Section 415(l)(2)), all of which are referred to in this Article 7 as "qualified defined contribution plans", the annual additions allocated under this Plan to any Participant's Accounts will be limited in accordance with the allocation provisions of this Section 7.02(a).

The amount of the Annual Additions which may be allocated under this Plan to any Participant's Accounts as of any Valuation Date will not exceed the Defined Contribution Limit (based upon Aggregate Compensation up to the allocation date) reduced by the sum of any allocations of Annual Additions made to the Participant's Accounts under this Plan and any other qualified defined contribution plans maintained by the Employer as of any earlier Valuation Date within the Limitation Year.

If a Valuation Date of this Plan coincides with a Valuation Date of any other plan described in the above paragraph, the amount of Annual Additions to be allocated on behalf of a Participant under this Plan as of such date will be an amount equal to the product of the amount described in the next preceding paragraph multiplied by a fraction (not to exceed 1.0), the numerator of which is the amount to be allocated under this Plan without regard to this Article during the Limitation Year and the denominator of which is the amount that would otherwise be allocated on this Valuation Date

under all plans without regard to this Article 7.

If the Annual Addition under this Plan on behalf of a Participant is to be reduced as of any Valuation Date as a result of the next preceding two paragraphs, the reduction will be, to the extent required, effected by first reducing Participant contributions (which increase the annual addition), then Forfeitures (if any), and then any Employer contributions, to be allocated under this Plan on behalf of the Participant as of the Valuation Date.

If as a result of the first four paragraphs of this Section 7.02 the allocation of additions is reduced, the reduction will be treated in the manner described in the third paragraph of Section 7.01.

(b) Where Employer Maintains a Qualified Defined Benefit Plan

(1) In General

If the Employer maintains (or has ever maintained), in addition to this Plan, one or more qualified defined benefit plans, then for any Limitation Year, the sum of the Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction will not exceed 1.0. If, in any Limitation Year, the sum of the Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction for a Participant would exceed 1.0 without adjustment to the amount of the annual benefit that can be paid to the Participant under the defined benefit plan, then the amount of annual benefit that would otherwise be paid to the Participant under the defined benefit plan will be reduced to the extent necessary to reduce the sum of the Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction for the Participant to 1.0.

(2) Transition Rule under TRA '86

If a plan was in existence on May 6, 1986, the numerator of the Defined Contribution Plan Fraction will be reduced (to not less than zero) as prescribed by the Secretary of the Treasury by subtracting the amount required to decrease the sum of the

Defined Contribution Plan Fraction plus the Defined Benefit Plan Fraction to 1.0. Such amount is determined (as of the first day of the first Limitation Year beginning on or after January 1, 1987) as the product of:

(A) The amount by which, without this adjustment, the sum of the Defined Contribution Plan Fraction plus the Defined Benefit Plan Fraction exceeds 1.0, multiplied by

(B) The denominator of the Defined Contribution Plan Fraction, as computed through the last Limitation Year beginning before January 1, 1987, disregarding any changes in the terms and conditions of the plan after May 5, 1986.

This subparagraph applies only if the defined benefit plans individually and in the aggregate satisfied the requirements of Code Section 415 for all Limitation Years beginning before January 1, 1987.

(3) Transition Rule under TEFRA

In the case of a plan which met the limitation of Section 415 of the Code for the last Limitation Year beginning before January 1, 1983, the numerator of the Defined Contribution Plan Fraction will be reduced (to not less than zero) as prescribed by the Secretary of the Treasury by subtracting the amount required to decrease the sum of the Defined Contribution Plan Fraction plus the Defined Benefit Plan Fraction to 1.0. Such amount is determined (as of the first day of the first Limitation Year beginning on or after January 1, 1983) as the product of:

(A) The amount by which, without this adjustment, the sum of the Defined Contribution Plan Fraction plus the Defined Benefit

Plan Fraction exceeds 1.0, multiplied by

(B) The denominator of the Defined Contribution Plan Fraction, as computed through the last Limitation Year beginning before January 1, 1983.

7.03 Definitions Applicable to Article 7

(a) Aggregate Compensation

Aggregate Compensation means a Participant's earned income, wages, salaries, and fees for professional services, and other amounts received for personal services actually rendered in the course of employment with the employer maintaining the plan (including, but not limited to, commissions paid to salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses), and excluding the following:

- Employer contributions to a plan of deferred compensation which are not included in the employee's gross income for the taxable year in which contributed or employer contributions under a simplified employee pension plan to the extent the contributions are deductible by the employee, or any distributions from a plan of deferred compensation;

- Amounts realized from the exercise of a nonqualified stock option, or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

- Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and

- Other amounts which received special tax benefits, or contributions made by the employer (whether or not under a salary reduction agreement) toward the purchase of an annuity described in Code Section 403(b) (whether or not the amounts are actually excludable from the gross income of the employee).

Aggregate Compensation excludes any amounts contributed by the Employer or any Related Employer on behalf of any Employee pursuant to a salary reduction agreement which are not includable in the gross income of the Employee due to Code Section 125, 402(a)(8), 402(h) or 403(b).

Aggregate Compensation in excess of $200,000 (as adjusted in accordance with Code Section 401(a)(17)) is disregarded.

Aggregate Compensation for any Limitation Year is the Aggregate Compensation actually paid or includable in gross income in such year.

(b) Allocation Date, Valuation Date

These terms are used interchangeably and mean the date with respect to which all or a portion of employer contributions, employee

contributions or forfeitures or both are allocated to participant accounts under a defined contribution plan.

(c) Annual Additions

For Plan Years beginning after December 31, 1986, Annual Additions are the sum of the following amounts allocated to any defined contribution plan maintained by the Employer (including voluntary contributions to any defined benefit plan maintained by the Employer) on behalf of a Participant for a Limitation Year:

- All Employee and Employer contributions;
- All reallocated forfeitures;
- Amounts allocated after March 31, 1984, to an individual medical account, as defined in Code Section 415(l)(2) which is part of a pension or annuity plan maintained by the Employer, and amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after that date, which are attributable to post-retirement medical benefits required by Code Section 401(h)(6) to be allocated to the separate account of a Key Employee under a welfare benefit plan (as defined in Code Section 419(e)) maintained by the Employer.

Contributions or forfeitures will be treated as Annual Additions regardless of whether they constitute Excess Deferrals, Excess Contributions or Excess Aggregate Contributions within the meaning of the regulations under Code Section 401(k) or 401(m) and regardless of whether they are corrected through distribution or recharacterization. The Annual Addition for any Limitation Year beginning before January 1, 1987, will not be recomputed to treat all Employee contributions as Annual Additions.

(d) Annual Benefit

Annual Benefit means a benefit payable annually in the form of a straight life annuity (with no ancillary benefits) under a plan to which employees do not contribute and under which no rollover contributions are made.

(e) Defined Benefit Compensation Limit

The Defined Benefit Compensation Limit is equal to 100% of the Participant's average Aggregate Compensation for the three consecutive calendar years (or other twelve consecutive month

periods adopted by the Employer pursuant to a Written Resolution and applied on a uniform and consistent basis) of service during which the Participant had the greatest Aggregate Compensation.

Where the annual benefit is payable to a Participant in a form other than a straight life annuity or a Qualified Joint and Survivor Annuity, the Defined Benefit Compensation Limit will be the Actuarial Equivalent of a straight life annuity beginning at the same age. No adjustment is required for the following: pre-retirement disability benefits, pre-retirement death benefits and post-retirement medical benefits. For purposes of this

paragraph, the interest rate used in adjusting the Defined Benefit Compensation Limit will be the greater of (1) 5%, or (2) the post-retirement interest rate specified in the plan for Actuarial Equivalent purposes.

