

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934

LASMO plc

(Name of Issuer)

Ordinary Shares of 25p each
American Depositary Shares

(Title of Class of Securities)

G53831106: Ordinary Shares
501730204: American Depositary Shares

(CUSIP Numbers)

J. Barclay Collins II
Executive Vice President and General Counsel
Amerada Hess Corporation
1185 Avenue of the Americas
New York, NY 10036
(212) 997-8500

with copies to:
Timothy B. Goodell, Esq.
White & Case LLP
1155 Avenue of the Americas
New York, NY 10036
(212) 819-8200

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

November 6, 2000

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report
the acquisition which is the subject of this Schedule 13D, and is filing this
schedule because of Rule 13d-1(b)(3) or (4), check the following box .

CUSIP No. G53831106 (Ordinary Shares) and 501730204 (ADSs)

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Amerada Hess Corporation I.R.S. Identification No. 13-4921002

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) / /
(b) / /

3 SEC USE ONLY

4 SOURCE OF FUNDS

BK; 00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED / /
PURSUANT TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH
7 SOLE VOTING POWER
None

8 SHARED VOTING POWER
270,718,581

9 SOLE DISPOSITIVE POWER
None

10 SHARED DISPOSITIVE POWER
None

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
270,718,581

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES / /

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

20.1%

14 TYPE OF REPORTING PERSON

CO

Item 1. Security and Issuer

This statement on Schedule 13D relates to the Ordinary Shares of 25p each ("Ordinary Shares") and American Depositary Shares representing Ordinary Shares ("ADS") of LASMO plc, a public limited company incorporated in England and Wales ("LASMO"), the principal executive offices of which are located at 101 Bishopsgate, London EC2M 3XH, England.

Item 2. Identity and Background

(a) - (c); (f) This statement on Schedule 13D is being filed by Amerada Hess Corporation ("Amerada Hess"), a corporation organized under the laws of Delaware which is an integrated energy company engaged in the exploration for and the production, purchase, transportation and sale of crude oil and natural gas, the refining of crude oil and the sale of refined petroleum products. Exploration and production activities take place primarily in the United States, the United Kingdom, Norway, Denmark, Brazil, Algeria, Gabon, Indonesia, Azerbaijan and Thailand. The address of Amerada Hess' principal place of business is 1185 Avenue of the Americas, New York, New York, 10036.

On November 6, 2000, Goldman Sachs International ("Goldman Sachs") announced, on behalf of Amerada Hess, a recommended offer for the entire issued and to be issued share capital of LASMO (the "Offer"). The Offer will be made on the following basis: for each 78.7 Ordinary Shares held Pound Sterling 98.29 in cash and 1 new share of Amerada Hess Common Stock (the "New Amerada Hess Shares") and for every 78.7 ADSs (each ADS representing three Ordinary Shares) held, Pound Sterling 294.87 in cash and 3 New Amerada Hess Shares.

If consummated, the Offer will result in the issue of up to approximately 17.1 million New Amerada Hess Shares (representing approximately 16.3 per cent of the ordinary share capital of Amerada Hess as enlarged as a result of the Offer). The Offer is subject to a number of conditions including (i) the receipt of valid acceptances by Amerada Hess in respect of not less than ninety per cent (90%) (or such lesser percentage as Amerada Hess may decide) in nominal value of Ordinary Shares (including Ordinary Shares represented by ADSs) provided that this condition will not be satisfied unless Amerada Hess shall have acquired Ordinary Shares (including Ordinary Shares represented by ADSs) carrying, in aggregate, more than fifty per cent (50%) of the voting rights then exercisable at general meetings of LASMO and (ii) the New Amerada Hess Shares having been authorized for listing, subject to official notice of issuance, on the New York Stock Exchange (the "NYSE") and the registration statement to be filed by Amerada Hess with the United States Securities and Exchange Commission in respect of the New Amerada Hess Shares having been declared effective. The Long Form Press Release, dated as of November 6, 2000, issued by Amerada Hess in connection with the Offer is incorporated herein by reference as Exhibit 1. The Short Form Press Release, dated as of November 6, 2000, issued by Amerada Hess in connection with the Offer is incorporated herein by reference as Exhibit 2.

