

SECURITIES AND EXCHANGE COMMISSION

FORM 8-A12B

Form for the registration/listing of a class of securities on a national securities exchange pursuant to
Section 12(b)

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FILER

TESORO PETROLEUM CORP /NEW/

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SIC: **2911** Petroleum refining

Business Address
8700 TESORO DR
SAN ANTONIO TX 78217
2108288484

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-A

FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES
PURSUANT TO SECTION 12(b) OR (g) OF THE
SECURITIES EXCHANGE ACT OF 1934

TESORO PETROLEUM CORPORATION
(Exact name of registrant as specified in its charter)

Delaware
(State of incorporation or
organization)

95-0862768
(I.R.S. Employer Identification No.)

8700 Tesoro Drive
San Antonio, Texas
(Address of principal executive offices)

78217
(Zip Code)

Securities to be registered pursuant to Section 12(b) of the Act:

Title of each class
to be so registered

Name of each exchange on which
each class is to be registered

13% Exchange Notes
due December 1, 2000

New York Stock Exchange

Securities to be registered pursuant to Section 12(g) of the Act:

None

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 1. Description of Registrant's Securities to be Registered.

The securities to be registered are 13% Exchange Notes due December 1, 2000 ("Exchange Notes"), of Tesoro Petroleum Corporation, a Delaware corporation (the "Company").

For a description of the Exchange Notes, see the information set forth under the caption "Description of Exchange Notes" in the proxy statement, prospectus and consent solicitation, dated January 3, 1994, that is included in the Company's Registration Statement on Form S-4 (Registration No. 33-68282), as amended, and that was subsequently filed by the Company pursuant to Rule 424(b) under the Securities Act, as amended, which description is incorporated herein by reference.

Item 2. Exhibits.

I. The following exhibits are hereby incorporated by reference herein pursuant to Rule 12b-32:

- 1 Copy of a specimen of certificate representing 13% Exchange Notes due December 1, 2000, of the Registrant.
- 2 Copy of the Indenture between the Registrant and Bankers Trust Company, as Trustee, pursuant to which the Exchange Notes Due December 1, 2000, were issued.

II. Exhibits required by Part II are not applicable because the securities hereunder are being registered on an exchange on which other securities of the Company are registered.

SIGNATURES

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized.

TESORO PETROLEUM CORPORATION
(registrant)

By /s/ Bruce A. Smith
Bruce A. Smith

Executive Vice President and
Chief Financial Officer

Dated: March 1, 1994

FORM OF NOTE

[FACE OF SECURITY]

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TESORO PETROLEUM CORPORATION

13% Exchange Notes Due December 1, 2000

CUSIP 881609 AC 5

Tesoro Petroleum Corporation, a Delaware corporation, and any successor entity, for value received, promises to pay to or registered assigns the principal sum of Dollars on December 1, 2000.

Interest Payment Dates: June 1 and December 1, beginning June 1, 1994.
Interest Record Dates: May 15 and November 15.

Reference is hereby made to the further provisions of this Note set forth on the reverse side hereof, which further provisions shall for all purposes have the same effect as if set forth at this place. Initially capitalized terms used but not defined herein are used as defined in the Indenture referred to in paragraph 4 on the reverse side hereof.

IN WITNESS WHEREOF, TESORO PETROLEUM CORPORATION has caused this instrument to be executed by the facsimile signatures of their duly authorized officers or representatives.

TESORO PETROLEUM CORPORATION

Attest:

/S/ James C. Reed, Jr.
Secretary

By: /S/ Micheal D. Burke
President and Chief Executive Officer

Dated:

This is one of the 13% Exchange Notes due December 1, 2000 referred to in the within-mentioned Indenture.

Authenticated:

BANKERS TRUST COMPANY, as Trustee

By:
Authorized Signatory

[REVERSE SIDE OF SECURITY]

TESORO PETROLEUM CORPORATION

13% Exchange Notes due December 1, 2000

1. Interest. From and after February 9, 1994, Tesoro Petroleum Corporation, a Delaware corporation (the "Company"), promises to pay interest on the stated principal amount of this Note (and, to the extent lawful, on any interest payment due but unpaid on such stated principal amount), until the principal hereof is paid or made available for payment, at the rate of 13% per annum. The Company will pay interest semiannually on June 1 and December 1 of each year (each an "Interest Payment Date"), commencing June 1, 1994. Interest on the Notes will accrue from the most recent date as to which interest has been paid, or if no interest has been paid, from February 9, 1994. Interest will be computed on the basis of a 360-day year of twelve 30-day months. If the payment date is not a Business Day at a place of payment, payment may be made at that place on the next succeeding day that is a Business Day, and interest shall not accrue for the intervening period.

2. Method of Payment. The Company will pay interest on the Notes (except defaulted interest) to the persons who are registered holders of Notes at the close of business on the May 15 or November 15 next preceding the Interest Payment Date (the "Interest Record Date"). Holders must surrender Notes to a Paying Agent to collect the Stated Price. The Company will pay amounts due and payable under this Note in money of the United States that at the time of payment is legal tender for payment of public and private debts. The Company may, however, pay interest by a check payable in such money. The Company may mail a check for interest to a Holder's registered address.

3. Paying Agent and Registrar. Initially, Bankers Trust Company (the

"Trustee") will act as Registrar and Paying Agent. The Company may change any Paying Agent, Registrar or co-Registrar without notice. The Company or any of its Affiliates may act as Paying Agent, Registrar or co-Registrar.

4. Indenture. The Company issued the Notes under an Indenture dated as of February 9, 1994 (the "Indenture") between the Company and the Trustee. 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 and as in effect on the date of the Indenture (the "TIA"). The Notes are subject to all such terms, and Noteholders are referred to the Indenture and the TIA for a statement of them. The Notes are secured equally and ratably as provided in the Indenture and are limited, in aggregate principal amount (at maturity) to

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\$54,500,000. Initially capitalized terms used but not defined herein are used as defined in the Indenture.

5. Optional Redemption. The Notes may be redeemed at the option of the Company, in whole at any time, or in part from time to time, at 100% of the principal amount of the Notes as of the Redemption Date, plus accrued but unpaid interest on the Notes to the Redemption Date; provided, however, that no such redemption may be made unless, contemporaneous therewith, the Company redeems a principal amount of the Company's 12-3/4 % Subordinated Debentures due March 15, 2001 (the "12-3/4 % Notes") equal to the lesser of (i) the principal amount of the Notes to be redeemed and (ii) the principal amount of 12-3/4 % Notes then outstanding. If fewer than all of the Notes are to be redeemed, the Trustee shall select the Notes or portions thereof to be redeemed by lot.

6. Notice of Redemption. Notice of redemption pursuant to paragraph 5 of the Notes 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 his or her registered address. Notes in denominations larger than \$1,000 principal amount (at maturity) may be redeemed in part but only in integral multiples of \$1,000 principal amount (at maturity). Except as required by Section 4.01 of the Indenture, interest will not accrue on and after the Redemption Date on all Notes or portions thereof called for redemption for which funds have been delivered to the Trustee.

7. Denominations, Transfer, Exchange. The Notes are in registered form without coupons in denominations of \$1,000 principal amount (at maturity) and integral multiples of \$1,000. A Holder may transfer 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.

8. Persons Deemed Owners. The registered holder of a Note may be treated as the owner of it for all purposes.

9. Unclaimed Money. If money for any payment in respect of the Notes remains unclaimed for three years after maturity, the Trustee or Paying Agent will pay the money back to the Company which initially paid such money, at its request. After such payment, holders entitled to any portion of such money must look to the Company for payment unless an applicable law designates another person.

10. Amendment, Supplement, Waiver. Subject to certain exceptions requiring the consent of each Noteholder to be affected, the Indenture or the Notes may be amended or supplemented with the consent of a Requisite Majority, and any past Default or compliance with certain provisions may be waived with the consent of a Requisite Majority. Without the consent of any Noteholder, the

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Company may amend or supplement the Indenture or the Notes (a) to add to the covenants and agreements of the Company for the protection or benefit of the Holders, (b) to evidence succession of a corporation, partnership, other business association or trust to the Company as permitted under the Indenture and the related assumption by the successor of the covenants, agreements and obligations of the Company upon the Notes and under the Indenture and (c) for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective or inconsistent provisions contained in the Indenture or in any supplemental indenture.

11. Defeasance. When a successor person assumes all the obligations of the Company under the Notes and the Indenture, the Company will be released from those obligations. The Company's Obligations with respect to the Notes shall cease and determine, on the terms and subject to the conditions contained in the Indenture, if the Company has well and truly paid the principal of and interest on the Notes and all other sums due under the Indenture or if, within six months prior to the maturity of the Notes, the Company shall irrevocably deposit in trust with the Trustee for the pro rata benefit of the Holders funds sufficient to pay the Stated Price of and interest on all the Notes to redemption or maturity and shall pay all costs, charges and expenses incurred or to be incurred by the Trustee in relation thereto.

12. Defaults and Remedies. As set forth in the Indenture, an Event of Default is generally (i) default for 30 days in payment of interest on the

Notes; (ii) failure to pay the Stated Price when the same becomes due and payable whether at maturity, upon redemption or otherwise; (iii) failure by the Company for 60 days after notice to it to comply with any of its other covenants or agreements in the Indenture or the Notes; (iv) certain defaults under other Debt of the Company; or (v) certain events of bankruptcy, insolvency or reorganization of the Company or any of its Subsidiaries. If any Event of Default occurs and is continuing, the Trustee or the holders of at least 25% in principal amount at stated maturity of the outstanding Notes may declare all the Notes to be due and payable immediately, except that in the case of an Event of Default arising from certain events of bankruptcy, insolvency or reorganization of the Company, all outstanding Notes will become due and payable immediately without further action or notice. No holder may pursue any remedy under the Indenture unless the Trustee shall have failed to act after notice of an Event of Default and written request by holders of at least a majority in principal amount at stated maturity of the outstanding Notes, and offer to the Trustee of indemnity satisfactory to it; however, such provision does not affect the right to sue for enforcement of any overdue payment on the Notes. Subject to certain limitations, holders of a majority in principal amount at stated maturity of the outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Noteholders notice of any continuing default (except a default in payment of principal or interest) if it determines that

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withholding notice is in their interests. The Company is required to file quarterly reports with the Trustee as to the absence or existence of defaults.

13. Trustee Dealings with the Company, Etc. The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its Affiliates, and may otherwise deal with the Company or its Affiliates, as if it were not the Trustee.

14. Authentication. This Note shall not be valid until the Trustee signs the certificate of authentication on the other side of this Note.

15. Abbreviations. Customary abbreviations may be used in the name of a Noteholder or an assignee, such as: TEN COM (= tenants in common), TENANT (= tenants by the entirety), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian) and U/G/M/A (= Uniform Gifts to Minors Act).

The Company will furnish to any Noteholder upon written request and without

charge a copy of the Indenture. Request may be made to:

Tesoro Petroleum Corporation
8700 Tesoro Drive
San Antonio, Texas 78217
Attention: James C. Reed, Jr.

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ASSIGNMENT FORM

Assignment of this Note requires completion of the form below and obtaining of a signature guarantee.

I or we assign and transfer this Note to

(Insert assignee's social security or taxpayer identification number)

(Print or type assignee's name, address and zip code)

and irrevocably appoint

(Agent)

agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Signature Guarantee:

IMPORTANT NOTICE: When you sign your name to this Assignment Form without filling in the name of your "Assignee" or "Agent", this Note becomes fully negotiable, similar to a check endorsed in blank. Therefore, to safeguard a signed Note, it is recommended that you either (i) fill in the name of the new owner in the "Assignee" blank, or (ii) if you are sending the signed Note to your bank or broker, fill in the name of the bank or broker in the "Agent" blank. Alternatively, instead of using this Assignment Form, you may sign a

separate "power of attorney" form and then mail the unsigned Note and the signed "power of attorney" in separate envelopes. For added protection, use certified or registered mail for a Note.

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TESORO PETROLEUM CORPORATION,

Obligor

To

BANKERS TRUST COMPANY,
Trustee

INDENTURE

Dated as of February 8, 1994

Up to \$54,500,000

13% Exchange Notes due December 1, 2000

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CROSS-REFERENCE TABLE

TIA Section	Indenture Section
310 (a) (1)	9.06 (c)
(a) (2)	9.06 (c)
(a) (3)	N/A
(a) (4)	N/A
(a) (5)	9.06 (c)
(b)	9.05
(c)	N/A
311 (a)	9.08
(b)	9.08
(c)	N/A
312 (a)	8.02
(b)	13.02
(c)	13.02
313 (a)	8.01 (a)
(b) (1)	N/A
(b) (2)	8.01 (b)
(c)	8.01 (c)
(d)	8.01 (d)
314 (a)	4.06
(b)	N/A
(c) (1)	13.04
(c) (2)	13.04
(c) (3)	N/A
(d)	N/A
(e)	13.04
(f)	N/A
315 (a)	9.02 (a)
(b)	9.03
(c)	9.02 (a)
(d)	9.02 (a)

(e)	6.08 (b)
316(a) (last sentence)	13.05
(a) (1) (A)	6.07 (a)
(a) (1) (B)	6.07 (b)
(a) (2)	N/A
(b)	N/A
(c)	12.03 (c)
317(a) (1)	6.08 (a)
(a) (2)	6.04
(b)	6.04
318(a)	1.04 (h)

N/A means not applicable.