Where the annual benefit is payable to a Participant who has fewer than 10 years of service with the Employer or any Related or Predecessor Employer, the Defined Benefit Compensation Limit will be multiplied by a fraction, the numerator of which is the Participant's number of years of service with the Employer or Related or Predecessor Employer, and the denominator of which is 10.

With regard to a Participant who has separated from service with a nonforfeitable right to an Accrued Benefit, the Defined Benefit Compensation Limit will be adjusted effective January 1 of each Calendar year. For any Limitation Year beginning after the separation occurs, the Defined Benefit Compensation Limit will be equal to the Defined Benefit Compensation Limit which was applicable to the Participant in the Limitation Year in which he separated from service multiplied by a fraction, the numerator of which is the Defined Benefit Dollar Limit for the Limitation Year in which the Defined Benefit Compensation Limit is being adjusted and the denominator of which is the Defined Benefit Dollar Limit for the Limitation Year in which the Participant separated from service.

(f) Defined Benefit Dollar Limit
The Defined Benefit Dollar Limit is equal to $90,000 for calendar

years 1984 through 1987. As of January 1, 1988 and as of January 1 of each subsequent calendar year, the dollar limitation (described in Code Section 415(b)(1)(A)) as determined by the Secretary of the Treasury for that calendar year will become effective as the Defined Benefit Dollar Limit for the calendar year. For calendar years between 1976 and 1983, the Defined Benefit Dollar Limit is $75,000 as adjusted by the Secretary of the Treasury under Code Section 415(d) for that calendar year. The Defined Benefit Dollar Limit for a calendar year applies to Limitation Years ending with or within that calendar year.

Where the annual benefit is payable to a Participant in a form other than a straight life annuity or a Qualified Joint and Survivor Annuity, the Defined Benefit Dollar Limit will be the Actuarial Equivalent of a straight life annuity beginning at the same age. No adjustment is required for the following: pre-retirement disability benefits, pre-retirement death benefits, and post-retirement medical benefits. For purposes of this paragraph, the interest rate used for adjusting the Defined Benefit Dollar Limit will be the greater of (1) 5%, or (2) the post-retirement interest rate specified for Actuarial Equivalent purposes.

Where the annual benefit is payable to a Participant who has fewer than 10 years of participation in the Plan, the Defined Benefit Dollar Limit will be multiplied by a fraction, the numerator of which is the Participant's number of years (or part thereof) of

participation in the Plan, and the denominator of which is 10. To the extent provided by the Secretary of the Treasury, this paragraph will be applied to each change in the benefit structure of the Plan.

For a benefit commencing before a Participant's Social Security Retirement Age but at or after age 62, the Defined Benefit Dollar Limit will be adjusted in a manner which is consistent with the reduction for old-age insurance benefits commencing before Social Security Retirement Age under the Social Security Act. The reduction will be 5/9 of 1% for each of the first 36 months and 5/12 of 1% for each additional month (up to 24 months) by which benefits commence before the month of the Participant's Social Security

Retirement Age. The Defined Benefit Dollar Limit for a benefit commencing before age 62 will be adjusted to the Actuarial Equivalent of the Defined Benefit Dollar Limit for a benefit commencing at age 62 based on an interest rate equal to the greater of (1) 5%, or (2) the interest rate specified in the plan for determining actuarial equivalence for early retirement.

For a benefit commencing after a Participant's Social Security Retirement Age, the Defined Benefit Dollar Limit will be adjusted to the actuarial equivalent of the Defined Benefit Dollar Limit for a benefit commencing at the Participant's Social Security Retirement Age. For purposes of this paragraph, the interest rate used for adjusting the Defined Benefit Dollar Limit will be the lesser of (1) 5%, or (2) the interest rate specified in the plan for determining actuarial equivalence for early retirement.

(g) Defined Benefit Limit
The Defined Benefit Limit is the lesser of the Defined Benefit Dollar Limit or the Defined Benefit Compensation Limit.

(h) Defined Benefit Plan Fraction Denominator
The Defined Benefit Plan Fraction Denominator with respect to any Participant is the lesser of (1) the product of the Defined Benefit Dollar Limit multiplied by 1.25, or (2) the product of the Defined Benefit Compensation Limit multiplied by 1.4. However, for purposes of determining the Defined Benefit Plan Fraction Denominator, "years of service with the Employer or any Related or Predecessor Employer" will be substituted for "years of participation in the Plan" wherever it appears in Section 7.03(f).

(i) Defined Benefit Plan Fraction
The Defined Benefit Plan Fraction is a fraction determined as of the close of a Limitation Year, the numerator of which is the Projected Annual Benefit payable to a Participant under this Plan and the denominator of which is the Defined Benefit Fraction Denominator. If a Participant has participated in more than one defined benefit plan maintained by the Employer, the numerator of the Defined Benefit Plan Fraction is the sum of the projected annual benefits payable to the Participant under all of the defined benefit plans, whether or not terminated.

(j) Defined Contribution Limit

The Defined Contribution Limit for a given Limitation Year is equal to the lesser of (1) the Defined Contribution Compensation Limit, which is 25% of Aggregate Compensation applicable to the Limitation Year, or (2) the Defined Contribution Dollar Limit, which, for calendar years after 1983 is the greater of $30,000 or one-fourth of the Defined Benefit Dollar Limit for the Limitation Year, and for calendar years between 1976 and 1983 is one-third of the Defined Benefit Dollar Limit. If a short Limitation Year is created because of an amendment changing the Limitation Year to a different 12 consecutive month period, the Defined Contribution Dollar Limit is multiplied by a fraction, the numerator of which is equal to the number of months in the short Limitation Year and the denominator of which is 12.

(k) Defined Contribution Plan Fraction

The Defined Contribution Plan Fraction is a fraction determined as of the close of a Limitation Year, the numerator of which is the sum of the Annual Additions to the Participant's Accounts under all defined contribution plans of the Employer for the current and all prior Limitation Years and the denominator of which is the sum of the Annual Additions which would have been made for the Participant for the current and all prior Limitation Years (for all prior years of service with the Employer or any predecessor Employer) if in each Limitation year the Annual Additions equaled the lesser of (1) the product of the Defined Contribution Compensation Limit for the Limitation Year multiplied by 1.4, or (2) the product of the Defined Contribution Dollar Limit for the Limitation Year multiplied by 1.25. The aggregate amount in the numerator of this fraction due to years beginning before January 1, 1976 may not exceed the aggregate amount in the denominator of this fraction for all such years.

For purposes of this Section 7.03(k), the Annual Addition for any Limitation Year beginning before January 1, 1987 will not be recomputed to treat all Employee contributions as Annual Additions.

(l) Employer

The Employer is the Employer that adopts this Plan together with all Related Employers. For this purpose, the definition of Related Employer in Section 1.33 of this Plan is modified by Code Section 415(h).

(m) Limitation Year

The Limitation Year will be the 12 consecutive month period which is specified in Article 1 of this Plan and which is adopted for all qualified plans maintained by the Employer pursuant to a Written Resolution adopted by the Employer. In the event of a change in the Limitation Year, the additional limitations of Treasury Regulation Section 1.415-2(b)(4)(iii) will also apply.

(n) Projected Annual Benefit
For purposes of this Section, a Participant's Projected Annual Benefit is equal to the annual benefit to which a Participant in a defined benefit Plan would be entitled under the terms of the plan

based on the following assumptions:

- The Participant will continue employment until reaching normal retirement age as determined under the terms of the plan (or current age, if that is later);
- The Participant's compensation for the Limitation Year under consideration will remain the same for all future years;
- All other relevant factors used to determine benefits under the plan for the Limitation Year under consideration will remain constant for all future Limitation Years; and
- The benefits resulting from any Participant Contributions or Rollover Contributions are disregarded.

(o) Social Security Retirement Age
Social Security Retirement Age means age 65 for a Participant born before January 1, 1938; age 66 for a Participant born after December 31, 1937, but before January 1, 1955; and age 67 for a Participant born after December 31, 1954.