The transaction has been unanimously approved by the boards of directors of both Amerada Hess and LASMO. Each of the directors of LASMO, being Joseph Darby, Thierry Hughes Baudouin de Jean Baptiste de Rhoder, Paul Colbeck Murray, Roy Gregory Reynolds, Nigel Victor Turnbull, Timothy Pienne Brennand, Hugh Edward Norton and Antony Peverell Hichens (the "LASMO Directors"), have given irrevocable undertakings to Amerada Hess and Goldman Sachs (the "Director Undertakings") pursuant to which they have agreed, subject to the terms and conditions set forth therein, to accept the Offer and to vote (on certain resolutions bearing on the Offer) their combined total of approximately 0.1% of the Ordinary Shares as directed by Amerada Hess. The Director Undertakings are described in more detail in Item 6. The Director Undertaking between Amerada Hess, Goldman Sachs, LASMO and Joseph Darby is incorporated herein by reference and is attached as Exhibit 3 hereto. The Director Undertaking between Amerada Hess, Goldman Sachs, LASMO and Thierry Hughes Baudouin de Jean Baptiste de Rhoder is incorporated herein by reference and is attached as Exhibit 4 hereto. The Director Undertaking between Amerada Hess, Goldman Sachs, LASMO and Paul Colbeck Murray is incorporated herein by reference and is attached as Exhibit 5 hereto. The Director Undertaking between Amerada Hess, Goldman Sachs, LASMO and Roy Gregory Reynolds is incorporated herein by reference and is attached as Exhibit 6 hereto. The Director Undertaking between Amerada Hess, Goldman Sachs, LASMO and Nigel Victor Turnbull is incorporated herein by reference and is attached as Exhibit 7 hereto. The Director Undertaking between Amerada Hess, Goldman Sachs, LASMO and Timothy Pienne Brennand is incorporated herein by reference and is attached as Exhibit 8 hereto. The Director Undertaking between Amerada Hess, Goldman Sachs, LASMO and Hugh Edward Norton is incorporated herein by reference and is attached as Exhibit 9 hereto. The Director Undertaking between Amerada Hess, Goldman Sachs, LASMO and Antony Peverell Hichens is incorporated herein by reference and is attached as Exhibit 10 hereto.

Amerada Hess and LASMO have entered into an agreement (the "Inducement Agreement") pursuant to which LASMO has agreed not to solicit a takeover offer from any third party and to pay Pound Sterling 24 million to Amerada Hess if the Offer lapses or is withdrawn under certain circumstances or if the LASMO Directors withdraw their recommendation, and in certain other circumstances. The Inducement Agreement contains certain confirmations relating to the granting of subscription rights and the issuance of new Ordinary Shares and certain confirmations regarding Ordinary Shares issued pursuant to various option plans of LASMO. The Inducement Agreement is described in more detail in Item 6. The Inducement Agreement between Amerada Hess and LASMO is incorporated herein by reference and is attached as Exhibit 11 hereto.

Two of LASMO's principal shareholders, Electrafina S.A. ("Electrafina") and Schroder Investment Management Limited ("SIM") have also each given undertakings (the "Irrevocable Undertakings") with Amerada Hess and Goldman Sachs pursuant to which Electrafina and SIM have agreed, subject to the terms and conditions set forth therein, to accept the Offer and to vote their 7.3%, in the case of Electrafina, and 12.8%, in the case of SIM, as directed by Amerada Hess. The Irrevocable Undertakings are described in more detail in Item 6 below.

The Irrevocable Undertaking with Electrafina is incorporated herein by reference and is attached as Exhibit 12 hereto. The Irrevocable Undertaking with SIM is incorporated herein by reference and is attached as Exhibit 13 hereto.

Attached as Schedule I hereto is a list of the executive officers and directors of Amerada Hess, which contains the following information with respect to each such person: (i) name; (ii) business address; and (iii) present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted. All such persons are citizens of the United States, except for W.S.K. Laidlaw, who is a citizen of the United Kingdom.