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EXHIBITS

Exhibit A - Form of Note A-1

THIS INDENTURE, dated as of February 8, 1994, is entered into between Tesoro Petroleum Corporation, a Delaware corporation, as obligor (the "Company"), and Bankers Trust Company, a banking corporation organized and existing under the laws of New York, as trustee (the "Trustee").

Intending to be legally bound hereby, each of the parties agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Holders (as defined below) of the Company's 13% Exchange Notes due December 1, 2000 (the "Securities"):

ARTICLE ONE

DEFINITIONS AND INCORPORATION BY REFERENCE

SECTION 1.01. Definitions.

"Affiliate" of any specified person means any other person directly or indirectly controlling, controlled by or under common control with such specified person. For the purposes of this definition, "control" when used with respect to any 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 correlative meanings.

"Agent" means any Registrar, Paying Agent or co-Registrar.

"Board of Directors" means the Board of Directors of the specified corporation or any authorized committee of such Board of Directors.

"Business Day" means any day that is not a Saturday, a Sunday or a day on which banking institutions are not required to be open in The City of New York or in the city in which the Trustee administers its corporate trust business. If a payment date is not a Business Day at a place of payment, payment may be made at that place on the next succeeding day that is a Business Day, and no interest shall accrue for the intervening period.

"Company" means Tesoro Petroleum Corporation, a Delaware corporation, until a successor replaces it and thereafter means the successor.

"Consolidated Debt" means, for any date, the amount of Debt of the Company and its Subsidiaries as of such date, determined on a consolidated basis in accordance with GAAP.

"Consolidated Net Income" means, for any period, the aggregate net income (or loss) of the Company and its Subsidiaries for such period on a consolidated basis, determined in accordance with GAAP, but exclusive of any gains or losses realized on sales of property; provided that (a) the net income or loss of any other person in which the Company or any of its Subsidiaries has an interest (which interest does not cause the net income of such other person to be consolidated with the net income of the Company in accordance with GAAP) shall

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be excluded and instead an amount equal to any dividends or distributions paid to the Company or its Subsidiaries by such other person in such period shall be included and (b) the net income (or loss) of any other person acquired in a pooling of interest transaction for any period prior to the date of such acquisition shall be excluded.

"Debt" means, with respect to any person, the following, whether outstanding on the date hereof or thereafter created or incurred: (a) any liability of such person (i) for borrowed money, (ii) evidenced by a note, debenture or similar instrument (including a purchase money obligation) given in connection with the acquisition of or exchange for any property or assets (other than inventory or similar property acquired in the ordinary course of business), including securities and Debt, (iii) for production payments or similar financial transactions pursuant to which a third party is entitled to receive from mineral interests owned by such person all or a portion of the minerals produced or the proceeds thereof or (iv) in respect of letters of credit issued for its account; (b) any liability of others described in the preceding clause (a) which the person has guaranteed or which is otherwise its legal liability or which is secured by assets of such person; (c) any amendment, renewal, extension or refunding of any such liability described in the preceding clauses (a) and (b); and (d) in the case of the Company, any preferred stock of any Subsidiary, except for preferred stock issued to the Company or any other Subsidiary; provided, however, that "Debt" of a person shall not include any liability of such person for compensation to employees or for inventory or similar property acquired in the ordinary course of business or for services.

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

"Equity Securities" of a person means capital stock of or other equity

interests in such person, or warrants, options or other rights to acquire capital stock or other equity interests in such person (but excluding any debt security that is convertible into, or exchangeable for, capital stock or other equity interests prior to its conversion or exchange).

"GAAP" means generally accepted accounting principles as in effect in the United States of America as of any date of determination.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing.

"Holder" or "Securityholder" or "Noteholder" means the person in whose name a Security is registered on the Registrar's books.

"Indenture" means this Indenture, as it may be amended or supplemented from time to time.

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"Interest Payment Date" shall have the meaning ascribed to it in Exhibit A.

"Lien" means, with respect to any asset of any person, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction).

"Obligations" means all principal, interest, premiums, penalties, fees and other liabilities payable under the documentation governing any liability.

"Officer" means the Chairman of the Board, the President, any Vice President, the Chief Financial Officer, the Treasurer, the Secretary or the Controller of the Company or any other corporation and, with respect to any general or limited partnership, means a general partner or Officer of a corporate general partner of such partnership.

"Officers' Certificate" means a certificate signed by two Officers of the Company or by an Officer of the Company and an Assistant Treasurer or an Assistant Secretary of the Company.

"Opinion of Counsel" means a written opinion from legal counsel which may be an employee of or counsel to the Company or the Trustee.

"person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or other agency or political subdivision thereof.

"Principal" of a debt security means the amount stated as principal on the face of the security.

"Property" means any assets or property, or rights in property, of any kind or nature whatsoever, real, personal or mixed (including fixtures), whether tangible or intangible.

"Redemption Date" means any date fixed for redemption of Securities pursuant to this Indenture.

"Redemption Price" means, with respect to any Security to be redeemed, the price plus interest, if any, at which it is to be redeemed pursuant to the terms stated in the Securities.

"Requisite Majority" means, with respect to any vote, action, consent or waiver by Holders, the Holders of a majority in aggregate principal amount at stated maturity of all Securities then outstanding.

"Responsible Officer" when used with respect to the Trustee means the Chairman or any Vice-Chairman of the Board of Directors, the Chairman or any

Vice-Chairman of the Executive Committee of the Board of Directors, the Chairman of the Trust Committee, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, the Controller or any Assistant Controller or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer of the Trustee to whom such matter is referred because of his or her knowledge of and familiarity with the particular subject.

"SEC" means the Securities and Exchange Commission.

"Securities" or "Notes" means the Company's 13% Exchange Notes due December 1, 2000, as amended or supplemented from time to time, that are issued under this Indenture and which shall be substantially in the form of Exhibit A annexed hereto and constituting a part hereof for all purposes.

"Stated Price" means, with respect to any Security as of any date of determination, 100% of the principal amount thereof plus accrued but unpaid interest thereon to the date of determination.

"State of Alaska Debt" means the Debt of the Company to the State of Alaska as evidenced by the Settlement Agreement dated for reference purposes December 15, 1992, by and among the Company, the State of Alaska and Tesoro Alaska Petroleum Company.

"Subordinated Debt" means Debt of the Company (whether outstanding on the date hereof or hereafter incurred) that, by its terms, is subordinated or junior in right of payment to the Securities, including but not limited to the State of Alaska Debt, as the same may be amended or supplemented from time to time.

"Subsidiary" means (i) a corporation a majority of whose outstanding capital stock with voting power, under ordinary circumstances, to elect directors is at the time, directly or indirectly, owned by the Company, by one or more Subsidiaries or by the Company and one or more Subsidiaries or (ii) any other person (other than a corporation) in which the Company, one or more Subsidiaries or the Company and one or more Subsidiaries, directly or indirectly, at the date of determination thereof, has at least a majority beneficial ownership interest.

"TIA" means the Trust Indenture Act of 1939, as amended by the Trust Indenture Reform Act of 1990 (15 U.S.C. 77aaa-77bbbb), as in effect on the date of this Indenture.

"Trustee" means the party named as such in this Indenture until a successor replaces it in accordance with the provisions of this Indenture and thereafter means the successor.

"U.S. Legal Tender" means such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts; provided, however, that for purposes of Article Eight,

U.S. Legal Tender includes a check payable in U.S. Legal Tender from a bank organized and existing under the laws of the United States of America or any state thereof and having (a) a combined capital, surplus and undistributed profits of at least \$500 million, and (b) a rating not lower than "A" by Moody's Investors Service, Inc.

SECTION 1.02. Other Definitions.

Term	Defined in Section
"Affiliate Transaction"	4.11
"Event of Default"	6.01
"Exchange Act"	4.06
"Paying Agent"	2.03
"Registrar"	2.03

SECTION 1.03. Incorporation by Reference of Trust Indenture Act.

Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture. The following TIA terms used in this Indenture have the following meanings:

"Commission" means the SEC,

"indenture securities" means the Securities,

"indenture security holder" means a Holder,

"indenture to be qualified" means this Indenture,

"indenture trustee" or "institutional trustee" means the Trustee, and

"obligor" on the "indenture securities" means the Company or any other obligor on the Securities.

All other TIA terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule or regulation and not otherwise defined herein have the meanings assigned to them therein.

SECTION 1.04. Rules of Construction.

Unless the context otherwise requires:

(a) a term has the meaning assigned to it;

(b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP in effect on the date hereof, and any other reference in this Indenture to "generally accepted accounting principles" refers to GAAP;

(c) "or" is not exclusive;

(d) words in the singular include the plural, and words in the plural include the singular;

(e) provisions apply to successive events and transactions;

(f) "herein," "hereof" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision, and the terms "Article," "Section" and "Exhibit," unless otherwise specified or indicated by the context in which used, mean the corresponding Article or Section of, or the corresponding Exhibit to, this Indenture;

(g) references to agreements and other instruments include subsequent amendments, supplements and waivers to such agreements or instruments but only to the extent not prohibited by this Indenture; and

(h) If any provision of this Indenture limits, qualifies or conflicts with another provision which is deemed to be included in this Indenture by the TIA, the required provision shall control. The provisions of TIA Sections 310 through 317 that impose duties on any person (including the provisions automatically deemed included herein unless expressly excluded by this Indenture) are a part of and govern this Indenture whether or not physically contained herein.

ARTICLE TWO

THE SECURITIES

SECTION 2.01. Form and Dating.

(a) The Securities and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A hereto. The Securities may have notations, legends, identifying numbers or endorsements required by law, usage or agreements to which the Company is a party. The Company shall approve the form of the Securities and any notation, legend or endorsement on them. Each Security shall be dated the date of its authentication.

(b) The terms and provisions contained in each of the Securities, in substantially the form annexed hereto as Exhibit A, shall constitute, and are hereby expressly made, a part of this Indenture.

(c) The definitive Securities shall be printed, lithographed or engraved or produced by any combination of these methods on steel engraved borders or may be produced in any other manner customarily used to produce similar definitive securities, all as determined by the officers executing such Securities, as evidenced by their execution of such Securities.

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SECTION 2.02. Execution and Authentication.

(a) Except as provided in Section 2.07, the aggregate principal amount (at maturity) of Securities that may be authenticated and delivered under this Indenture shall not exceed \$54,500,000. The Trustee shall authenticate Securities for original issue in an aggregate principal amount (at maturity) of up to the amount of Securities issuable pursuant to the foregoing sentence upon receipt of a written order(s) of the Company signed by two Officers or by an Officer and an Assistant Treasurer or an Assistant Secretary of the Company.

(b) An Officer shall sign the Securities for the Company by manual or facsimile signature. The seal of the Company shall be reproduced on the Securities.

(c) If an Officer whose signature is on a Security no longer holds that office at the time the Trustee authenticates the Security, the Security shall be valid nevertheless.

(d) A Security shall not be valid or entitled to any benefit under this Indenture until the Trustee manually signs the certificate of authentication on the Security. The signature shall be conclusive evidence that the Security has been authenticated under this Indenture and is entitled to the benefits provided by this Indenture.

(e) The Trustee may appoint an authenticating agent acceptable to the Company to authenticate Securities. An authenticating agent may authenticate Securities whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with the Company or an Affiliate of the Company.

(f) The Securities shall be issuable only in registered form without coupons and only in denominations of \$1,000 principal amount (at maturity) and any integral multiple thereof.

SECTION 2.03. Registrar and Paying Agent.

(a) The Company shall maintain an office or agency where Securities may be presented for registration of transfer or for exchange ("Registrar") and an office or agency where Securities may be presented for payment ("Paying Agent"). The Registrar shall keep a register of the Securities and of their transfer and exchange. The Trustee shall have the right to inspect the register of the Securities at all reasonable times and to obtain copies thereof. The Company may have one or more co-Registrars and one or more additional Paying Agents. The term "Registrar" includes any co-Registrar, and the term "Paying Agent" includes any additional Paying Agent. Except for the purposes of Article Ten, the Company or any of its Affiliates may act as Paying Agent.

(b) The Company shall enter into an appropriate agency agreement with any Agent not a party to this Indenture. The agreement shall implement the provisions of this Indenture that relate to such Agent. The Company shall

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notify the Trustee of the name and address of any such Agent. If the Company fails to maintain a Registrar or Paying Agent, the Trustee shall act as such and shall be entitled to appropriate compensation therefor pursuant to Section 9.01.

(c) The Company initially appoints the Trustee as Registrar and Paying Agent.

SECTION 2.04. Paying Agent to Hold Money in Trust.

Each Paying Agent shall, and the Company shall require each Paying Agent other than the Trustee to agree in writing that such Paying Agent shall, hold in trust for the benefit of the Securityholders or the Trustee all money held by the Paying Agent for the payment of the Stated Price of or interest on the Securities (whether such money has been paid to it by the Company or any other obligor on the Securities), and shall notify the Trustee of any Default by the Company (or any other obligor on the Securities) in making any such payment. If either of the Company or any of its Affiliates acts as Paying Agent, it shall segregate the money and hold it as a separate trust fund. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee and account for any funds disbursed and the Trustee may at any time during the continuance of any payment Default, upon written request to a Paying Agent,

require such Paying Agent to pay all money held by it to the Trustee and to account for any funds disbursed. Upon such payment to the Trustee, the Paying Agent (if other than the Company) shall have no further liability for the money.