(p) Transition Rule Under TRA '86
If at the beginning of the first Limitation Year beginning after December 31, 1986, an Employee was a Participant in a defined benefit plan of the Employer or any Related Employer that was in existence on May 6, 1986, the Defined Benefit Dollar Limit for that Participant is the greater of the Defined Benefit Dollar Limit described above or the Participant's Current Accrued Benefit on that date determined without regard to changes in the terms and conditions of the Plan or cost-of-living increases occurring after May 5, 1986. This Section 7.03(p) applies only if all defined benefit plans maintained by the Employer and all Related Employers, individually and in the aggregate, satisfied the requirements of

Code Section 415 for all Limitation Years beginning before January 1, 1987.

(q) Transition Rule Under TEFRA
The Defined Benefit Dollar Limit for a Participant in a defined benefit plan of the Employer or any Related Employer that was in existence on July 1, 1982, will not be less than the protected current accrued benefit, payable annually, provided under question T-3 of Internal Revenue Service Notice 83-10.

7.04 Effect of Top-Heavy Status

(a) General
Notwithstanding the provisions of Section 7.03, "1.0" will be substituted for "1.25" wherever it appears in Sections 7.03(h) and 7.03(k) for any Limitation Year in which the Plan is found to be Top-Heavy for the Plan Year which coincides with or ends within such Limitation Year.

(b) Non-application
Section 7.04(a) will not apply for any Limitation Year in which, for the Plan Year which coincides with or ends within such Limitation Year, (1) the Plan is not determined to be Super Top-Heavy and (2) for any Non-Key Employee who is a Participant in both this Plan and a defined benefit plan maintained by the Employer or a Related Employer, the annual allocation of Employer contributions plus Forfeitures under this Plan is not less than 7.5% of the Non-Key Employee's Aggregate Compensation.

ARTICLE 8

MISCELLANEOUS

8.01 Employment Rights of Parties Not Restricted

The adoption and maintenance of this Plan will not be deemed a contract between the Employer and any Employee. Nothing in this Plan will give any Employee or Participant the right to be retained in the employ of the Employer or to interfere with the right of the Employer to discharge any Employee or Participant at any time, nor will it give the Employer the right to require any Employee or Participant to remain in its employ, or to interfere with any Employee's or Participant's right to terminate his employment at any time.

8.02 Alienation

(a) General

No person entitled to any benefit under this Plan will have any right to sell, assign, transfer, hypothecate, encumber, commute, pledge, anticipate or otherwise dispose of his interest in the benefit, and any attempt to do so will be void. No benefit under this Plan will be subject to any legal process, levy, execution, attachment or garnishment for the payment of any claim against such person.

(b) Exceptions

Section 8.02(a) will not apply to the extent a Participant or Beneficiary is indebted to the Plan under the provisions of the Plan. At the time a distribution is to be made to or for a Participant's or Beneficiary's benefit, the portion of the amount distributed which equals the indebtedness will be withheld by the Trustee to apply against or discharge the indebtedness. Before making a payment, however, the Participant or Beneficiary must be given written notice by the Plan Administrator that the indebtedness is to be so paid in whole or part from his Participant's Accrued Benefit. If the Participant or Beneficiary does not agree that the indebtedness is a valid claim against his Vested Accrued Benefit, he will be entitled to a review of the validity of the claim in accordance with procedures established by the Plan Administrator.

Section 8.02(a) will not apply to a qualified domestic relations order (QDRO) as defined in Code Section 414(p), and those other domestic relations orders permitted to be so treated by the Plan Administrator under the provisions of the Retirement Equity Act of 1984. The Plan Administrator will establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders. Further, to the extent provided under a QDRO, a former spouse of a Participant will be treated as the spouse or Surviving Spouse for all purposes under the Plan. Where, however, because of a QDRO, more than one individual is to be treated as a Surviving Spouse, the total amount to be paid in the form of a Qualified Survivor Annuity or the survivor portion of a Qualified Joint and Survivor Annuity may not exceed the amount that would be paid if there were only one

Surviving Spouse. All rights and benefits, including elections, provided to a Participant under this Plan will be subject to the rights afforded to any alternate payee as such term is defined in Code Section 414(p).

This Plan specifically permits distribution to an alternate payee under a QDRO (without regard to whether the Participant has attained his or her earliest retirement age as that term is defined under Code Section 414(p)) in the same manner that is provided for a Vested Terminated Participant.

8.03 Qualification of Plan

The Employer will have the sole responsibility for obtaining and retaining qualification of the Plan under the Code with respect to the Employer's individual circumstances.

8.04 Construction

To the extent not preempted by ERISA, this Plan will be construed according to the laws of the state in which the Employer's principal place of business is located. Words used in the singular will include the plural, the masculine gender will include the feminine, and vice versa, whenever appropriate.

8.05 Named Fiduciaries

(a) Allocation of Functions

The authority to control and manage the operation and administration of the Plan and Trust created by this instrument will be allocated between the Plan Sponsor and the Plan Administrator, each of whom are designated as Named Fiduciaries with respect to the Plan and Trust as provided for by Section 402(a)(2) of ERISA. The Plan Sponsor reserves the right to allocate the various responsibilities for the present execution of the functions of the Plan, other than the Trustees' responsibilities, among its Named Fiduciaries. Any person or group of persons may serve in more than one fiduciary capacity with regard to the Plan.

(b) Responsibilities of the Plan Sponsor

The Plan Sponsor, in its capacity as a Named Fiduciary, will have only the following authority and responsibility:

- To appoint or remove the Plan Administrator and furnish the Trustee with certified copies of any resolutions of the Plan Sponsor with regard thereto;

- To appoint and remove the Trustee;

- To appoint a successor Trustee or additional Trustees;

- To communicate information to the Plan Administrator and the Trustee as needed for the proper performance of the duties of each;

- To appoint an investment manager (or to refrain from such appointment), to monitor the performance of the investment manager so appointed, and to terminate such appointment (more than one investment manger may be appointed and in office at any time); and

- To establish and communicate to the Trustee a funding policy for the Plan.

(c) Limitation on Obligations of Named Fiduciaries
No Named Fiduciary will have authority or responsibility to deal with matters other than as delegated to it under this Plan or by operation of law. A Named Fiduciary will not in any event be liable for breach of fiduciary responsibility or obligation by another fiduciary (including Named Fiduciaries) if the responsibility or authority of the act or omission deemed to be a breach was not within the scope of the Named Fiduciary's authority or delegated responsibility.

(d) Standard of Care and Skill
The duties of each fiduciary will be performed with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like objectives.

8.06 Status of Insurer

The term Insurer refers to any legal reserve life insurance company licensed to do business in the state within which the Employer maintains its principal office. The Insurer will file such returns, keep such records, make such reports and supply such information as required by applicable law or regulation.

8.07 Adoption and Withdrawal by Other Organizations

(a) Procedure for Adoption

Subject to the provisions of this Section 8.07, any organization now in existence or hereafter formed or acquired, which is not already a Participating Employer under this Plan and which is otherwise legally eligible may, in the future, with the consent and approval of the Plan Sponsor, by formal Written Resolution (referred to in this Section as an Adoption Resolution), adopt the Plan and Trust hereby created for all or any classification of persons in its employment and thereby, from and after the specified effective date, become a Participating Employer under this Plan. Such consent will be effected by and evidenced by a formal Written Resolution of the Plan Sponsor. The Adoption Resolution may contain such specific changes and variations in Plan terms and provisions applicable to the adopting Participating Employer and its Employees as may be acceptable to the Plan Sponsor and the Trustee. However, the sole, exclusive right of any other amendment of whatever kind or extent to the Plan is reserved to the Plan Sponsor. The Adoption Resolution will become, as to the adopting organization and its Employees, a part of this Plan as then amended or thereafter amended. It will

not be necessary for the adopting organization to sign or execute the original or then amended Plan and Trust Agreement or any future amendment to the Plan and Trust Agreement. The effective date of the Plan for the adopting organization will be that stated in the Adoption Resolution and from and after such effective date the adopting organization will assume all the rights, obligations and liabilities as a Participating Employer under this Plan. The administrative powers of and control by the Plan Sponsor as provided in the Plan, including the sole right of amendment or termination of the Plan, of appointment and removal of the Plan Administrator and

the Trustee, and of appointment and removal of an investment manager will not be diminished by reason of the participation of the adopting organization in the Plan.