(d) - (e) During the last five years neither Amerada Hess nor to the best of Amerada Hess' knowledge, any person named on Schedule I hereto has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

Amerada Hess has not purchased any Ordinary Shares (including Ordinary Shares represented by ADSs) as of the date of this statement. It is estimated that full acceptance of the Offer would require, in addition to the issuance of approximately 17.1 million New Amerada Hess Shares, the payment by Amerada Hess of a maximum cash amount of approximately \$3 billion in cash. In the event that Amerada Hess does acquire Ordinary Shares (including Ordinary Shares represented by ADSs) pursuant to the Offer, the funds to be used for such purchases will be obtained from Amerada Hess' working capital, the issuance of debt securities or bank borrowings.

Item 4. Purpose of the Transaction

The purpose of the Offer is to acquire all the issued and to be issued Ordinary Shares and ADSs of LASMO. If Amerada Hess acquires more than 90% of the outstanding Ordinary Shares (including Ordinary Shares represented by ADSs) it will be able to effect a compulsory acquisition procedure in accordance with the United Kingdom Companies Act, and upon consummation thereof, LASMO would become a wholly owned subsidiary of Amerada Hess.

Subject to certain matters described below, it is currently expected that, initially following the consummation of the Offer, the business and operations of LASMO will generally continue as they are currently being conducted. Amerada Hess will continue to evaluate all aspects of the business, operations, capitalization and management of LASMO during the pendency of the Offer and after the consummation of the Offer and will take such further actions as it deems appropriate under the circumstances then existing. Amerada Hess intends to seek additional information about LASMO during this period. Thereafter, Amerada Hess intends to review such information as part of a comprehensive review of LASMO's business, operations, capitalization and management. As a result of the completion of the Offer, the interest of Amerada Hess in LASMO's net book value and net earnings will be in proportion to the number of Ordinary Shares and ADSs acquired in the Offer. If a compulsory acquisition is consummated, Amerada Hess' interest in such items and in LASMO's equity generally will equal 100% and Amerada Hess will be entitled to all benefits resulting from such interest, including all income generated by LASMO's operations and any future increase in LASMO's value. Similarly, Amerada Hess will also bear the risk of losses generated by LASMO's operations and any future decrease in the value of LASMO after a compulsory acquisition. Subsequent to a compulsory acquisition, the current holders of LASMO's Ordinary Shares and ADSs will cease to have any direct equity interest in LASMO and will not have any right to vote on corporate matters.

Following the consummation of the Offer, Amerada Hess intends to apply to the UK Listing Authority to have the Ordinary Shares delisted, apply to the London Stock Exchange to have the Ordinary Shares cease trading, apply to the NYSE to have the ADSs delisted, terminate the deposit agreement through which the ADS program is operated and seek to have the registration of the Ordinary Shares and the ADSs under the Securities Exchange Act of 1934, as amended (the "Exchange Act") terminated.

Amerada Hess may at any time and from time to time acquire additional Ordinary Shares or ADSs or securities convertible or exchangeable for Ordinary Shares or ADSs or dispose of Ordinary Shares or ADSs. Any such transactions may be effected at any time and from time to time, subject to any applicable limitations of the Securities Act of 1933, as amended and the Exchange Act.

Except as described herein, Amerada Hess has no present plans or proposals that would result in any extraordinary corporate transaction, such as a merger, reorganization, liquidation involving LASMO or any of its subsidiaries, or purchase, sale or transfer of a material amount of assets of LASMO or any of its subsidiaries or in any other material changes to LASMO's capitalization, dividend policy, corporate structure, business or composition of the board of directors of LASMO or the management of LASMO, except that Amerada Hess intends to review the composition of the boards of directors (or similar governing bodies) of LASMO and its subsidiaries and to cause the election to such boards of directors (or similar governing bodies) of certain of its representatives following the consummation of the Offer.

Item 5. Interest in Securities of the Issuer

(a) As a result of the Director Undertakings and the Irrevocable Undertakings, Amerada Hess may be deemed to be the beneficial owner of 270,718,581 Ordinary Shares, which would represent approximately 20.1% of the Ordinary Shares (including Ordinary Shares represented by ADSs) outstanding (based on 1,344,328,323 Ordinary Shares outstanding as reported in LASMO's Form 20-F filed on June 29, 2000).