SECTION 2.05. Transfer and Exchange.

(a) Where Securities are presented to the Registrar or a co-Registrar with a request to register the transfer or to exchange them for an equal principal amount of Securities of other authorized denominations, the Registrar shall register the transfer or make the exchange as requested if its requirements for such transactions are met. To permit registrations of transfer and exchanges, the Company shall execute and the Trustee shall authenticate Securities at the Registrar's request. No service charge shall be made for any registration of transfer or exchange, but the Company or the Trustee may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer taxes or similar governmental charge payable upon exchanges pursuant to Section 2.08, 3.06 or 12.05).

(b) The Company shall not be required (i) to issue, register the transfer of or exchange Securities during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Securities selected for redemption and ending at the close of business on the day of such mailing or (ii) to register the transfer of or exchange any Security so selected for redemption in whole or in part, except the unredeemed portion of any Security being redeemed in part.

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SECTION 2.06. Replacement Securities.

If a mutilated Security is surrendered to the Trustee or the Registrar or if the Holder of a Security claims that the Security has been lost, destroyed or wrongfully taken, the Company shall issue and the Trustee shall authenticate a replacement Security if the Trustee's requirements therefor are met. If required by the Trustee or the Company, an indemnity bond, sufficient in the judgment of the Company and the Trustee to protect the Company, the Trustee or any Agent from any loss which any of them may suffer if a Security is replaced, must be given by the Holder. The Company may charge such Holder for its expenses in replacing a Security. Every replacement Security is an additional

obligation of the Company.

SECTION 2.07. Outstanding Securities.

(a) Securities outstanding at any time are all Securities that have been authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation and those described in this Section as not outstanding. A Security does not cease to be outstanding because the Company or one of its Affiliates holds the Security.

(b) If a Security is replaced pursuant to Section 2.06, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Security is held by a bona fide purchaser.

(c) If the Paying Agent (other than the Company or a Subsidiary) holds on a Redemption Date or maturity date money sufficient to pay the Stated Price of Securities payable on that date and is not prohibited from paying such money to the Holders of such Securities pursuant to the terms of this Indenture, then on and after that date such Securities cease to be outstanding (subject to Section 2.11) and interest on them ceases to accrue.

SECTION 2.08. Temporary Securities.

Until definitive Securities are ready for delivery, the Company may prepare and the Trustee shall authenticate temporary Securities. Temporary Securities shall be substantially in the form of definitive Securities but may have variations that the Company considers appropriate for temporary Securities. Without unreasonable delay, the Company shall prepare and the Trustee shall authenticate definitive Securities in exchange for temporary Securities.

SECTION 2.09. Cancellation.

The Company at any time may deliver Securities to the Trustee for cancellation. The Registrar and the Paying Agent shall forward to the Trustee any Securities surrendered to them for transfer, exchange or payment. The Trustee and no one else shall cancel all Securities surrendered for transfer, exchange, payment or cancellation. The Company may not issue new Securities to replace Securities they have paid or delivered to the Trustee for cancellation.

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SECTION 2.10. Defaulted Interest.

If the Company Defaults in a payment of interest on the Securities, it shall pay the defaulted interest, plus (to the extent lawful) any interest payable on the defaulted interest, to the persons who are Securityholders on a subsequent special record date, and such term as used in this Section 2.10 with respect to the payment of any defaulted interest shall mean the 15th day next preceding the date fixed by the Company for the payment of defaulted interest, whether or not such day is a Business Day. At least 15 days before the special record date, the Company shall mail to each Securityholder, the Trustee and any Agent a notice that states the special record date, the payment date, the amount of defaulted interest to be paid and interest payable on such defaulted interest, if any, to be paid.

SECTION 2.11. Treasury Securities.

In determining whether the Holders of the required principal amount of Securities have concurred in any direction, waiver or consent, Securities owned by the Company or any of its Affiliates shall be disregarded, except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Securities which a Responsible Officer of the Trustee actually knows are so owned shall be disregarded. Upon request of the Trustee, the Company shall promptly furnish to the Trustee an Officers' Certificate identifying all Securities, if any, known by the Company to be owned by it or by any of its Affiliates.

SECTION 2.12. Securities Constitute Senior Debt.

The Securities constitute senior Debt of the Company and will be senior in right of payment to all Subordinated Debt.

ARTICLE THREE

REDEMPTION

SECTION 3.01. Notices to Trustee.

If the Company elects or is required to redeem Securities pursuant to the provisions of this Indenture or the optional redemption provisions of paragraph 5 of the Securities, it shall notify the Trustee in writing of the Redemption Date and the principal amount of Securities to be redeemed. The Company shall give each notice provided for in this Section 3.01 in writing at least 45 days before the Redemption Date and at least 10 days prior to the date notice pursuant to Section 3.03 will be mailed to the Holders (unless a shorter notice shall be satisfactory to the Trustee).

SECTION 3.02. Selection of Securities to be Redeemed.

If less than all of the Securities are to be redeemed, the Securities shall be redeemed by lot from the Holders. The Trustee shall make the selection from

Securities outstanding and not previously called for redemption and shall promptly notify the Company in writing of the Securities selected for redemption and, in the case of any Security selected for partial redemption, the principal amount thereof to be redeemed. Securities in denominations of \$1,000 principal amount (at maturity) may be redeemed only in whole. The Trustee may select for redemption portions (equal to \$1,000 or any integral multiple thereof) of the principal (at maturity) of Securities that have denominations larger than \$1,000. Provisions of this Indenture that apply to Securities called for redemption also apply to portions of Securities called for redemption.

SECTION 3.03. Notice of Redemption.

(a) At least 30 days but not more than 60 days before a Redemption Date, the Company shall mail a notice of redemption by first-class mail to each Holder whose Securities are to be redeemed.

(b) The notice shall identify the Securities to be redeemed and shall state:

(i) the Redemption Date;

(ii) the Redemption Price;

(iii) the name and address of the Paying Agent;

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

(v) if any Security is being redeemed in part, the portion of the principal amount (at maturity) of such Security to be redeemed and that, after the Redemption Date, upon surrender of such Security, a new Security or Securities having a principal amount (at maturity) equal to the unredeemed portion of the principal amount (at maturity) thereof will be issued; and

(vi) if less than all the outstanding Securities are to be redeemed, the aggregate principal amount of the Securities to be redeemed and the aggregate principal amount of the Securities to be outstanding after such partial redemption.

At the Company's written request, the Trustee shall give the notice of redemption in the Company's name and at the Company's expense, and in such event

the Company shall provide the Trustee with the information required by clauses (b) (i), (ii), (iii) and (vi) above.

SECTION 3.04. Effect of Notice of Redemption.

Once notice of redemption is mailed in accordance with Section 3.03, Securities called for redemption become due and payable on the Redemption Date and at the Redemption Price. Upon surrender to the Trustee or Paying Agent, such Securities shall be paid at the Redemption Price, but interest

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installments, if any, that are due on or prior to such Redemption Date will be payable to the Holders of record at the close of business on the relevant record dates referred to in the Securities.

SECTION 3.05. Deposit of Redemption Price.

On or before the Redemption Date, the Company shall deposit with the Paying Agent (or if the Company is the Paying Agent, shall segregate and hold in trust) U.S. Legal Tender in funds available on the Redemption Date sufficient to pay the Redemption Price of all Securities to be redeemed on that date other than Securities or portions thereof called for redemption on that date which have been delivered by the Company to the Trustee for cancellation. If a Security surrendered for redemption in the manner provided therein shall not be so paid upon surrender for redemption because of the failure of the Company to comply with the preceding sentence, interest, if any, accruing pursuant to the terms of such Security, shall continue to accrue on the unpaid principal amount of such Security, and to the extent not unlawful, on any interest not yet paid on such unpaid principal amount, until such payment is made.

SECTION 3.06. Securities Redeemed in Part.

Upon surrender of a Security that is redeemed in part, the Trustee shall authenticate for the Holder a new Security having a principal amount (at maturity) equal to the unredeemed portion of the principal amount (at maturity) of the Security surrendered.

ARTICLE FOUR

COVENANTS

SECTION 4.01. Payment of Securities.

(a) The Company shall promptly make all payments in respect of the Securities on the dates and in the manner provided in the Securities or pursuant to this Indenture. The Stated Price or interest shall be considered paid on the date it is due if the Trustee or Paying Agent (other than the Company or any of its Affiliates acting in that capacity) holds on that date money designated for and sufficient to pay all such amounts then due and is not prohibited from paying such money to the Holder of such Securities pursuant to the terms of this Indenture.

(b) If any Interest Payment Date or date upon which any Security becomes payable is a day other than a Business Day, then payment of the amount due thereon may be made on the next succeeding Business Day with the same force and effect as if made on the date upon which such interest or Security became payable, and no interest shall accrue by reason of such delay in payment.

(c) The Company shall pay interest on overdue amounts, to the extent permitted by law, at the rate of 13% per annum, payable semiannually on each June 1 and December 1, and shall pay (to the extent lawful) interest at the same

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rate on overdue installments of interest (without regard to any applicable grace period). All such interest shall accrue from the date such overdue amount was originally due to the date payment of such amount, including interest thereon, has been made or duly provided for by the Company.

SECTION 4.02. Maintenance of Office or Agency.

(a) Until all of the Securities shall have been paid or payment thereof provided for, the Company shall maintain in the Borough of Manhattan, The City of New York, New York, an office or agency where Securities may be surrendered for registration of transfer or exchange or for presentation for payment and where notices and demands to or upon the Company in respect of the Securities and this Indenture may be served. The Company will give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the address of the Trustee set forth in Section 13.01.

(b) The Company from time to time also may designate one or more other offices or agencies where the Securities may be presented or surrendered for any or all such purposes and may from time to time rescind such designations;

provided, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in the Borough of Manhattan, The City of New York, New York, for such purposes. The Company will give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

(c) The Company hereby initially designates the corporate trust office of the Trustee in the Borough of Manhattan, The City of New York, New York, as an office or agency of the Company in accordance with Section 2.03 and this Section 4.02.

SECTION 4.03. Limitations on Restricted Payments.

The Company shall not, and shall not permit any of its Subsidiaries to, declare or pay any dividend or make any distribution on account of any Equity Securities of the Company (except dividends or distributions payable in such Equity Securities, other than Equity Securities that have mandatory redemption or repurchase requirements or are exchangeable for, or convertible into, (x) Equity Securities that have such requirements or (y) Property or securities other than Equity Securities) or purchase, redeem or otherwise acquire or retire for value any Equity Securities of the Company (except in exchange for Equity Securities, other than Equity Securities that have mandatory redemption or repurchase requirements or are exchangeable for, or convertible into, (x) Equity Securities that have such requirements or (y) Property or securities other than Equity Securities) if, upon giving effect thereto (a) an Event of Default shall occur and be continuing or (b) the aggregate amount expended for such purposes subsequent to September 30, 1993 shall exceed the sum of (i) 50% of the aggregate Consolidated Net Income of the Company earned subsequent to September 30, 1993 or 100% if such aggregate Consolidated Net Income for such period is

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negative; (ii) the net proceeds from the sale after September 30, 1993 of Equity Securities (other than Equity Securities that have mandatory redemption or repurchase requirements or are exchangeable for, or convertible into, (x) Equity Securities that have such requirements or (y) Property or securities other than Equity Securities) of the Company; and (iii) the net proceeds from the sale after September 30, 1993 of any indebtedness of the Company which has been converted into Equity Securities (other than Equity Securities that have mandatory redemption or repurchase requirements or are exchangeable for, or convertible into, (x) Equity Securities that have such requirements or (y) Property or securities other than Equity Securities) of the Company; provided, however, that the foregoing will not prevent (A) the payment of cash dividends on preferred stock of the Company, whether outstanding on the date

hereof or issued hereafter, (B) the repurchase, redemption or acquisition of Common Stock or preferred stock of the Company, provided that the aggregate price paid in all repurchases, redemptions or acquisitions under this clause (B) shall not exceed \$30,465,000, (C) the repurchase, redemption or retirement of any Equity Securities of the Company by exchange for, or out of the proceeds of the substantially concurrent sale of, other Equity Securities of the Company (other than Equity Securities that have mandatory redemption or repurchase requirements or are exchangeable for, or convertible into, (x) Equity Securities that have such requirements or (y) Property or securities other than Equity Securities) and neither such repurchase, redemption or retirement nor the proceeds of any such sale or exchange shall be included in any computation made under clause (b) above or (D) the payment of any dividend within 60 days after the date of declaration thereof, if at said date of declaration such payment would have complied with the provisions of this Section 4.03. Any payments made in reliance on clauses (A) or (B) of the immediately preceding sentence shall not reduce the amount determined in accordance with clause (b) of the immediately preceding sentence.

SECTION 4.04. Maintenance of Properties.