(b) Withdrawal
Any Participating Employer may withdraw from the Plan at any time, without affecting the Plan Sponsor or other Participating Employers not withdrawing, by complying with the provisions of the Plan. A withdrawing Participating Employer may arrange for the continuation by itself or its successor of this Plan in separate forms for its own employees, with such amendments, if any, as it may deem proper, and may arrange for continuation of the Plan by merger with an existing plan and transfer of plan assets. The Plan Sponsor may, it its absolute discretion, terminate a Participating Employer's participation at any time when in its judgment the Participating Employer fails or refuses to discharge its obligations under the Plan.

(c) Adoption Contingent Upon Initial and Continued Qualifications
The adoption of this Plan by an organization as provided is hereby made contingent and subject to the condition precedent that said adopting organization meets all the statutory requirements for qualified plans, including, but not limited to, Sections 401(a) and 501(a) of the Internal Revenue Code for its Employees. If the Plan or the Trust, in its operation, becomes disqualified, for any reason, as to the adopting organization and its Employees, the portion of the Plan assets allocable to them will be segregated as soon as is administratively feasible, pending either the prompt (1) requalification of the Plan as to the organization and its employees to the satisfaction of the Internal Revenue Service so as not to affect the continued qualified status thereof as to other Employers, (2) withdrawal of the organization from this Plan and a continuation by itself or its successor of its plan separately from this Plan, or by merger with another existing plan, with a transfer of its said segregated portion of Plan assets, or (3) termination of the Plan as to itself and its Employees.

8.08 Employer Contributions
Employer contributions made to the Plan and Trust are made and will be held for the sole purpose of providing benefits to Participants and their Beneficiaries.

In no event will any contribution made by the Employer to the Plan and Trust or income therefrom revert to the Employer except as provided in

Section 7.01(e) or as provided below.

(a) Any contribution made to the Plan and Trust by the Employer because of a mistake of fact may be returned to the Employer within one year of such contribution.

(b) Notwithstanding any other provision of the Plan and Trust, if the Internal Revenue Service determines initially that the Plan, as adopted by the Employer, does not qualify under applicable sections of the Code and applicable Treasury Department Regulations, and the Employer does not wish to amend this Plan and Trust so that it does qualify, the value of all assets will be distributed by the Trustee to the Employer within one year after the date such initial qualification is denied. Thereafter, the Employer's participation in this Plan and Trust will be considered rescinded and of no force or effect.

(c) Any contribution made by the Employer will be conditioned on the deductibility of such contribution and may be refunded to the Employer, to the extent the contribution is determined not to be deductible, within one year after such determination is made.

ARTICLE 9

ADMINISTRATION

9.01 Plan Administrator

The Plan Administrator will have the responsibility for the general supervision and administration of the Plan and will be a fiduciary of the Plan. The Employer may, by Written Resolution, appoint one or more individuals to serve as Plan Administrator. If the Employer does not appoint an individual or individuals as Plan Administrator, the Employer will function as Plan Administrator. The Employer may at any time, with or without cause, remove an individual as Plan Administrator or substitute another individual therefor.

9.02 Powers and Duties of the Plan Administrator

The Plan Administrator will be charged with and will have delegated to it the power, duty, authority and discretion to interpret and construe the provisions of this Plan, to determine its meaning and intent and to make application thereof to the facts of any individual case; to determine in its discretion the rights and benefits of Participants or the eligibility of Employees; to give necessary instructions and directions to the Trustee and the Insurer as herein provided or as may be requested by the Trustee and the Insurer from time to time; to resolve all questions of fact relating to any of the foregoing; and to generally direct the administration of the Plan according to its terms. All decisions of the Plan Administrator in matters properly coming before it according to the terms of this Plan, and all actions taken by the Plan Administrator in the proper exercise of its administrative powers, duties and responsibilities, will be final and binding upon all Employees, Participants and Beneficiaries and upon any person having or claiming any rights or interest in this Plan. The Employer and the Plan

Administrator will make and receive any reports and information, and retain any records necessary or appropriate to the administration of this Plan or to the performance of duties hereunder or to satisfy any requirements imposed by law. In the performance of its duties, the Plan Administrator will be entitled to rely on information duly furnished by any Employee, Participant or Beneficiary or by the Employer or Trustee.

9.03 Actions of the Plan Administrator

The Plan Administrator may adopt such rules as it deems necessary, desirable or appropriate with respect to the conduct of its affairs and the administration of the Plan. Whenever any action to be taken in accordance with the terms of the Plan requires the consent or approval of the Plan Administrator, or whenever an interpretation is to be made of the terms of the Plan, the Plan Administrator will act in a uniform and non-discriminatory manner, treating all Employees and Participants in similar circumstances in a like manner. If the Plan Administrator is a group of individuals, all of its decisions will be made by a majority vote. The Plan Administrator will have the authority to employ one or more persons to render advice or services with regard to the responsibilities of the Plan Administrator, including but not limited to attorneys, actuaries, and accountants. Any persons employed to render advice or services will have no fiduciary responsibility for any ministerial functions performed with respect to this Plan.

9.04 Reliance on Plan Administrator and Employer

Until the Employer gives notice to the contrary, the Trustee and any persons employed to render advice or services will be entitled to rely on the designation of Plan Administrator that has been furnished to them. In addition, the Trustee and any persons employed to render advice or services will be fully protected in acting upon the written directions and instructions of the Plan Administrator made in accordance with the terms of this Plan. If the Plan Administrator is a group of individuals, unless otherwise specified, any one of such individuals will be authorized to sign documents on behalf of the Plan Administrator and such authorized signatures will be recognized by all person dealing with the Plan Administrator. The Trustee and any persons employed to render advice or services may take cognizance of any rules established by the Plan Administrator and rely upon them until notified to the contrary. The Trustee and any persons employed to render advice or

services will be fully protected in taking any action upon any paper or document believed to be genuine and to have been properly signed and presented by the Plan Administrator, Employer or any agent of the Plan Administrator acting on behalf of the Plan Administrator.

9.05 Reports to Participants

The Plan Administrator will report in writing to a Participant his Accrued Benefit under the Plan and the Vested Percentage of such benefit when the Participant terminates his employment or requests such a report in writing from the Plan Administrator. To the extent required by law or regulation, the Plan Administrator will annually furnish to each Participant, and to each Beneficiary receiving benefits, a report which fairly summarizes the Plan's most recent report.

9.06 Bond

The Plan Administrator and other fiduciaries of the Plan will be bonded to the extent required by ERISA or other applicable law. No additional bond or other security for the faithful performance of any duties under this Plan will be required.

9.07 Compensation of Plan Administrator

The Compensation of the Plan Administrator will be left to the discretion of the Plan Sponsor; no person who is receiving full pay from the Employer will receive compensation for services as Plan Administrator. All reasonable and necessary expenses incurred by the Plan Administrator in supervising and administering the Plan will be paid from the Plan assets by the Trustee at the direction of the Plan Administrator to the extent not paid by the Plan Sponsor.

9.08 Claims Procedure

The Plan Administrator will make all determinations as to the rights of any Employee, Participant, Beneficiary or other person under the terms of this Plan. Any Employee, Participant or Beneficiary, or person claiming under them, may make claim for benefit under this Plan by filing written notice with the Plan Administrator setting forth the substance of the claim. If a claim is wholly or partially denied, the claimant will have the opportunity to appeal the denial upon filing with the Plan Administrator a written request for review within 60 days after

receipt of notice of denial. In making an appeal the claimant may

examine pertinent Plan documents and may submit issues and comments in writing. Denial of a claim or a decision on review will be made in writing by the Plan Administrator delivered to the claimant within 60 days after receipt of the claim or request for review, unless special circumstances require an extension of time for processing the claim or review, in which event the Plan Administrator's decision must be made as soon as possible thereafter but not beyond an additional 60 days. If no action on an initial claim is taken within 120 days, the claims will be deemed denied for purposes of permitting the claimant to proceed to the review stage. The denial of a claim or the decision on review will specify the reasons for the denial or decision and will make reference to the pertinent Plan provisions upon which the denial or decision is based. The denial of a claim will also include a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of the claim review procedure herein described. The Plan Administrator will serve as an agent for service of legal process with respect to the Plan unless the Employer, through written resolution, appoints another agent.

If a Participant or Beneficiary is entitled to a distribution from the Plan, the Participant or Beneficiary will be responsible for providing the Plan Administrator with his current address. If the Plan Administrator notifies the Participant or Beneficiary by registered mail (return receipt requested) at his last known address that he is entitled to a distribution and also notifies him of the provisions of this paragraph, and the Participant or Beneficiary fails to claim his benefits under the Plan or provide his current address to the Plan Administrator within one year after such notification, the distributable amount will be forfeited and used to reduce the cost of the Plan. If the Participant or Beneficiary is subsequently located, such benefit will be restored.

9.09 Liability of Fiduciaries

Except for a breach of fiduciary responsibility due to gross negligence or willful misconduct, the Plan Administrator will not incur any individual liability for any decision, act, or failure to act hereunder. The Plan Administrator may engage agents to assist it and may engage legal counsel who may be counsel for the Employer. The Plan Administrator will not be responsible for any action taken or omitted to be taken on the advice of counsel.

The Trustee will be solely responsible for its own acts or omissions. The Trustee will have no duty to question any other fiduciary's performance of duties allocated to such other fiduciary pursuant to the Plan.

If there is more than one person serving as a fiduciary in any capacity, each will use reasonable care to prevent the other or others from committing a breach of this Plan. Nothing contained in this Section will preclude any agreement allocating specific responsibilities or obligations among the co-fiduciaries provided that the agreement does

not violate any of the terms and provisions of this Plan. In those instances where any duties have been allocated between co-fiduciaries, a

fiduciary will not be liable for any loss resulting to the Plan arising from any act or omission on the part of another co-fiduciary to whom responsibilities or obligations have been allocated except under the following circumstances:

- If he participates knowingly in, or knowingly undertakes to conceal, an act or omission of a co-fiduciary knowing the act or omission is a breach; or

- If by his failure to comply with his specific responsibilities which give rise to his status as a fiduciary, he has enabled the other fiduciary to commit a breach; or

- If he has knowledge of a breach by a co-fiduciary, unless he makes reasonable efforts under the circumstances to remedy the breach.

9.10 Expenses of Administration

The Employer does not and will not guarantee the Plan assets against loss. The Employer may in its sole discretion, but will not be obligated to, pay the ordinary expenses of establishing the Plan, including the fees of consultants, accountants and attorneys in connection therewith. The Employer may, in its sole discretion (but will not be obligated to), pay other costs and expenses of administering the Plan, the taxes imposed upon the Plan, if any, and the fees, charges or commissions with respect to the purchase and sale of Plan assets. Unless paid by the Employer, such costs and expenses, taxes (if any), and fees, charges and commissions will be a charge upon Plan assets and deducted by the Trustee.

9.11 Distribution Authority

If any person entitled to receive payment under this Plan is a minor, declared incompetent or is under other legal disability, the Plan Administrator may, in its sole discretion, direct the Trustee to:

- Distribute directly to the person entitled to the payment;

- Distribute to the legal guardian or, if none, to a parent of the

person entitled to payment or to a responsible adult with whom the person entitled to payment maintains his residence;

- Distribute to a custodian for the person entitled to payment under the Uniform Gifts to Minors Act if permitted by the laws of the state in which the person entitled to payment resides; or

- Withhold distribution of the amount payable until a court of competent jurisdiction determines the rights of the parties thereto or appoints a guardian of the estate of the person entitled to payment.

If there is any dispute, controversy or disagreement between any Beneficiary or person and any other person as to who is entitled to receive the benefits payable under this Plan, or if the Plan Administrator is uncertain as to who is entitled to receive benefits, or if the Plan Administrator is unable to locate the person who is entitled

to benefits, the Plan Administrator may with acquittance interplead the funds into a court of competent jurisdiction in the judicial district in which the Employer maintains its principal place of business and, upon depositing the funds with the clerk of the court, be released from any further responsibility for the payment of the benefits. If it is necessary for the Plan Administrator to retain legal counsel or incur any expense in determining who is entitled to receive the benefits, whether or not it is necessary to institute court action, the Plan Administrator will be entitled to reimbursement from the benefits for the amount of its reasonable costs, expenses and attorneys' fees incurred.

ARTICLE 10

AMENDMENT OR TERMINATION OF PLAN

10.01 Right of Plan Sponsor to Amend or Terminate

The Plan Sponsor reserves the right to alter, amend, revoke or

terminate this Plan. No amendment will deprive any Participant or Beneficiary of any vested right nor will it reduce the present value (determined upon an actuarial equivalent basis) of any Accrued Benefit to which he is then entitled with respect to Employer contributions previously made, except as may be required to maintain the Plan as a qualified plan under the Code. No amendment will change the duties or responsibilities of the Trustee without its express written consent thereto.

A plan amendment which has the effect of (a) eliminating or reducing an early retirement benefit or a retirement-type subsidy, or (b) eliminating an optional benefit form, will, with respect to benefits attributable to service before the amendment be treated as reducing Accrued Benefits. In the case of a retirement-type subsidy, the preceding sentence will apply only with respect to a Participant who satisfies (either before or after the amendment) the preamendment conditions for the subsidy. In general, a retirement-type subsidy is a subsidy that continues after retirement but does not include a disability retirement benefit, a medical benefit, a social security supplement, a pre-retirement death benefit, or a plant shutdown benefit (that does not continue after retirement).

A minimum Accrued Benefit value will apply if this Plan is or becomes a successor to a profit sharing plan, a defined contribution pension plan, a target benefit plan, or a defined benefit pension plan which was fully insured, or any plan under which the accrued benefit of a Participant was determined as a lump sum or account balance. The actuarial equivalent value of a Participant's Accrued Benefit will not be less than the actuarial equivalent value of his Accrued Benefit on the Effective Date of the Plan.

10.02 Allocation of Assets Upon Termination of Plan

If this Plan is revoked or terminated (in whole or in part) or if contributions are completely discontinued the Accounts of all affected Participants will become non-forfeitable. The Employer will then arrange for allocation of all assets among Participants so affected by the total or partial termination in accordance with the requirements of all applicable law and the regulations and requirements of the Internal Revenue Service. All allocated amounts will be retained in the Plan to the credit of the individual Participants until distribution as directed by the Employer. Distribution to Participants may be in the form of cash or other Plan assets or partly in each.

10.03 Exclusive Benefit

At no time will any part of the principal or income of the Plan assets be used or diverted for purposes other than the exclusive benefit of Participants in the Plan and their Beneficiaries, nor may any portion

of the Plan assets revert to the Employer except as provided in Sections 7.01(e) and 8.08.