(a) Subject to Article Five, the Company shall cause all material properties owned by or leased to it or any of its Subsidiaries and used or useful in the conduct of its business or the business of any of its Subsidiaries to be maintained and kept in normal condition, repair and working order and supplied with all necessary equipment and will cause to be made all necessary repairs, renewals, replacements, betterments and improvements thereof, all as in the reasonable judgment of the Company may be necessary, so that the business carried on in connection therewith may be properly and advantageously conducted at all times; provided, however, that nothing in this Section 4.04 shall prevent the Company from discontinuing the use, operation or maintenance of any of such properties, or disposing of any of them, if such discontinuance or disposal is, in the judgment of the Board of Directors of the Company, or the Board of Directors, board of trustees or managing partners of the Subsidiary concerned, or of an Officer (or other agent employed by the Company or any such Subsidiary) of the Company or such Subsidiary having managerial responsibility for any such property, desirable in the conduct of the business of the Company or such Subsidiary, and if such discontinuance or disposal is not disadvantageous in any material respect to the Holders.

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(b) The Company shall, and shall cause each of its Subsidiaries to, maintain with financially sound and reputable issuers (i) such liability,

property and casualty insurance as may be required by law and (ii) such other insurance, to such extent and against such hazards and liabilities, as is customarily maintained by companies similarly situated (which may include self-insurance in the same form as is customarily maintained by companies similarly situated or as has been maintained in the past by the Company and its Subsidiaries).

(c) The Company shall, and shall cause each of its Subsidiaries to, comply with all statutes, laws, ordinances or government rules and regulations to which they are subject, noncompliance with which would materially adversely affect the prospects, earnings, properties, assets or condition, financial or otherwise, of the Company and its Subsidiaries, taken as a whole.

SECTION 4.05. Notice of Default.

Within 10 days after the Company becomes aware of the occurrence of any event that would constitute a Default or an Event of Default under this Indenture or the Securities, the Company shall deliver to the Trustee an Officers' Certificate stating the date, the nature and the status of such Default or Event of Default and setting forth the action that the Company is taking or proposes to take with respect thereto.

SECTION 4.06. SEC Reports.

(a) The Company shall file with the Trustee, within 15 days after filing such with the SEC, copies of its annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) which it is required to file with the SEC pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). If the Company is not subject to the requirements of Section 13 or 15(d) of the Exchange Act, the Company shall file with the Trustee, within 15 days after the last date on which it would have been required to make such a filing with the SEC if it were so subject, financial statements, including any notes thereto, and a "Management's Discussion and Analysis of Financial Condition and Results of Operations," each comparable to that which the Company would have been required to include in such annual reports, information, documents or other reports if the Company were then subject to the requirements of Section 13 or 15(d) of the Exchange Act. The Company also shall comply with the other provisions of Section 314(a) of the TIA.

(b) The Company will file with the Trustee and the SEC, in accordance with rules and regulations prescribed by the SEC, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants provided for in this Indenture as may be required by such rules and regulations.

(c) The Company will transmit by mail to all Noteholders, within 30 days after the filing thereof with the Trustee (unless some other time shall be fixed

by the SEC), as the names and addresses of such Noteholders appear upon the Note register or as otherwise provided in Section 313(c) of the TIA, such summaries of any information, documents and reports required to be filed by the Company pursuant to the provisions of Sections 4.06(a) and (b) as may be required by rules and regulations prescribed by the SEC.

SECTION 4.07. Compliance Certificates.

(a) The Company shall deliver to the Trustee within 90 days after the end of each fiscal quarter of the Company an Officers' Certificate stating whether the signers know of any Default or Event of Default by the Company that occurred during such fiscal quarter. If the signers do know of such a Default or Event of Default, the certificate shall describe such Default or Event of Default and its status. The first certificate to be delivered by the Company pursuant to this Section 4.07 shall be for the fiscal quarter ending March 31, 1994.

(b) So long as not contrary to the then current recommendations of the American Institute of Certified Public Accountants, the audited financial statements required by Section 4.06 shall also be accompanied by a report of the Company's independent public accountants (i) to the effect that in making the examination of such financial statements nothing has come to their attention which would cause them to believe that the Company was not in compliance with any financial or accounting provision of Section 4.03 which can be measured from or is relevant to the audited financial statements or the underlying records; or, if any such noncompliance has occurred, specifying the nature and period of existence thereof, it being understood that such accountants shall not be liable directly or indirectly to any person for any failure to obtain knowledge of any such noncompliance, (ii) stating that their audit examination has included a review of the terms of this Indenture and the Securities as they relate to accounting matters and (iii) whether, in connection with their audit examination, any Default has come to their attention and if such a Default has come to their attention, specifying the nature and period of existence thereof; provided that, without any restriction as to the scope of the audit examination, such independent public accountants shall not be liable by reason of any failure to obtain knowledge of any such Default that would not be disclosed in the course of an audit examination conducted in accordance with generally accepted auditing standards.

SECTION 4.08. Maintenance of Records.

The Company shall, and shall cause its Subsidiaries to, keep true books and records and accounts in which full and correct entries will be made of all their

business transactions, in accordance with sound business practices, and reflect in their financial statements adequate accruals and appropriations to reserves, all in accordance with generally accepted accounting principles.

SECTION 4.09. Existence.

Subject to Article Five, the Company shall do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence and the corporate, partnership or other existence of each of its

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Subsidiaries in accordance with the respective organizational documents of such Subsidiary and the rights (charter and statutory) and franchises of the Company and its Subsidiaries; provided, however, that the Company shall not be required to preserve any such right or franchise, or the corporate, partnership or other existence of any Subsidiary, if the Board of Directors of the Company shall reasonably determine that the preservation thereof is no longer desirable in the conduct of the business of the Company and that the loss thereof is not, and will not be, adverse in any material respect to the Holders.

SECTION 4.10. Payment of Taxes.

The Company shall pay or discharge or cause to be paid or discharged, before the same shall become delinquent, all taxes, assessments and governmental charges levied or imposed upon the Company or any of its Subsidiaries, or upon the income, profits or property of the Company or any of its Subsidiaries; provided, however, that the Company shall not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings and for which adequate provision has been made.

SECTION 4.11. Transactions with Affiliates.

Subject to Section 4.03, the Company shall not, and shall not permit any of its Subsidiaries to, (a) sell, lease, exchange, swap, transfer or otherwise dispose of any of its Property, assets or securities to, (b) purchase or lease any Property, assets or securities from, (c) make any investment in, or (d) enter into any contract or agreement with or for the benefit of, an Affiliate (an "Affiliate Transaction"), other than Affiliate Transactions that are on terms at least as favorable to the Company or the Subsidiary contemplating such Affiliate Transaction as could be obtained from an unaffiliated party; provided, however, that this Section 4.11 shall not limit, or be applicable to, any indemnification or similar payment made to any director

or officer (i) in accordance with the corporate charter or bylaws of the Company or any Subsidiary, (ii) under any agreement or (iii) under applicable law.

ARTICLE FIVE
SUCCESSOR PERSONS

SECTION 5.01. When the Company May Merge, Etc.

The Company shall not consolidate with, merge into or sell, lease or transfer all or substantially all of its assets to another person unless (a) the resulting, surviving or transferee person is a corporation, partnership, other business association or trust organized and existing under the laws of the United States or any state thereof or the District of Columbia, (b) such person expressly assumes, by an indenture supplemental hereto, executed and delivered to the Trustee, in a form satisfactory to the Trustee, all of the Obligations of the Company hereunder and under the Securities and (c) immediately before and

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immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing.

SECTION 5.02. Compliance with Article Five.

In connection with any consolidation, merger, sale, transfer or lease contemplated by Section 5.01, the Company shall deliver, or cause to be delivered, to the Trustee, in form and substance satisfactory to the Trustee, an Officers' Certificate and an Opinion of Counsel of the Company, each stating that such consolidation, merger, sale, transfer or lease and the supplemental indenture in respect thereof comply with this Article Five and that all conditions precedent herein provided for relating to such transaction have been complied with.

SECTION 5.03. Successor Person Substituted.

Upon any consolidation or merger, or any sale, lease or transfer of all or substantially all of the assets of the Company in accordance with Section 5.01, the successor person formed by such consolidation or into which the Company is merged or the person to which such sale, lease or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Indenture with the same effect as if such successor had been named as the Company herein.

ARTICLE SIX

REMEDIES OF TRUSTEE AND NOTEHOLDERS

SECTION 6.01. Events of Default.

The term "Event of Default" wherever used in this Indenture shall mean any one of the following described events:

(a) the failure of the Company for a period of 30 days to pay any installment of interest on any of the Notes, when and as the same shall become due and payable;

(b) the failure of the Company to pay the principal of any of the Notes when and as the same shall become due and payable, whether at maturity, upon redemption or otherwise;

(c) the failure of the Company to observe and perform any other of the covenants or agreements on the part of the Company contained in this Indenture or in any indenture supplemental hereto for a period of 60 days after written notice shall have been given by registered or certified mail to the Company by the Trustee or to the Company and the Trustee by the holders of not less than 25% in aggregate principal amount of the Notes then outstanding, specifying such failure and requiring the Company to remedy the same and stating that such notice is a "notice of default" hereunder;

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(d) if an event of default as defined in any mortgage, agreement or other instrument under which there may be issued, or by which there may be secured or evidenced, Debt of the Company or any Subsidiary for borrowed money, in either case in excess of \$1,000,000, whether such Debt now exists or shall hereafter be created, shall happen and shall result in such Debt becoming or being declared due and payable prior to the date on which it would otherwise be due and payable, and such acceleration shall not have been rescinded or annulled pursuant to the terms of such instrument;

(e) a decree or order by a court of competent jurisdiction shall have been entered under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or State bankruptcy, insolvency or other similar law, for relief against the Company in an

involuntary case, appointing a custodian or receiver or liquidator or trustee or assignee of the Company or of all or any substantial part of its property, or for the winding-up or liquidation of the Company or its affairs; or

(f) the Company shall commence a voluntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or State bankruptcy, insolvency or other similar law, or shall consent to the entry of an order for relief against it in an involuntary case under such laws or the appointment of or taking possession by a custodian or receiver or liquidator or trustee or assignee of it or of all or any substantial part of its property, or shall make an assignment for the benefit of its creditors.

SECTION 6.02. Acceleration on Occurrence of Certain Events of Default; Waiver.

If any one or more of the Events of Default described in Section 6.01(a), (b), (c) or (d) shall happen, then, and in each and every such case, during the continuance of any such Event of Default, either the Trustee, by notice in writing to the Company, or the Holders of at least 25% in principal amount of the Notes then outstanding, by notice in writing to the Company and to the Trustee, may declare to be due and payable immediately (i) the entire principal amount of the outstanding Notes and (ii) any accrued interest to the date of acceleration. Upon any such declaration such amount shall become and be immediately due and payable, anything in this Indenture or in the Notes contained to the contrary notwithstanding, and, upon payment of such amount, all of the Company's obligations under the Notes and this Indenture shall terminate. This provision, however, is subject to the condition that if, at any time after the principal of the Notes shall have been so declared to be due and payable and before any judgment or decree for the payment of the moneys shall have been obtained or entered as hereinafter provided, the principal of all the Notes which shall have matured (including any Notes called for redemption prior to their stated maturity) otherwise than by said declaration and all arrears of interest, if any, upon all the Notes (with interest on any overdue principal and, so far as permitted by law, installments of interest, at the rate per annum borne by the Notes to the date of such payment or deposit) and the reasonable charges and expenses of the Trustee, its agents, attorneys and counsel, shall be paid by the Company or deposited with the Trustee, and every other Default known

to the Trustee under this Indenture shall have been made good to the reasonable satisfaction of the Trustee, or provision deemed by the Trustee to be adequate therefor shall have been made, then and in every such case the Holders of a

Requisite Majority, by written notice to the Company and the Trustee, may waive the Default by reason of which the principal of the Notes shall have been so declared to be due and payable and may rescind and annul such declaration and its consequences; but no such waiver, rescission or annulment shall extend to or affect any subsequent Default or impair any right consequent thereon.

SECTION 6.03. Acceleration on Occurrence of Certain Events of Default.

If any one or more of the Events of Default described in Section 6.01(e) or (f) shall happen, then (i) the entire principal amount of the outstanding Notes and (ii) any accrued interest to the date of such Event of Default shall become and be immediately due and payable, anything in this Indenture or in the Notes contained to the contrary notwithstanding, and, upon payment of such amount, all of the Company's obligations under the Notes and this Indenture shall terminate.

SECTION 6.04. Acceleration on Failure to Pay Interest or Principal When Due; Remedies.

(a) If the Company shall fail for a period of 30 days to pay any installment of interest on the Notes or shall fail to pay the principal of any of the Notes when and as the same shall become due and payable, then, upon demand of the Trustee, the Company will pay to the Trustee for the benefit of the Holders of the Notes then outstanding the whole amount which then shall have become due and payable on all such Notes, with interest on the overdue principal and, so far as permitted by law, installments of interest, at the rate per annum borne by the Notes, and reasonable compensation to the Trustee, its agents, attorneys and counsel, and any other reasonable expenses and liabilities incurred without negligence or bad faith by the Trustee under this Indenture.

(b) In case the Company shall fail forthwith to pay such amounts, the Trustee, in its own name and as trustee of an express trust, shall be entitled and empowered to institute any action or proceedings at law or in equity for the collection of the sums so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against the Company or any other obligor on the Notes, and collect the moneys adjudged or decreed to be payable out of the Property of the Company or any other obligor on the Notes, wherever situated, in the manner provided by law. Every recovery of judgment in any such action or other proceeding, subject to the payment of the expenses, disbursements and compensation of the Trustee, its agents, attorneys and counsel, shall be (subject to the provisions of Section 6.05) for the ratable benefit of the holders of the Notes. All rights of action upon or under any of the Notes or this Indenture may be enforced by the Trustee without the possession of any of the Notes and without the production of any thereof at any trial or any proceedings relative thereto.