10.04 Failure to Qualify

Notwithstanding any of the foregoing provisions, if this Plan, upon adoption by the Employer, is submitted to the Internal Revenue Service which then determines that the Plan as initially adopted by the Employer is not a qualified plan under the Code, the Employer may elect to terminate this Plan by giving written notice thereof. Such termination will have the same effect as if the Plan were never adopted, all policies and contracts will be cancelled, and all contributions, to the extent recoverable from the Trustee, will be returned to their source. If any amendment to this Plan is submitted to the Internal Revenue Service within the period allowed under Code Section 401(b) which then determines that the Plan as amended is not a qualified plan under the Code, the Employer may cancel or modify any or all provisions of the amendment retroactive to the effective date of the amendment in order to maintain the qualified status of the Plan, whereupon written notice thereof will be furnished to all affected Employees, Participants and Beneficiaries.

10.05 Mergers, Consolidations or Transfers of Plan Assets

In the event this Plan is merged or consolidated with another plan which is qualified under Code Sections 401(a) (and 501(a) if applicable), or in the event of a transfer of the assets or liabilities of this Plan to another plan which is qualified under Code Sections 401(a) (and 501(a) if applicable), the benefit which each Participant would be entitled to receive under the successor plan or other plan if it were terminated immediately after the merger, consolidation or transfer will be equal to or greater than the benefit which the Participant would have received immediately before the merger, consolidation or transfer if this Plan had then terminated.

Any transfer of assets and/or liabilities to (or from) this Plan from (or to) another plan qualified under Code Sections 401(a) (and 501(a) if applicable) will be evidenced by a Written Resolution by the Plan Sponsor of each affected plan which specifically authorizes such transfer of assets and/or liabilities.

Any transfer of assets to this Plan will be allowed under the provisions of this Section if such transferred assets are not required to be paid in the form of a qualified joint & survivor annuity or a qualified survivor annuity in accordance with Code Section 401(a)(11).

10.06 Effect of Plan Amendment on Vesting Schedule

No amendment to the Vesting Schedule will deprive a Participant of his nonforfeitable right to his Vested Accrued Benefit as of the date of the amendment. Further, if the Vesting Schedule of the Plan is amended, or if the Plan is amended in any way that directly or indirectly affects the computation of a Participant's non-forfeitable percentage, each Participant with at least 3 Years of Vesting Service as of the last day of the election period described below may elect, within a reasonable period after the adoption of the amendment, to have his Vested Percentage computed under the Plan without regard to such

amendment. The period during which such election may be made will commence with the date the amendment is adopted and will end 60 days after the latest of:

(a) the date the amendment is adopted;

(b) the date the amendment becomes effective; or

(c) the date the Participant is issued written notice of the amendment by the Employer.

ARTICLE 11

TRUSTEE AND TRUST FUND

11.01 Acceptance of Trust

The Trustee, by signing this Agreement, accepts this Trust and agrees to perform the duties of the Trustee in accordance with the terms and conditions set forth herein.

11.02 Trust Fund

(a) Purpose and Nature

The Trustee will establish and maintain a Trust Fund for purposes of providing a means of accumulating the assets necessary to provide the benefits which become payable under the Plan. The Trustee will receive, hold and invest all contributions made by the Employer, any Participating Employers, and the Participants, including the investment earnings thereon. The Trust Fund arising from such contributions and earnings will consist of all assets held by the Trustee under the Plan and Trust. All benefits payable under the Plan will be paid by the Trustee from the Trust Fund.

Any person having any claim under the Plan will look solely to the assets of the Trust Fund for satisfaction. In no event will the Plan Administrator, the Employer, any Employees, any officer of the Employer or any agents of the Employer or the Plan Administrator be liable in their individual capacities to any person whomsoever, under the provisions of this Plan and Trust, except as provided by law.

The Trust Fund will be used and applied only in accordance with the provisions of the Plan and Trust, to provide the benefits thereof, and no part of the corpus or income of the Trust Fund will be used for, or diverted to, purposes other than for the exclusive benefit of the Participants or their Beneficiaries entitled to benefits under the Plan, except to the extent specifically provided elsewhere herein.

(b) Investments
The Trustee will invest the Trust Fund in accordance with the proper directions of the Plan Administrator or Investment Manager.

(c) Investment Policy
The Plan Sponsor (or the Plan Administrator or an Investment Committee appointed by the Plan Sponsor) will have the right to periodically provide the Trustee with a written investment policy which, in consideration of the needs of the Plan, sets forth the investment objectives, policies, and guidelines which the Plan Sponsor judges to be appropriate and prudent.

(d) Operation of Trust Fund
The Trust Fund will be maintained in accordance with the accounting requirements of the Plan. No Participant will have any right to

any specific asset or any specific portion of the Trust Fund prior to distribution of benefits. Withdrawals from the Trust Fund will be made to provide benefits to Participants and Beneficiaries in the amounts specified by the Plan, and to pay expenses authorized by the Plan Administrator.

(e) Plan Sponsor Direction of Investment
The Plan Sponsor will have the right to direct the Trustee with respect to the investment and reinvestment of assets comprising the Trust Fund. The Trustee and the Plan Sponsor (or the Plan Administrator or an Investment Committee appointed by the Plan Sponsor) will execute a letter of agreement as a part of this Plan containing such conditions, limitations and other provisions they deem appropriate before the Trustee will follow any Plan Sponsor direction with respect to the investment or reinvestment of any part of the Trust Fund.

11.03 Receipt of Contributions
The Trustee will be accountable to the Employer for the funds contributed to it, but will have no duty to see that the contributions received comply with the provisions of the Plan. The Trustee will not be obligated to collect any contributions from the Employer or the Participants.

11.04 Powers of the Trustee
Subject to the provisions and limitations contained elsewhere in this Plan, the Trustee will have full discretion and authority with regard to the investment of the Trust Fund; provided, however, that the Trustee's authority and discretion with respect to the Trust Fund shall at all times be subject to the proper written directions of the Plan Administrator or Investment Manager. The Trustee is authorized and empowered, but not by way of limitation, with the following powers, rights and duties:

(a) To invest any part or all of the Trust Fund in any common or preferred stocks, open-end or closed-end mutual funds, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U.S. Treasury bills, book entry deposits with the United States Federal Reserve Bank or System, Master Notes or similar arrangements sponsored by the Trustee or any other financial institution as permitted by law, improved or unimproved real estate situated in the United States, mortgages, notes or other property of any kind, real or personal, as a prudent man would so invest under like circumstances with due regard for the purposes of this Plan;

(b) To maintain any part of the assets of the Trust Fund in cash, or in demand or short-term time deposits bearing a reasonable rate of interest (including demand or short-term time deposits of or with

the Trustee), or in a short-term investment fund or in other cash equivalents having ready marketability, including, but not limited to, U.S. Treasury Bills, commercial paper, certificates of deposit (including such certificates of deposit of or with the Trustee), and similar types of short-term securities, as may be deemed

necessary by the Trustee in its sole discretion;

(c) To manage, sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all property, real or personal, in such manner, for such considerations and on such terms and conditions as the Trustee will decide;

(d) To credit and distribute the Trust as directed by the Plan Administrator or any agent of the Plan Administrator. The Trustee will not be obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. The Trustee will be accountable only to the Plan Administrator for any payment or distribution made by it in good faith on the order or direction of the Plan Administrator or any agent of the Plan Administrator;

(e) To borrow money, assume indebtedness, extend mortgages and encumber by mortgage or pledge;

(f) To compromise, contest, arbitrate, or abandon claims and demands, in its discretion;

(g) To have with respect to the Trust all of the rights of an individual owner, including the power to give proxies, to participate in any voting trusts, mergers, consolidations or liquidations, and to exercise or sell stock subscriptions or conversion rights;

(h) To hold any securities or other property in the name of the Trustee or its nominee, or in another form as it may deem best, with or without disclosing the trust relationship;

(i) To perform any and all other acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust;

(j) To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until final adjudication is made by a court of competent jurisdiction;

(k) To file all tax forms or returns required of the Trustee;

(l) To begin, maintain or defend any litigation necessary in connection with the administration of the Plan, except that the Trustee will not be obligated to or required to do so unless indemnified to its satisfaction; and

(m) To keep any or all of the Trust property at any place or places within the United States or abroad, or with a depository or custodian at such place or places; provided, however, that the

Trustee may not maintain the indicia of ownership of any assets of the Plan outside the jurisdiction of the District Courts of the United States, except as may be expressly authorized in U.S. Treasury or U.S. Department of Labor regulations.

11.05 Investment in Common or Collective Trust Funds

Notwithstanding the provisions of Section 11.04, the Plan Sponsor specifically authorizes the Trustee to invest all or any portion of the assets comprising the Trust Fund in any common or collective trust fund which at the time of the investment provides for the pooling of the assets of plans qualified under Code Section 401(a). The authorization applies only if such common or collective trust fund: (a) is exempt from taxation under Code Section 584 or 501(a); (b) if exempt under Code Section 501(a), expressly limits participation to pension and profit sharing trusts which are exempt under Code Section 501(a) by reason of qualifying under Code Section 401(a); (c) prohibits that part of its corpus or income which equitably belongs to any participating trust from being used for or diverted to any purposes other than for the exclusive benefit of the Employees or their Beneficiaries who are

entitled to benefits under such participating trust; (d) prohibits assignment by participating trust of any part of its equity or interest in the group trust; and (e) the sponsor of the group trust created or organized the group trust in the United States and maintains the group trust at all times as a domestic trust in the United States. The provisions of the common or collective trust fund agreement, as amended by the Trustee from time to time, are by this reference incorporated within this Plan and Trust. The provisions of the common or collective trust fund will govern any investment of Plan assets in that fund. This provision constitutes the express permission required by Section 408(b)(8) of ERISA.

11.06 Investment in Insurance Company Contracts

The Trustee may invest any portion of the Trust Fund in a deposit administration, guaranteed investment or similar type of investment contract (hereinafter referred to as Contract); provided, however, that no such Contract may provide for an optional form of benefit which would not be provided for under the provisions hereof. The Trustee will be the complete and absolute owner of Contracts held in the Trust Fund.

The Trustee may convert from one form to another any Contract held in the Trust Fund; designate any mode of settlement; sell or assign any Contract held in the Trust Fund; surrender for cash any Contract held in the Trust Fund; agree with the insurance company issuing any Contract to any release, reduction, modification or amendment thereof; and, without limitation of any of the foregoing, exercise any and all of the rights, options and privileges that belong to the absolute owner of any Contract held in the Trust Fund that are granted by the terms of any such Contract or by the terms of this Agreement.

The Trustee will hold in the Trust Fund the proceeds of any sale, assignment or surrender of any Contract held in the Trust Fund and any and all dividends and other payments of any kind received in respect to any Contract held in the Trust Fund.

No insurance company which may issue any Contract based upon the application of the Trustee will be responsible for the validity of this Plan, be required to look into the terms of this Plan, be required to

question any act of the Plan Administrator or the Trustee hereunder or be required to verify that any action of the Trustee is authorized by this Plan. If a conflict should arise between the terms of the Plan and any such Contract, the terms of the Plan will govern.

11.07 Fees and Expenses from Fund

The Trustee will be entitled to receive reasonable annual compensation as may be mutually agreed upon from time to time between the Plan Sponsor and the Trustee. The Trustee will pay all expenses reasonably incurred by it in its administration and investment of the Trust Fund from the Trust Fund unless the Plan Sponsor pays the expenses. No person who is receiving full pay from the Plan Sponsor will receive compensation for services as Trustee.

11.08 Records and Accounting

The Trustee will keep full and complete records of the administration of the Trust Fund which the Employer and the Plan Administrator may examine at any reasonable time. As soon as practical after the end of each Plan Year and at such other reasonable times as the Employer may direct, the Trustee will prepare and deliver to the Employer and the Plan Administrator an accounting of the administration of the Trust, including a report on the valuation of all assets of the Trust Fund, such valuation to be based upon the fair market value on the valuation date.

11.09 Distribution Directions

If no one claims a payment or distribution made from the Trust, the Trustee will notify the Plan Administrator and will dispose of the payment in accordance with the subsequent direction of the Plan Administrator.

11.10 Third Party

No person dealing with the Trustee will be obliged to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of the Plan. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and will not be liable to any person whomsoever in so doing. The certification of the Trustee that it is acting in accordance with the Plan will be conclusive in favor of any person relying on the certification.

11.11 Professional Agents

The Trustee may employ and pay from the Trust Fund reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee may delegate to any agent, attorney, accountant or other person selected by it any non-Trustee power or duty vested in it by the Plan; the Trustee may act or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected.

11.12 Valuation of Trust

The Trustee will value the Trust Fund as of the last day of each Plan Year to determine the fair market value of the Trust, and the Trustee will value the Trust Fund on such other date(s) as may be necessary to carry out the provisions of the Plan.

11.13 Liability of Trustee

The Trustee shall discharge its duties under the Plan solely in the interests of Plan Participants and their Beneficiaries and for the exclusive purpose of providing benefits to Plan Participants and their Beneficiaries and defraying reasonable expenses of administering the Trust Fund. The Trustee shall discharge its duties hereunder with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The duties of the Trustee shall be limited to the assets held in the Trust Fund, and the Trustee shall have no duties with respect to assets held by any other person including, without limitation, any other trustee for the Plan. The duties of the Trustee are subject to and limited by the second paragraph of Section 9.09.

The Plan Sponsor agrees to hold the Trustee harmless from and against any liability that the Trustee may incur in the administration of the Trust Fund including, without limitation, liability for legal and other professional fees, unless arising from the Trustee's own negligence or misconduct, or except as may be prohibited by ERISA.

The Trustee will be liable only for the safeguarding and administration of the assets of this Trust Fund in accordance with the provisions hereof and any amendments hereto and no other duties or responsibilities will be implied. The Trustee will not be required to pay any interest on funds paid to or deposited with it or to its credit under the provisions of this Trust, unless pursuant to a written agreement between the Employer and the Trustee. The Trustee will not be responsible for the adequacy of the Trust Fund to meet and discharge any liabilities under the Plan and will not be required to make any payment of any nature except from funds actually received as Trustee. The Trustee may consult with legal counsel (who may be legal counsel

for the Employer) selected by the Trustee and will be fully protected for any action taken, suffered or omitted in good faith in accordance with the opinion of said legal counsel. It will not be the duty of the Trustee to determine the identity or mailing address of any Participant or any other person entitled to benefits hereunder, such identity and mailing addresses to be furnished by the Employer, the Plan Administrator or an agent of the Plan Administrator. The Trustee will be under no liability in making payments in accordance with the terms of this Plan and the certification of the Plan Administrator or an agent of the Plan Administrator who has been granted such powers by the Plan Administrator.

Except to the extent required by any applicable law, no bond or other security for the faithful performance of duty hereunder will be

required of the Trustee.

11.14 Removal or Resignation and Successor Trustee

A Trustee may resign at any time upon giving 30 days prior written notice to the Plan Sponsor or, with the consent of the Plan Sponsor, a Trustee may resign with less than 30 days prior written notice.

The Plan Sponsor may remove a Trustee by giving at least 30 days prior written notice to the Trustee.

Upon the removal or resignation of a Trustee, the Plan Sponsor will appoint and designate a successor Trustee which will be one or more individual successor Trustees or a corporate Trustee organized under the laws of the United Sates or of any state thereof with authority to accept and execute trusts. Any successor Trustee must accept and acknowledge in writing its appointment as a successor Trustee before it can act in such capacity.