(c) The Trustee is hereby appointed, and each and every Holder of the Notes, by receiving and holding the same, shall be conclusively deemed to have appointed the Trustee, the true and lawful attorney-in-fact of such Holder, with

authority to make or file (whether or not the Company shall be in default in respect of the payment of the principal of or interest on any of the Notes, and whether or not the Trustee shall have made any demand for payment pursuant to the provisions of this Section 6.04), in its own name or as trustee of an express trust or as attorney-in-fact for such Holders or otherwise as it shall deem advisable, in any receivership, insolvency, liquidation, bankruptcy, reorganization or other judicial proceedings relative to the Company, its creditors or its Property, or any other obligor on the Notes, its creditors or its Property, any and all claims, proofs of debt, petitions, consents, other documents and amendments of any thereof, and to receive payment of any sums that shall be distributable in any such proceedings on account of any of the Notes, and to execute and deliver any and all other papers and documents and to do and perform any and all other acts and things, as it may deem necessary or advisable in order to have the claims of the Trustee and the Holders of the Notes allowed in any such proceedings; and any receiver, assignee, trustee or debtor in any such proceedings is hereby authorized, and each and every Holder of the Notes, by receiving and holding the same, shall be deemed to have authorized any such receiver, assignee, trustee or debtor to make payment of any and all such sums to or on the order of the Trustee, and to pay to the Trustee any amount due it for compensation and expenses, including counsel fees, incurred by it down to the date of such payment; provided, however, that nothing herein contained shall be deemed to authorize or empower the Trustee to consent to or accept or adopt, on behalf of any Holder of Notes, any plan of reorganization or readjustment of the Company affecting the Notes or the rights of any Holder thereof, or to authorize or empower the Trustee to vote in respect of the claim of any Holder of any Notes in any such proceedings.

SECTION 6.05. Application of Moneys Collected by the Trustee.

Any moneys collected by the Trustee under this Article Six shall be applied by the Trustee as follows:

FIRST: To the payment of all costs and expenses in connection with the collection of such moneys, including reasonable compensation to the Trustee, its agents, attorneys and counsel, and all expenses, liabilities and advances incurred or made without negligence or bad faith by the Trustee hereunder;

SECOND: To the Securityholders for the amounts due and unpaid on the Securities; and

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

The Trustee, upon prior written notice to the Company, may fix a record date and payment date for any payment to the Securityholders pursuant to this Section 6.05.

SECTION 6.06. Enforcement by Judicial Proceedings; Appointment of Receiver.

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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 proceeding 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. Upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Noteholders, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Property of the Company and of the tolls, rents, revenues, issues, earnings, income and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

SECTION 6.07. Rights of Majority Holders.

(a) A Requisite Majority may direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee hereunder, or of exercising any trust or power hereby conferred upon the Trustee; provided, however, that subject to Article Nine, the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken or if the Trustee in good faith shall, by Responsible Officers of the Trustee, determine that the action or proceeding so directed would involve the Trustee in personal liability or would be unjustly prejudicial to Holders of Notes not parties to such direction.

(b) The Trustee, at the direction of a Requisite Majority, may waive any past default hereunder, or any past failure to observe or perform any covenant or agreement, and the consequences thereof, except a default in the payment of the principal of the Notes at the date of maturity stated therein; provided, however, that the Trustee shall not (i) waive a default in the payment of interest on the Notes, unless all arrears of interest, with interest, so far as permitted by law, on overdue installments of interest at the rate borne by the

Notes, shall have been paid by the Company or shall have been provided for by the deposit with the Trustee in trust of a sum sufficient to pay the same, or (ii) waive a default in the payment of the redemption price of any of the Notes that shall theretofore have been called for redemption, unless such redemption price, with interest thereon at the rate borne by the Notes, shall have been paid by the Company or shall have been provided for by the deposit with the Trustee in trust of a sum sufficient to pay the same. In case of any such waiver, the Company, the Trustee and the Holders of the Notes shall be restored to their former positions and rights hereunder, respectively; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

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SECTION 6.08. Actions by Holders; Waiver.

(a) No Holder of any Note shall have any right to institute any action, suit or proceeding at law or in equity for the execution of any trust hereunder or for the appointment of a receiver or for any other remedy hereunder, unless (i) such Holder previously shall have given to the Trustee written notice of the happening of one or more of the Defaults herein specified, (ii) the Holders of a Requisite Majority shall have requested the Trustee in writing to take action in respect of the matter complained of, and shall have afforded to it a reasonable opportunity either to proceed to exercise the powers herein granted or to institute such action, suit or proceeding in its own name, (iii) there shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby and (iv) the Trustee, for 30 days after receipt of such notification, request and offer of indemnity, shall have neglected or refused to institute any such action, suit or proceeding; and such notification, request and offer of indemnity are hereby declared in every such case to be conditions precedent to any such action, suit or proceeding by any Holder; it being understood and intended that no one or more of the Holders shall have any right in any manner whatsoever by his, her or their action to enforce any right hereunder, except in the manner herein provided, and that every action, suit or proceeding at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Holders of such outstanding Notes (subject to the provisions of Section 6.05) which shall be the subject of such action, suit or proceeding; provided, however, that nothing in this Indenture or in the Notes

contained shall affect or impair (x) the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on the Notes to the respective Holders on the respective due dates in such Notes stated, or (y) the right of any Holder to institute suit for the enforcement of any such payment on or after such respective dates, without the consent of such Holder.

(b) All parties to this Indenture and the Holders agree that a court of competent jurisdiction may in its discretion require, in any action, suit or proceeding for the enforcement of any right or remedy under this Indenture, or in any action, suit or proceeding against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such action, suit or proceeding of an undertaking to pay the costs of such action, suit or proceeding, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such action, suit or proceeding, having due regard to the merits and good faith of the claims or defenses made by such party litigant; provided, however, that the provisions of this Section 6.08(b) shall not apply to any action, suit or proceeding instituted by the Trustee, to any action, suit or proceeding instituted by any one or more Holders holding in the aggregate more than 10% in principal amount of the Notes outstanding, or to any action, suit or proceeding instituted by any Holder for the enforcement of the payment of the principal of or interest on any of the Notes, on or after the respective due dates expressed in such Notes.

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SECTION 6.09. Remedies Not Exclusive; Effect of Waiver.

No remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other remedy or remedies, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of the Trustee or of any Holder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Article Six to the Trustee and to the Holders, respectively, may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the Holders, as the case may be. In case the Trustee or any Holder shall have proceeded to enforce any right under this Indenture and the proceedings for the enforcement thereof shall have been discontinued or abandoned because of waiver or for any other reason or

shall have been determined adversely to the Trustee or to such Holder, then and in every such case, the Company, the Trustee and the Holders shall severally and respectively be restored to their former positions and rights hereunder and thereafter all rights, remedies and powers of the Trustee shall continue as though no such proceedings had been taken.

SECTION 6.10. Waiver of Stay or Extension Laws.

The Company will not at any time insist upon, 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 terms of performance of this Indenture; and the Company hereby expressly waives all benefit or advantage of any such law or laws, and covenants that it will not hinder, delay or impede the execution of any power herein granted and delegated to the Trustee, but will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

ARTICLE SEVEN

NOTEHOLDERS' ACTS, HOLDINGS AND APPARENT AUTHORITY

Any demand, request, notice, direction, consent, waiver, appointment, removal or other instrument required or permitted by this Indenture to be signed and executed by Holders of Notes may be in any number of concurrent writings of similar tenor and may be signed or executed by such Holders in person or by agent appointed in writing, and, subject to the provisions of Section 9.02, proof of the execution thereof or of the writing appointing any such agent or of the holding by any person of Notes shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee or of the Company with regard to any action by them, respectively, taken under such instrument, if such proof be made in the following manner:

(a) The fact and date of the execution by any person of any such instrument may be proved (i) by the certificate under his official seal of any notary public or other officer in any jurisdiction who, by the laws thereof, has

power to take acknowledgements or proof of deeds to be recorded within such jurisdiction, that the person who signed such instrument did acknowledge before such notary public or other officer the execution thereof or (ii) by the affidavit of a witness of such execution. The appointment of an Officer of a corporation, or a member of a partnership, executing any instrument on behalf of

such corporation or partnership, need not be proved as aforesaid, but shall be presumed.

(b) The fact of the holding of Notes shall be established by the Note register.

ARTICLE EIGHT

REPORTS BY THE TRUSTEE AND NOTEHOLDERS' LISTS

SECTION 8.01. Reports by the Trustee.

(a) The Trustee shall transmit to the Holders, as hereinafter provided, on or before October 15, 1994, and on or before the 15th day of October in each year thereafter, a brief report dated as of the last preceding 15th day of August with respect to:

(i) its eligibility under Section 9.06 and its qualifications under Section 9.05 to serve as Trustee hereunder, or in lieu thereof, if to the best of its knowledge it has continued to be eligible and qualified under said Sections, a written statement to that effect;

(ii) the creation of or any material change to a relationship specified in Section 310(b) of the TIA;

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

(iv) the amount, interest rate and maturity date of all other indebtedness owing to it in its individual capacity, on the date as of which such report is made, by the Company or any other obligor on the Notes, 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 TIA;

(v) any change to the Property and funds, if any, physically in its possession as Trustee on the date as of which such report is made;

(vi) any additional issue of Notes which it has not previously reported; and

(vii) any action taken by it in the performance of its duties under this Indenture which it has not previously reported and which in its opinion materially affects the Notes, except action in respect of a Default, notice of which has been or is to be withheld by the Trustee in accordance with the provisions of Section 9.03.

(b) The Trustee shall transmit to the Holders, as hereinafter provided, within the times hereinafter specified, a brief report with respect to the character and amount of any advances made by it since the date of the last report transmitted pursuant to the provisions of Section 8.01(a) (or, if no such report has yet been transmitted, since the date of the execution of this Indenture), for the reimbursement of which it claims or may claim a Lien or charge prior to that of the Notes on Property or funds held or collected by it as Trustee, if the Trustee has not previously reported such advances pursuant to this Section 8.01 (b) and if such advances remaining unpaid shall at any time aggregate more than 10% of the principal amount of the Notes then outstanding, such report to be so transmitted within 90 days after such time.

(c) Each report pursuant to the provisions of this Section 8.01 shall be transmitted by mail to all Holders, as the names and addresses of such Holders appear upon the Note register or as otherwise provided in Section 313(c) of the TIA.

(d) The Trustee shall, at the time of the transmission to the Holders of any report pursuant to the provisions of this Section 8.01, file a copy of such report with each stock exchange upon which any of the Notes are listed, with the SEC and with the Company. The Company agrees to notify the Trustee when and if the Notes become listed on any stock exchange.

(e) The Company will reimburse the Trustee for all expenses incurred in the transmission of any report pursuant to the provisions of this Section 8.01.

SECTION 8.02. Noteholders' Lists.

(a) The Company will furnish or cause to be furnished to the Trustee, semi-annually, not more than 60 days after June 30 and December 31 in each year, beginning June 30, 1994, and at such other times as the Trustee may request in writing, within 30 days after receipt by the Company of any such request, a list in such form as the Trustee may reasonably require containing all information in the possession or control of the Company, or any of their Paying Agents, other than the Trustee, as to the names and addresses of the Noteholders obtained since the date as of which the next previous list, if any, was furnished, but so long as the Trustee is the Registrar, no such list shall be required to be

furnished. Any such list may be dated as of a date not more than 15 days prior to the time such information is furnished or caused to be furnished, and need not include information received after such date.

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(b) The Trustee will preserve, in as current form as is reasonably practicable, all information as to the names and addresses of Noteholders contained in the most recent list furnished to it as provided in Section 8.02(a) and received by it in the capacity of Registrar or of Paying Agent (if so acting) hereunder. The Trustee may destroy any list furnished to it as provided in said Section 8.02(a) upon receipt of a new list so furnished.

(c) Within five Business Days after the receipt by the Trustee of a written application by any three or more Holders stating that such Holders (hereinafter in this Section 8.02(c) called "applicants") desire to communicate with other Holders with respect to their rights under this Indenture or under the Notes and accompanied by a copy of the form of proxy or other communication which such applicants propose to transmit, and by reasonable proof that each such applicant has owned a Note for a period of at least six months preceding the date of such application, the Trustee will, at its election, either:

(i) afford to such applicants access to all information so furnished to or received by, and preserved by, the Trustee pursuant to the provisions of this Section 8.02; or

(ii) inform such applicants as to the approximate number of Holders according to the most recent information so furnished to or received by, and preserved by, the Trustee, and as to the approximate cost of mailing to such Holders 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 all Holders whose names and addresses are contained in the information so furnished to or received by, and preserved by, the Trustee, copies 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 such mailing, unless within five days after such tender, the Trustee shall mail to such applicants, and file with the SEC 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 or would be in violation of applicable law. Such written statement shall specify the basis of such opinion. After opportunity for a hearing upon the objections specified in the written statement so filed, the SEC may, and if demanded by the Trustee or such applicants, shall, enter an order sustaining one or more of such objections or refusing to sustain any of them. If the SEC shall enter an order refusing to sustain any of such objections, or if, after the entry of an order refusing to sustain any of such objections, the SEC shall find, after notice and opportunity for hearing, that all objections so sustained have been met, and shall enter an order so declaring, the Trustee shall mail copies of such material to all such Holders 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.

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(d) Each and every Holder of Notes, by receiving and holding the same, agrees with the Company and the Trustee that neither the Company nor the Trustee shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the Holders in accordance with the provisions of this Section 8.02(c), 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 this Section 8.02(c).

ARTICLE NINE

CONCERNING THE TRUSTEE

SECTION 9.01. Acceptance of Trust.

The Trustee accepts the trusts created by this Indenture upon the terms and conditions hereof, including the following, to all of which the parties hereto and the Holders from time to time of the Notes agree:

(a) The Trustee shall be entitled to reasonable compensation for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust), and such compensation, as well as the reasonable compensation and the expenses and disbursements of its counsel, and all other reasonable expenses incurred by the Trustee hereunder in good faith and without negligence, and all advances made by the Trustee in accordance with any provision of this Indenture

in good faith and without negligence, the Company agrees to pay promptly on demand from time to time as such services shall be rendered and as such expenses shall be incurred or advances made. In default of any such payment by the Company, the Trustee shall have a Lien therefor on any moneys held by the Trustee hereunder prior to any rights therein of the Holders. The reasonable fees and expenses of the Trustee (including the reasonable charges and expenses of its counsel) shall be preferred over the claims of the Noteholders in any reorganization or other similar proceeding. The Company also agrees to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Trustee, arising out of or in connection with the acceptance, administration or satisfaction of this trust, as well as the costs and expenses of defending against any claim or liability in the premises.

(b) The Trustee may execute any of the trusts or powers hereof and perform any duty hereunder either directly or by its agents and attorneys.

(c) The Trustee shall not be responsible in any manner whatsoever for the correctness of the recitals of fact herein or in the Notes (except its certificate of authentication thereon), all of which are made solely by the Company; and the Trustee shall not be responsible or accountable in any manner whatsoever for or with respect to the validity or execution or sufficiency of this Indenture, of any supplemental indenture or of the Notes, and the Trustee makes no representation with respect thereto. The Trustee shall not be

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accountable for the use or application by the Company of any Notes, or the proceeds of any Notes, authenticated and delivered by the Trustee.

(d) The Trustee may consult with counsel and, to the extent permitted by Section 9.02, the advice or opinion of such counsel as to matters of law shall be full and complete authorization and protection in respect of any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

(e) The Trustee, to the extent permitted by Section 9.02, may rely upon the certificate of the Secretary or one of the Assistant Secretaries of the Company, under its corporate seal, as to the adoption of any resolution by the Company's Board of Directors or stockholders.

(f) The Trustee, in its individual or any other capacity, may become the owner or pledgee of Notes, subject to the provisions of Sections 9.05 and 9.08,

and otherwise deal with the Company, with the rights it would have had if it were not Trustee hereunder.

(g) Any action taken by the Trustee pursuant to any provision hereof at the request or with the consent of any person who at the time of such request or consent is the Holder of any Note shall be conclusive and binding in respect of such Note upon all future Holders thereof and upon the Holder or Holders of any Note or Notes issued in lieu thereof, whether or not such Note shall have noted thereon the fact that such request or consent had been made or given.

(h) The Trustee shall be under no obligation to exercise any of the trusts or powers hereof at the request, order or direction of any of the Noteholders, pursuant to the provisions of this Indenture, unless such Noteholders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which may be incurred therein or thereby.

(i) The Trustee may rely, and shall be protected in relying, upon any resolution, certificate, opinion, report, statement, request, consent, note or other instrument or paper believed by it to be genuine and to have been signed or presented by the proper parties and in the absence of actual notice or knowledge, the Trustee shall not be required to take notice, or be deemed to have knowledge, of the existence of any condition or the occurrence of any event contrary to that set forth in any such resolution, certificate, opinion, report, statement, request, consent, note or other instrument or paper.

(j) 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 any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by an Officers' Certificate.

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SECTION 9.02. Duties of the Trustee.

(a) If an Event of Default specified in Section 6.01 shall have happened, then, so long as the same shall be subsisting, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall 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; and none of the provisions of this Indenture shall be construed as relieving the Trustee from liability for its own negligent action, its own negligent failure to act or its own wilful misconduct, except that, anything in this Indenture contained to the contrary notwithstanding:

(i) unless and until an Event of Default shall have happened which at the time is subsisting,

(A) the Trustee shall not be liable except for the performance of such duties as are specifically set out in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee, whose duties and obligations shall be determined solely by the express provisions of this Indenture; and

(B) the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, in the absence of bad faith on the part of the Trustee, upon certificates or opinions furnished to it pursuant to and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which, by the provisions of this Indenture, 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; and

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

(iii) the Trustee shall not be liable to any Noteholder or to any other person with respect to any action taken or omitted to be taken by it in good faith, in accordance with the direction of a Requisite Majority, relating to the time, method and place of conducting any proceeding for any remedy available to it or exercising any trust or power conferred upon it by this Indenture.

(b) Notwithstanding any provisions of this Indenture authorizing the Trustee conclusively to rely upon any Officers' Certificates or Opinions of Counsel, the Trustee may, before taking or refraining from taking any action in reliance upon any Officers' Certificate furnished by the Company, require any further evidence or make any further investigation as to the facts or matters stated therein which it may, in good faith, deem reasonable in the circumstances, and in connection therewith the Trustee may examine or cause to be examined the pertinent books, records and premises of the Company, and the

Trustee shall, in any case, require such further evidence or make such further investigation as may be requested in writing to the Trustee by a Requisite Majority; provided that, if payment to the Trustee of the costs, expenses and liabilities likely to be incurred by it without negligence or bad faith in making such investigation is not reasonably assured to the Trustee by the security afforded to it by the terms of this Indenture, the Trustee before making such investigation may require reasonable indemnity against such costs, expenses or liabilities. Any further evidence which may be requested by the Trustee pursuant to any of the provisions of this Section 9.02 shall be furnished by the Company at its own expense; and any costs, expenses and liabilities incurred by the Trustee in connection with any further investigation made by it pursuant to any of the provisions of this Section 9.02 shall be paid by the Company, or, if paid by the Trustee, shall be repaid by the Company upon demand, with interest at the rate per annum announced from time to time by the Trustee as its "Prime Rate", and until such repayment, shall be secured by a Lien on any Property or funds held or collected by the Trustee hereunder prior to any rights therein of the Noteholders.

SECTION 9.03. Notice of Default.

The Trustee shall, within 90 days after the happening thereof, give to the Holders notice of the happening of any Default, known to it to be then subsisting, unless such Default shall have been cured before the giving of such notice; provided that, unless such Default be the failure to pay the principal of or the interest on any of the Notes when and as the same shall become payable, the Trustee shall be protected in withholding such notice, if and so long as the Board of Directors, Executive Committee, or a Trust Committee of Directors and/or Responsible Officers, of the Trustee in good faith determine that the withholding of such notice is in the interest of the Holders. Such notice shall be given to the Holders in the manner and to the extent provided in Section 8.01(c).

SECTION 9.04. Resignation of the Trustee.

(a) The Trustee, or any successor to it hereafter appointed, may at any time resign and be discharged of the trusts hereby created by giving to the Company notice in writing of such resignation, and by mailing, postage prepaid, a copy of such notice to the Holders at their addresses as the same shall then appear on the Note register. Such resignation shall not take effect until the appointment by the Holders or by the Company as hereinafter provided of a successor Trustee having the qualifications prescribed in Sections 9.05 and 9.06, and the acceptance of such appointment by such successor Trustee. Any Trustee hereunder may be removed at any time by the filing with such Trustee and the delivery to the Company of an instrument signed by a Requisite Majority, specifying such removal and the date when it shall become effective.

(b) Upon its resignation or removal, any Trustee shall be entitled to the

payment of reasonable compensation for the services rendered hereunder by such Trustee and to the payment of all reasonable expenses, including counsel fees, incurred hereunder and all moneys then due to it hereunder.

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SECTION 9.05. Conflicts of Interest.

The Trustee shall comply with Section 310(b) of the TIA.

SECTION 9.06. Appointment of Successor Trustee; Eligibility.

(a) In case at any time the Trustee shall resign, or shall be removed, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver of the Trustee or of its property shall be appointed, or if 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, a successor Trustee may be appointed by a Requisite Majority, by an instrument or concurrent instruments in writing signed in triplicate by such Holders and filed, one original thereof with the Company and the remaining original thereof with the successor Trustee; but, until a successor Trustee shall have been so appointed by the Holders as herein authorized and shall have accepted such appointment, the Company by a resolution of its Board of Directors or, in case all or substantially all of the assets of the Company shall be in the possession of one or more receivers lawfully appointed, or of trustees in bankruptcy or reorganization proceedings (including a trustee or trustees appointed under the provisions of the Federal bankruptcy law), or of assignees for the benefit of creditors, such receivers, trustees or assignees, as the case may be, by an instrument in writing shall appoint a successor Trustee. Upon the appointment and acceptance as aforesaid of a successor Trustee, the Trustee shall cease to be Trustee hereunder. After any such appointment other than by the Holders, the person making such appointment shall forthwith cause notice thereof to be mailed, first class postage prepaid, to the Holders at their addresses as the same shall then appear on the Note register; but any successor Trustee so appointed shall, immediately and without further act, be superseded by a successor Trustee appointed by the Holders in the manner above prescribed, if such appointment be made prior to the expiration of one year from the date of mailing of such notice by the Company, or by such receivers, trustees or assignees.

(b) If any Trustee shall resign because of a conflict of interest as provided in Section 9.05 and a successor Trustee shall not have been appointed by the Company or by the Holders, or, if any successor Trustee so appointed

shall not have accepted its appointment within 30 days after such appointment shall have been made, the resigning Trustee may apply to any court of competent jurisdiction for the appointment of a successor Trustee. If in any other proper case a successor Trustee shall not be appointed pursuant to the foregoing provisions of this Section 9.06 within three months after such appointment might have been made hereunder, the Holder of any Note or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, in any such case, after such notice, if any, as such court may deem proper and prescribed, appoint a successor Trustee.

(c) The Company covenants that whenever necessary to avoid or fill a vacancy in the office of Trustee, the Company will, in the manner provided in this Section 9.06, appoint a successor Trustee and that there shall at all times be a Trustee under this Indenture, which shall at all times be a corporation

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organized and doing business under the laws of the United States of America or of any State, any territory of the United States of America, the District of Columbia or any other person permitted to act as trustee by the SEC, in good standing, which (i) is authorized under such laws to exercise corporate trust powers and (ii) is subject to supervision or examination by Federal, State, territorial or District of Columbia authority and which has a combined capital and surplus of not less than \$50,000,000. For the purposes of this Section 9.06, the combined capital and surplus of any such Trustee shall be deemed to be the combined capital and surplus as set forth in the most recent report of its condition published by such Trustee, provided that such reports are published at least annually, pursuant to law or to the requirements of a Federal or State supervising or examining authority. If the Trustee or any successor shall at any time cease to have the qualifications prescribed in this paragraph, it shall promptly resign as Trustee hereunder. Neither the Company nor person directly or indirectly controlling, controlled by, or under common control with the Company shall serve as Trustee.

(d) Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor Trustee and to the Company, or to the receivers, trustees, assignees or court appointing it, as the case may be, an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the authority, rights, powers, trusts, immunities, duties and obligations of such predecessor Trustee with like effect as if originally named as Trustee hereunder, and such predecessor Trustee shall thereupon become obligated to pay over and such successor Trustee shall be entitled to receive, all moneys on deposit with or held by such predecessor Trustee as Trustee hereunder.

Nevertheless, on the written request of the Company or of the successor Trustee or of the Holders of 10% in principal amount of the Notes then outstanding, such predecessor Trustee, upon payment of its charges and disbursements then unpaid, shall execute and deliver an instrument transferring to such successor Trustee upon the trusts herein expressed all the rights, powers and trusts of such predecessor Trustee, and shall assign, transfer and deliver to the successor Trustee all moneys and properties held by such predecessor Trustee; and upon request of any such successor Trustee, the Company shall make, execute, acknowledge and deliver any and all instruments in writing for more fully and effectively vesting in and confirming to such successor Trustee all such rights, powers, trusts, immunities, duties and obligations.

SECTION 9.07. Consolidation and Merger of Trustee.

Any corporation into which the Trustee or any successor to it in the trusts so created by this Indenture may be merged, or any corporation with which it or any successor to it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee or any such successor to it shall be a party, or any corporation to which the Trustee or any successor to it shall sell or otherwise transfer all or substantially all the assets and business of the Trustee, shall be the successor Trustee under this Indenture 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; provided, however, that such corporation shall have the qualifications prescribed in

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Sections 9.05 and 9.06. In case at the time such successor to the Trustee shall succeed to the trusts created by this Indenture any of the Notes shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of the original Trustee or of any successor to it as trustee hereunder, and deliver such Notes so authenticated; and in case at any time any of the Notes shall not have been authenticated, any successor to the Trustee by merger or consolidation may authenticate such Notes either in the name of its 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 Notes or in this Indenture provided that the certificate of the Trustee shall have.