Title to all property and records or true copies of such records necessary to the current operation of the Trust Fund held by the Trustee hereunder will vest in any successor Trustee acting pursuant to the provisions hereof, without the execution or filing of any further instrument. Any resigning or removed Trustee will execute all instruments and do all acts necessary to vest such title in any successor Trustee of record. Each successor Trustee will have,

exercise and enjoy all the powers, both discretionary and ministerial, herein conferred upon his predecessor. No successor Trustee will be obligated to examine the accounts, records and acts of any previous Trustee or Trustees, and each successor Trustee in no way or manner will be responsible for any action or omission to act on the part of any previous Trustee.

Any corporation which results from any merger, consolidation or purchase to which the Trustee may be a party, or which succeeds to the trust business of the Trustee, or to which substantially all the trust assets of the Trustee may be transferred, will be the successor to the Trustee hereunder without any further act or formality with like effect as if the successor Trustee had originally been named Trustee herein; and in any such event it will not be necessary for the Trustee or any successor Trustee to give notice thereof to any person, and any requirement, statutory or otherwise, that notice will be given is hereby waived.

11.15 Appointment of Investment Manager

One or more Investment Managers may be appointed by the Plan Sponsor (or the Plan Administrator) to exercise full investment management authority with respect to all or a portion of the Trust assets. Authorized payment of the fees and expenses of the Investment Manager(s) may be made from the Trust assets. For purposes of this agreement, any Investment Manager so appointed will, during the period of his appointment, possess fully and absolutely those powers, rights and duties of the Trustee (to the extent delegated by the Plan Sponsor or the Plan Administrator) with respect to the investment or reinvestment of that portion of the Trust assets over which the

Investment Manager has investment management authority. The Investment Manager must be one of the following:

(a) Registered as an investment advisor under the Investment Advisors Act of 1940;

(b) A bank, as defined in the Investment Advisors Act of 1940; or

(c) An insurance company qualified to manage, acquire, or dispose of such Plan assets under the laws of more than one state.

Any Investment Manager will acknowledge in writing to the Plan Sponsor or the Plan Administrator and to the Trustee that he or it is a fiduciary with respect to the Plan. During any period of time when the Investment Manager is so appointed and serving, and with respect to those assets in the Plan over which the Investment Manager exercises investment management authority, the Trustee's responsibility will be limited to holding such assets as a custodian, providing accounting services, disbursing benefits as authorized, and executing such investment instructions only as directed by the Investment Manager. The Trustee will not be responsible for any acts or omissions of the Investment Manager. Any certificates or other instruments duly signed by the Investment Manager (or the authorized representative of the Investment Manager), purporting to evidence any instruction, direction or order of the Investment Manager with respect to the investment of those assets of the Plan over which the Investment Manager has investment management authority, will be accepted by the Trustee as conclusive proof thereof. The Trustee will also be fully protected in acting in good faith upon any notice, instruction, direction, order, certificate, opinion, letter, telegram or other document believed by the Trustee to be genuine and from the Investment Manager (or the authorized representative of the Investment Manager). The Trustee will not be liable for any action taken or omitted by the Investment Manager or for any mistakes of judgment or other action made, taken or omitted by the Trustee in good faith upon direction of the Investment Manager.

11.16 Loans to Participants

The Plan Administrator may authorize the Trustee to lend on a nondiscriminatory basis to a Participant an amount from the Plan as specified herein; provided, a reasonable rate of interest will be charged on the loan, the loan will be secured by the Participant's Vested Accrued Benefit in the Plan, and provision for repayment will be made. All loans will be subject to the approval of the Plan Administrator which will investigate each application for a loan. The Plan Administrator will prescribe such rules as may be necessary to provide guidelines as to under which circumstances and for what purpose loans will be permitted.

The Plan Administrator will prescribe guidelines as to which Account or Accounts loans may be made from. Each loan made to a Participant will be made from the Participant's allowable Account or Accounts. All interest and principal repayments will be credited to the Participant's Account from which the loan was made.

In addition to any additional rules and regulations as the Plan Administrator may adopt all loans will comply with the following terms and conditions:

(a) Only Active and Inactive Participants will be eligible to apply for a loan. Each application for a loan will be made in writing to the Plan Administrator, whose action thereon will be final.

(b) Each loan will be made against collateral being the assignment of the borrower's entire right, title and interest in and to the Trust Fund, supported by the borrower's promissory note for the amount of the loan, including interest payable to the order to the Trustee, and any additional security deemed necessary to adequately secure the Loan. If a person fails to make a required payment within 90 days of the due date set forth in the loan agreement, the loan will be in default. There will be no foreclosure against a Participant's Accrued Benefit prior to his becoming entitled to a distribution of benefits in accordance with the terms of this Plan. All loans will become due and payable in full upon the termination of a Participant's employment. If a Participant with an outstanding loan terminates employment and becomes entitled to a distribution of benefits from the Plan, then the outstanding balance of the unpaid loan plus any accrued interest thereon will be deducted from the amount of otherwise distributable benefits and the Participant's promissory note will be distributed to the Participant.

(c) The principal repayment will be amortized over the fixed life of a loan with installments of principal and interest to be paid not less often than quarterly. The period of repayment for each loan will be arrived at by mutual agreement between the Plan Administrator and the borrower, but in no event will such period exceed a reasonable period of time. The period of repayment will in no event exceed 5 years unless the loan is to be used to acquire, construct, reconstruct or substantially rehabilitate any dwelling unit which, within a reasonable period of time, is to be used as a principal residence of the Participant or a member of the family (spouse, brother, sister, ancestor, or lineal descendants) of the Participant.

(d) The minimum amount of any loan is equal to $1,000.

(e) The maximum amount of any loan is such that when the amount of the loan is added to the outstanding balance of all other loans made to the Participant from the Plan (and any other plans maintained by the Employer or any Related Employer) the total does not exceed the

lesser of:

(1) 50% of the Participant's Vested Accrued Benefit; or

(2) $50,000, reduced by the amount, if any, of the highest balance of all outstanding loans to the Participant during the one-year period ending on the day prior to the day on which the loan in question is made.

(f) Each loan will bear interest at a rate equal to the prime rate which is published in the Wall Street Journal as being representative of the base rate on corporate loans at large U.S. money center commercial banks on the date on which the loan is made, plus 2 percentage points.

(g) A Participant may have only one loan outstanding at any time and may make a new loan no more frequently than once per year.

(h) Each loan will require the Participant (and, if the Participant is married, the Participant's spouse) to consent to the loan and the possible reduction in the Participant's Accrued Benefit. Such consent must be made in writing within the 90-day period before the making of the loan.

(i) No loan will be permitted to a Participant in a year in which he is either an Owner-Employee or Shareholder-Employee as defined in Code Section 4975(d).

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized and empowered officers of the Employer, this 1st day of January, 1994.

Triton Energy Corporation

By: // Robert B. Holland, III

_____

Robert B. Holland, III
Sr. Vice President, General Counsel
and Secretary

The Trustee agrees to serve as Trustee under the terms of this instrument.

SBS Trust Company

By:_____

EXHIBIT 15.1

January 10, 1994

Securities and Exchange Commission
450 Fifth Street, N.W.
Washington, D. C. 20549

Dear Sirs:

We are aware that Triton Energy Corporation has included our report dated January 10, 1994 (issued pursuant to the provisions of Statement on Auditing Standards No. 71) in the Registration Statements on Form S-3 (Nos. 33-11920, 33-15793, 33-17614, 33-21984, 33-23058, 33-25634, 33-31319, 33-45847, 33-46292) and Form S-8 (Nos. 2-80978, 33-4042, 33-27203, 33-29498, 33-46968, 33-51691 and 33-69230). We are also aware of our responsibilities under the Securities Act of 1933.

Yours very truly,

\\ Price Waterhouse

PRICE WATERHOUSE