SECTION 9.08. Preferential Collection of Claims Against the Company.

The Trustee shall comply with Section 311(a) of the TIA, excluding any creditor relationship listed in Section 311(b) of the TIA.

ARTICLE TEN
DEFEASANCE

SECTION 10.01. Satisfaction of Indenture at Maturity.

If and when the principal of and the interest on all the Notes and all other sums due hereunder shall have been well and truly paid at the times and in the manner therein and herein expressed, this Indenture shall cease and determine, and, at the written request of the Company, accompanied by the Officers' Certificate and Opinion of Counsel required by Section 13.04, and upon payment of the costs, charges and expenses incurred or to be incurred by the Trustee in relation thereto or in carrying out the provisions of this Indenture, the Trustee shall cancel and satisfy this Indenture.

SECTION 10.02. Satisfaction of Indenture Prior to Maturity.

If, within not more than six months prior to the maturity of the Notes, the Company shall deposit with the Trustee, in trust for the pro rata benefit of the holders thereof, funds sufficient to pay all sums for principal of and interest due or to become due on the Notes at the time outstanding, and shall pay all costs, charges and expenses incurred or to be incurred by the Trustee in relation thereto or in carrying out the provisions of this Indenture, the Trustee, on the written request of the Company accompanied by the Officers' Certificate and Opinion of Counsel required by Section 13.04, shall cancel and satisfy this Indenture. The Trustee shall apply the moneys so deposited to the payment to the Holders of Notes of all sums due and to become due thereon for principal and interest.

SECTION 10.03. Unclaimed Property; Moneys To Be Held in Trust; Absence of Personal Liability.

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(a) The Trustee shall not be required to pay interest on any moneys deposited pursuant to the provisions of this Indenture, except such as it shall agree with the Company to pay thereon, and any such moneys remaining unclaimed for three years after the maturity of the Notes shall be repaid by the Trustee thereof to the Company upon its written request, and thereafter, anything in this Indenture to the contrary notwithstanding, any rights of such Holders of Notes in respect to which such moneys shall have been deposited shall be enforceable only against the Company; provided, however, that before being required to make any such payment to the Company, the Trustee may, at the

expense of the Company, cause to be published once in a newspaper customarily published one each business day, printed in the English language and of general circulation in the City of New York, State of New York, notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall not be less than ten nor more than 20 days after the date of the first publication of such notice, the balance of such moneys then unclaimed will be returned to the Company.

(b) Any moneys which at any time shall be deposited by the Company or on its behalf with the Trustee, as paying agent or otherwise under this Indenture, shall be and are hereby assigned, transferred and set over to the Trustee in trust for the purpose for which such moneys shall have been deposited; but such moneys need not be segregated from other funds except to the extent required by law.

ARTICLE ELEVEN

IMMUNITY OF INCORPORATORS, STOCKHOLDERS, OFFICERS AND DIRECTORS

No recourse shall be had for the payment of the principal of or the interest on any Notes, or any part thereof, or for any claim based thereon or otherwise in respect thereof, or of the indebtedness represented thereby, or upon any obligation, covenant or agreement of this Indenture, against any incorporator, or against any stockholder, officer or director, as such, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that this Indenture and all the Notes are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any such incorporator, stockholder, officer or director, past, present or future, of the Company or of any predecessor or successor corporation, either directly or indirectly through the Company or any such predecessor or successor corporation, because of the indebtedness hereby authorized or under or by reason of any of the obligations, covenants, promises or agreements contained in this Indenture or in any of the Notes or to be implied herefrom or therefrom; and that any such personal liability is hereby expressly waived and released as a condition of, and as part of the consideration for, the execution of this Indenture and the issue of Notes; provided, however, that nothing herein or in the Notes contained shall be taken

to prevent recourse to and the enforcement of the liability, if any, of any stockholder or subscriber to capital stock upon or in respect of shares of capital stock not fully paid up.

ARTICLE TWELVE

SUPPLEMENTAL INDENTURES

SECTION 12.01. Supplemental Indentures by the Company and the Trustee.

(a) The Company and the Trustee may, from time to time and at any time, enter into such indentures supplemental hereto as shall be deemed by them necessary or desirable, for one or more of the following purposes:

(i) to add to the covenants and agreements of the Company for the protection or benefit of the Holders;

(ii) to evidence the succession of a corporation, partnership, other business association or trust to the Company as permitted under this Indenture and the assumption by the successor of the covenants, agreements and obligations of the Company upon the Notes and under this Indenture; and

(iii) for any other purpose not inconsistent with the terms of this Indenture, for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective or inconsistent provisions contained herein or in any supplemental indenture.

(b) The Trustee, to the extent permitted by Section 9.02, shall be fully protected in relying upon the written request of the Company, accompanied by a certified resolution authorizing the execution thereof, as proof of the necessity or desirability of any supplemental indenture provided for in this Section 12.01 and upon an Officers' Certificate and an Opinion of Counsel that such supplemental indenture complies with the provisions of this Section 12.01.

SECTION 12.02. Supplemental Indentures with the Consent of Noteholders.

(a) Subject to the terms and provisions contained in this Section 12.02, and not otherwise, the Company and the Trustee may execute such indenture or indentures supplemental hereto as shall be by the Company deemed necessary or desirable for the purpose of modifying or amending in any particular not provided for under Section 12.01 any of the terms or provisions contained in this Indenture or in any supplemental indenture or in any Note, with the consent of not less than a Requisite Majority; provided that nothing herein contained shall permit, or be construed as permitting (i) the extension of the maturity specified by the terms of any Notes issued hereunder, or the reduction in the rate of interest thereon or the extension of the time of payment of interest thereon, or any other modification in the terms of payment of principal or interest, without the express consent of the Holders of such Notes, or (ii) the reduction of the aforesaid percentage of Notes, the Holders of which are

required to consent to any such supplemental indenture, without the consent of the Holders of all Notes outstanding.

(b) If at any time the Company shall request the Trustee to enter into any supplemental indenture pursuant to the provisions of this Section 12.02, accompanied by a certified resolution authorizing the execution thereof, the Trustee shall, at the expense of the Company, cause notice of the proposed execution of such supplemental indenture to be mailed to all Holders in the manner provided in Section 8.01(c). Such notice shall briefly set forth the nature of the proposed supplemental indenture, and shall state that a copy thereof is on file at the principal office of the Trustee in the City of New York, State of New York, for inspection by all Holders.

SECTION 12.03. Trustee Execution of Supplemental Indenture.

(a) Whenever, at any time within 12 months after the mailing of such notice, the Company shall deliver to the Trustee an instrument or instruments executed by at least a Requisite Majority, which instruments shall refer to the proposed supplemental indenture described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice as on file with the Trustee, together with an Officers' Certificate and an Opinion of Counsel that such supplemental indenture complies with the provisions of this Article, thereupon, but not otherwise, the Trustee shall execute, subject to Section 9.02, such supplemental indenture in substantially such form, without liability or responsibility to any Holder, whether or not such Holder shall have consented thereto, and no Holder shall have any right or interest to object to the execution of such supplemental indenture or to object to any of the terms or provisions therein contained, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Company from executing the same or from taking any action pursuant to the provisions thereof.

(b) Any consent given by a Holder under this Article Twelve may be revoked at any time thereafter by such Holder or by his, her or its successor in title by filing written notice of such revocation with the Trustee at its corporate trust office; provided, however, that such consent shall not be revocable after at least a Requisite Majority shall have consented to such supplemental indenture, as evidenced by the instruments delivered by the Company to the Trustee as hereinabove in this Section 12.03 provided. No notation on any Note of the fact of such consent shall be necessary, but any such written consent by a Holder shall be conclusive and binding on all future Holders and owners of the

same Note and of all Notes delivered in exchange therefor, unless revoked in the manner and during the period hereinabove in this Section 12.03 provided.

(c) The Company may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to consent to any amendment, supplement or waiver. If a record date is fixed, then notwithstanding the immediately preceding paragraph, those persons who were Holders at such record date (or their duly designated proxies), and only those persons, shall be entitled to consent to such amendment, supplement or waiver or to revoke any

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consent previously given, whether or not such persons continue to be Holders after such record date.

(d) After an amendment, supplement or waiver becomes effective, it shall bind every Securityholder, unless it makes a change described in Section 12.02(a). In that case the amendment, supplement or waiver shall bind each Holder who has consented to it and every subsequent Holder or portion of a Security that evidences the same debt as the consenting Holder's Security.

SECTION 12.04. Conformity to Provisions of Trust Indenture Act.

Any supplemental indenture executed in accordance with any of the provisions of this Article Twelve shall thereafter form a part of this Indenture; and all the terms and conditions contained in any such supplemental indenture as to any provisions authorized to be contained therein shall be, and be deemed to be, part of the terms and conditions of this Indenture for any and all purposes, and the respective rights, duties and obligations under this Indenture of the Company, the Trustee and all Holders of outstanding Notes shall thereafter be determined, exercised and enforced hereunder subject, in all respects, to such modifications and amendments; provided, however, that all modifications of or additions to the terms of this Indenture shall conform to the provisions of the TIA as such act shall be in effect at the time of execution of such supplemental indenture and that no such supplemental indenture shall modify the rights, duties or immunities of the Trustee without its written consent.

SECTION 12.05. Notation on or Exchange of Securities.

If an amendment, supplement or waiver changes the terms of a Security, the Trustee may require the Holder to deliver it to the Trustee. The Trustee may place an appropriate notation on the Security about the changed terms and return

it to the Holder. Alternatively, if the Company or the Trustee so determine, the Company in exchange for the Security shall issue and the Trustee shall authenticate and deliver a new Security that reflects the changed terms.

ARTICLE THIRTEEN
MISCELLANEOUS

SECTION 13.01. Notices.

(a) Any notice or communication shall be sufficiently given if in writing and delivered in person or mailed by first class mail addressed as follows:

If to the Company:

Tesoro Petroleum Corporation
8700 Tesoro Drive
San Antonio, Texas 78217
Attention: President

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If to the Trustee:

Bankers Trust Company
Four Albany Street
New York, New York 10006
Attention: Corporate Trust and Agency Group

The Company or the Trustee by notice to the other may designate additional or different addresses for subsequent notices or communications.

(b) Any notice or communication mailed to a Securityholder shall be mailed by first class mail to him at his address as it appears on the registration books of the Registrar and shall be sufficiently given to him if so mailed within the time prescribed. Failure to mail a notice or communication to a Securityholder or any defect in such notice or communication shall not affect its sufficiency with respect to other Securityholders.

(c) Except for a notice to the Trustee, which is deemed given only when received, if a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it. If the Company mails a notice or communication to any Securityholder, they shall mail a copy of

such notice to the Trustee and each Agent at the same time.

(d) The current address of the office or agency of the Company maintained in the Borough of Manhattan, The City of New York, in accordance with Section 4.02 is as follows:

c/o Bankers Trust Company
Four Albany Street
New York, New York 10006
Attention: Corporate Trust and Agency Group

SECTION 13.02. Communications by Holders with Other Holders.

Securityholders may communicate pursuant to Section 312(b) of the TIA with other Securityholders with respect to their rights under this Indenture or the Securities and the Trustee shall comply with the requirements of such section. The Company, the Trustee, the Registrar and any other person shall have the protection of Section 312(c) of the TIA.

SECTION 13.03. No Third-Party Beneficiaries.

Nothing in this Indenture expressed or that may be implied from any of the provisions hereof is intended, or shall be construed, to confer upon or give to any person other than the parties hereto and the Holders any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof; and all covenants, conditions and stipulations in this Indenture contained shall be for the sole and exclusive benefit of the parties hereto and their successors and of the Holders.

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SECTION 13.04. Certificates and Opinions of Officers, Counsel and Others.

(a) As evidence of compliance with the conditions precedent provided for in this Indenture (including any covenants compliance with which constitutes a condition precedent) which relate to the satisfaction and discharge of this Indenture or to any other action to be taken by the Trustee at the request or upon the application of the Company, the Company will furnish to the Trustee an Officers' Certificate stating that such conditions precedent have been complied with and an Opinion of Counsel stating that in the opinion of such counsel such conditions precedent have been complied with.

(b) Unless herein otherwise expressly provided and to the extent permitted

by Section 9.02, any order, notice, request or statement of the Company required or permitted to be filed with the Trustee or to be made or given under any provision hereof, shall be sufficient if it shall have been signed by the Chairman of the Board, President or one of the Vice Presidents and by the Treasurer or one of the Assistant Treasurers or the Secretary or one of the Assistant Secretaries of the Company.

(c) Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include: (i) a statement that the person making such certificate or opinion has read such condition or covenant; (ii) 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; (iii) a statement that, in the opinion of such person, such person has made such examination or investigation as is necessary to enable such person to express an informed opinion as to whether or not such condition or covenant has been complied with; and (iv) a statement as to whether or not, in the opinion of such persons, such condition or covenant has been complied with.

(d) Any certificate, statement or opinion of an Officer of the Company or other expert may be based, insofar as it relates to legal matters, upon a certificate or opinion of or representations by counsel to the Company, unless such Officer or other expert knows or, in the exercise of reasonable care, should know that the certificate or opinion or representations with respect to the matters upon which the certificate, statement or opinion of such Officer or expert may be based as aforesaid are erroneous.

(e) Any certificate, statement or Opinion of Counsel to the Company may be based, insofar as it relates to factual matters, upon information with respect to which is in the possession of the Company, upon the certificate, statement or opinion of or representations by an Officer or Officers of the Company, unless such counsel knows or, in the exercise of reasonable care, should know 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.

(f) Any certificate, statement or opinion of any Officer of the Company or of counsel to the Company may be based, insofar as it relates to accounting matters, upon a certificate, written report or opinion by a firm of independent

public accountants, unless such Officer or counsel, as the case may be, knows or, in the exercise of reasonable care, should know that the certificate, report

or opinion with respect to the accounting matters upon which his certificate, statement or opinion may be based as aforesaid is erroneous.

SECTION 13.05. Percentage or Proportion of Noteholders.

Any reference to a particular percentage or proportion of the Noteholders shall mean the holders at the particular time of the specified percentage or proportion in aggregate principal amount of all Notes then outstanding under this Indenture, exclusive of Notes owned by the Company or other obligor upon the Notes (whether or not theretofore issued) or by any Affiliate of the Company or such other obligor and whether held in the treasury of the Company or such other obligor or any such Affiliate or pledged to secure any indebtedness; provided, however, that where such reference is made in connection with the protection of the Trustee, in acting upon the direction or consent of a specified percentage or proportion of Noteholders, such Notes shall be excluded only if known to the Trustee to be so owned or pledged; and provided further, that Notes pledged in good faith may be regarded as outstanding for the purposes of this paragraph if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Notes and that the pledgee is not an Affiliate of the Company or such other obligor.

SECTION 13.06. Governing Law.

The Indenture and each Note shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be governed by, and shall be construed in accordance with, the laws of such State.

SECTION 13.07. Interest.

Interest on the Notes shall be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 13.08. Counterparts.

This Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 13.09. Rules by Trustee, Paying Agent, Registrar.

The Trustee may make reasonable rules for action by or at a meeting of Securityholders. The Registrar or Paying Agent may make reasonable rules for its functions.

SECTION 13.10. Successors and Assigns.

All agreements of the Company in this Indenture and the Securities shall bind its successors and assigns. All agreements of the Trustee in this Indenture shall bind its successors.

SECTION 13.11. No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret another indenture, loan or debt agreement of the Company or its Subsidiaries. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

SECTION 13.12. Severability.

In case any provision in this Indenture or in the Securities shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and a Holder shall have no claim therefor against any party hereto.

SECTION 13.13. Effect of Headings and Table of Contents.

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

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed, and any seal to be hereunto affixed, all as of the date first written above.

TESORO PETROLEUM CORPORATION

By: /S/ Bruce A. Smith

Name: Bruce A. Smith

Title: Executive Vice President and
Chief Financial Officer

BANKERS TRUST COMPANY

By: /S/ Kathleen Boyd

Name: Kathleen Boyd

Title: Vice President

ATTEST

/S/ Valerie Dunbar
Valerie Dunbar

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STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On the 8th day of February, 1994, before me personally came Bruce A. Smith, to me known, who, being by me duly sworn, did depose and say that she/he resides at _____; that such person is _____ of Tesoro Petroleum Corporation, one of the corporations described in and which executed the above instrument; that such person knows the corporate seal of such corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed pursuant to authority of the board of directors of such corporation; and that such person executed said instrument pursuant to like authority.

/S/ Phyllis T. Ferber

Notary Public, State of New York
No. 31-4839230
Qualified in New York County
Commission Expires December 31, 1995

(NOTARIAL SEAL)

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STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On the _____ day of _____, 1994, before me personally came Valerie Dunbar, to me known, who, being by me duly sworn, did depose and say that she/he resides at _____; that such person is _____ of Bankers Trust Company, one of the corporations described in and which executed the above instrument; that such person knows the corporate seal of such corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed pursuant to authority of the board of directors of such corporation; and that such person executed said instrument pursuant to like authority.

/S/ Phyllis T. Ferber

Notary Public, State of New York

No. 31-4839230
Qualified in New York County
Commission Expires December 31, 1995

(NOTARIAL SEAL)

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Exhibit A

FORM OF NOTE

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[FACE OF SECURITY]

R -

TESORO PETROLEUM CORPORATION

13% Exchange Notes Due December 1, 2000

Tesoro Petroleum Corporation, a Delaware corporation, and any successor entity, for value received, promises to pay to or registered assigns the principal sum of Dollars on December 1, 2000.

Interest Payment Dates: June 1 and December 1, beginning June 1, 1994.
Interest Record Dates: May 15 and November 15.

Reference is hereby made to the further provisions of this Note set forth on the reverse side hereof, which further provisions shall for all purposes have the same effect as if set forth at this place. Initially capitalized terms used but not defined herein are used as defined in the Indenture referred to in paragraph 4 on the reverse side hereof.

IN WITNESS WHEREOF, TESORO PETROLEUM CORPORATION has caused this instrument to be executed by the facsimile signatures of their duly authorized officers or representatives.

TESORO PETROLEUM CORPORATION

Attest:

By:
Name:
Title:

Dated:

This is one of the 13% Exchange Notes due December 1, 2000 referred to in the within-mentioned Indenture.

Authenticated:

BANKERS TRUST COMPANY, as Trustee

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By:
Authorized Signatory

[REVERSE SIDE OF SECURITY]

TESORO PETROLEUM CORPORATION

13% Exchange Notes due December 1, 2000

1. Interest. From and after February 9, 1994, Tesoro Petroleum Corporation, a Delaware corporation (the "Company"), promises to pay interest on the stated principal amount of this Note (and, to the extent lawful, on any interest payment due but unpaid on such stated principal amount), until the principal hereof is paid or made available for payment, at the rate of 13% per annum. The Company will pay interest semiannually on June 1 and December 1 of each year (each an "Interest Payment Date"), commencing June 1, 1994. Interest on the Notes will accrue from the most recent date as to which interest has been paid, or if no interest has been paid, from February 9, 1994. Interest will be computed on the basis of a 360-day year of twelve 30-day months. If the payment date is not a Business Day at a place of payment, payment may be made at that place on the next succeeding day that is a Business Day, and interest shall not accrue for the intervening period.

2. Method of Payment. The Company will pay interest on the Notes (except defaulted interest) to the persons who are registered holders of Notes at the close of business on the May 15 or November 15 next preceding the Interest Payment Date (the "Interest Record Date"). Holders must surrender Notes to a Paying Agent to collect the Stated Price. The Company will pay amounts due and payable under this Note in money of the United States that at the time of payment is legal tender for payment of public and private debts. The Company may, however, pay interest by a check payable in such money. The Company may mail a check for interest to a Holder's registered address.

3. Paying Agent and Registrar. Initially, Bankers Trust Company (the "Trustee") will act as Registrar and Paying Agent. The Company may change any Paying Agent, Registrar or co-Registrar without notice. The Company or any of its Affiliates may act as Paying Agent, Registrar or co-Registrar.

4. Indenture. The Company issued the Notes under an Indenture dated as of February 9, 1994 (the "Indenture") between the Company and the Trustee. 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 and as in effect on the date of the Indenture (the "TIA"). The Notes are subject to all such terms, and Noteholders are referred to the Indenture and the TIA for a statement of them. The Notes are secured equally and ratably as provided in the Indenture and are limited, in aggregate principal amount (at maturity) to

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\$54,500,000. Initially capitalized terms used but not defined herein are used as defined in the Indenture.

5. Optional Redemption. The Notes may be redeemed at the option of the Company, in whole at any time, or in part from time to time, at 100% of the principal amount of the Notes as of the Redemption Date, plus accrued but unpaid interest on the Notes to the Redemption Date; provided, however, that no such redemption may be made unless, contemporaneous therewith, the Company redeems a principal amount of the Company's 12-3/4 % Subordinated Debentures due March 15, 2001 (the "12-3/4 % Notes") equal to the lesser of (i) the principal amount of the Notes to be redeemed and (ii) the principal amount of 12-3/4 % Notes then outstanding. If fewer than all of the Notes are to be redeemed, the Trustee shall select the Notes or portions thereof to be redeemed by lot.

6. Notice of Redemption. Notice of redemption pursuant to paragraph 5 of the Notes 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 his or her registered address. Notes in denominations larger than \$1,000 principal amount (at maturity) may be redeemed in part but only in integral multiples of \$1,000 principal amount (at maturity). Except as required by Section 4.01 of the Indenture, interest will not accrue on and after the Redemption Date on all Notes or portions thereof called for redemption for which funds have been delivered to the Trustee.

7. Denominations, Transfer, Exchange. The Notes are in registered form without coupons in denominations of \$1,000 principal amount (at maturity) and integral multiples of \$1,000. A Holder may transfer 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.

8. Persons Deemed Owners. The registered holder of a Note may be treated as the owner of it for all purposes.

9. Unclaimed Money. If money for any payment in respect of the Notes remains unclaimed for three years after maturity, the Trustee or Paying Agent

will pay the money back to the Company which initially paid such money, at its request. After such payment, holders entitled to any portion of such money must look to the Company for payment unless an applicable law designates another person.

10. Amendment, Supplement, Waiver. Subject to certain exceptions requiring the consent of each Noteholder to be affected, the Indenture or the Notes may be amended or supplemented with the consent of a Requisite Majority, and any past Default or compliance with certain provisions may be waived with the consent of a Requisite Majority. Without the consent of any Noteholder, the

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Company may amend or supplement the Indenture or the Notes (a) to add to the covenants and agreements of the Company for the protection or benefit of the Holders, (b) to evidence succession of a corporation, partnership, other business association or trust to the Company as permitted under the Indenture and the related assumption by the successor of the covenants, agreements and obligations of the Company upon the Notes and under the Indenture and (c) for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective or inconsistent provisions contained in the Indenture or in any supplemental indenture.

11. Defeasance. When a successor person assumes all the obligations of the Company under the Notes and the Indenture, the Company will be released from those obligations. The Company's Obligations with respect to the Notes shall cease and determine, on the terms and subject to the conditions contained in the Indenture, if the Company has well and truly paid the principal of and interest on the Notes and all other sums due under the Indenture or if, within six months prior to the maturity of the Notes, the Company shall irrevocably deposit in trust with the Trustee for the pro rata benefit of the Holders funds sufficient to pay the Stated Price of and interest on all the Notes to redemption or maturity and shall pay all costs, charges and expenses incurred or to be incurred by the Trustee in relation thereto.

12. Defaults and Remedies. As set forth in the Indenture, an Event of Default is generally (i) default for 30 days in payment of interest on the Notes; (ii) failure to pay the Stated Price when the same becomes due and payable whether at maturity, upon redemption or otherwise; (iii) failure by the Company for 60 days after notice to it to comply with any of its other covenants or agreements in the Indenture or the Notes; (iv) certain defaults under other Debt of the Company; or (v) certain events of bankruptcy, insolvency or reorganization of the Company or any of its Subsidiaries. If any Event of Default occurs and is continuing, the Trustee or the holders of at least 25% in

principal amount at stated maturity of the outstanding Notes may declare all the Notes to be due and payable immediately, except that in the case of an Event of Default arising from certain events of bankruptcy, insolvency or reorganization of the Company, all outstanding Notes will become due and payable immediately without further action or notice. No holder may pursue any remedy under the Indenture unless the Trustee shall have failed to act after notice of an Event of Default and written request by holders of at least a majority in principal amount at stated maturity of the outstanding Notes, and offer to the Trustee of indemnity satisfactory to it; however, such provision does not affect the right to sue for enforcement of any overdue payment on the Notes. Subject to certain limitations, holders of a majority in principal amount at stated maturity of the outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Noteholders notice of any continuing default (except a default in payment of principal or interest) if it determines that

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withholding notice is in their interests. The Company is required to file quarterly reports with the Trustee as to the absence or existence of defaults.

13. Trustee Dealings with the Company, Etc. The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its Affiliates, and may otherwise deal with the Company or its Affiliates, as if it were not the Trustee.

14. Authentication. This Note shall not be valid until the Trustee signs the certificate of authentication on the other side of this Note.

15. Abbreviations. Customary abbreviations may be used in the name of a Noteholder or an assignee, such as: TEN COM (= tenants in common), TENANT (= 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 Gifts to Minors Act).

The Company will furnish to any Noteholder upon written request and without charge a copy of the Indenture. Request may be made to:

Tesoro Petroleum Corporation
8700 Tesoro Drive
San Antonio, Texas 78217
Attention: James C. Reed, Jr.

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ASSIGNMENT FORM

Assignment of this Note requires completion of the form below and obtaining of a signature guarantee.

I or we assign and transfer this Note to

(Insert assignee's social security or taxpayer identification number)

and irrevocably appoint

(Agent)

agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Signature Guarantee:

IMPORTANT NOTICE: When you sign your name to this Assignment Form without filling in the name of your "Assignee" or "Agent", this Note becomes fully negotiable, similar to a check endorsed in blank. Therefore, to safeguard a signed Note, it is recommended that you either (i) fill in the name of the new owner in the "Assignee" blank, or (ii) if you are sending the signed Note to your bank or broker, fill in the name of the bank or broker in the "Agent" blank. Alternatively, instead of using this Assignment Form, you may sign a

separate "power of attorney" form and then mail the unsigned Note and the signed "power of attorney" in separate envelopes. For added protection, use certified or registered mail for a Note.

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