(b) Pursuant to the Director Undertakings and the Irrevocable Undertakings, Amerada Hess has shared power to vote all the Ordinary Shares owned by the Directors, Electrafina and SIM (270,718,581 Ordinary Shares) in the limited circumstances set forth in the Director Undertakings and the Irrevocable Undertakings.

(c) Except as described herein, neither Amerada Hess nor, to the best of Amerada Hess' knowledge, any other person referred to in Schedule I attached hereto, beneficially owns or has acquired or disposed of any Ordinary Shares or ADSs during the past 60 days.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Except as described herein, neither Amerada Hess nor, to the best of Amerada Hess' knowledge, the persons named in Schedule I hereto has any contracts, arrangements, understandings or relationships (legal or otherwise) with any persons with respect to any securities of LASMO, including, but not limited to, transfers or voting of any securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees or profits, division of profits or loss, or the giving or withholding of proxies.

1. Director Undertakings

The terms of the Director Undertakings are the same in all material respects except for the amount of Ordinary Shares involved and, in certain instances, the Directors will be providing not only Ordinary Shares but shares that will be derived from certain option plans. Joseph Darby owns 119,458 Ordinary Shares and is entitled to receive 300,869 Ordinary Shares pursuant to option plans. Thierry Hughes Baudouin de Jean Baptiste de Rhoder owns a total of 18,275 Ordinary Shares. Paul Colbeck Murray owns a total of 65,268 Ordinary Shares and is entitled to receive 141,039 Ordinary Shares pursuant to option plans. Roy Gregory Reynolds owns a total of 16,465 Ordinary Shares. Nigel Victor Turnbull owns a total of 32,442 Ordinary Shares. Timothy Pienne Brennand owns a total of 16,807 Ordinary Shares. Hugh Edward Norton owns a total of 12,442 Ordinary Shares. Finally, Antony Peverell Hichens owns a total of 43,122 Ordinary Shares.

Pursuant to the Director Undertakings, each of the Directors has undertaken to Amerada Hess that they will accept the Offer. Each Director has also agreed that, until the date on which the Offer ceases to be open for acceptances, each Director will exercise the voting rights attached to his Ordinary Shares in connection with certain resolutions relating to the Offer only in accordance with Amerada Hess' directions. Each Director has also undertaken to use his best efforts to procure that LASMO and the LASMO board of directors provide all reasonable assistance to Amerada Hess in connection with the Offer.

2. Inducement Agreement

Pursuant to the Inducement Agreement, LASMO has agreed not to solicit a takeover offer from any third party and to pay Pound Sterling 24 million to Amerada Hess if, inter alia, (i) the Offer lapses or is withdrawn following an announcement, made during the period that the Offer remains open, of any proposal involving a change of control of LASMO by a third party or any acquisition or disposal of assets with a value in excess of Pound Sterling 100 million which, in either case, is completed at any time in 2001; (ii) while the Offer remains open, the board of directors of LASMO ceases to recommend the Offer or qualifies its recommendation or; (iii) LASMO takes action which will prevent a condition to the Offer being fulfilled in a material way.

LASMO has also agreed with Amerada Hess that it will not grant any further subscription rights, nor will it allot or issue new Ordinary Shares, except insofar as required under previously granted options or other rights to acquire Ordinary Shares which cannot be satisfied by the payment of cash or the transfer of existing issued shares.

The Inducement Agreement also contains certain confirmations from LASMO regarding the ownership of Methodplan Ltd. ("Methodplan"), the number of shares of Methodplan (the "Methodplan Shares") and the ability to use Methodplan Shares to satisfy the exercise of share options granted to employees of the eligible subsidiaries of LASMO pursuant to certain option schemes of LASMO. Pursuant to the Inducement Agreement, LASMO agrees to procure that (i) Methodplan will not sell or otherwise dispose of or encumber any Methodplan Shares or acquire any further Ordinary Shares; and (ii) Methodplan will accept the Offer in respect of the Ordinary Shares owned by it as Amerada Hess may direct no later than five (5) business days after the date of the making of the Offer.

The Inducement Agreement also contains details regarding how the exercise of share options under the option schemes are to be satisfied. LASMO agrees to procure that, during the period of the Offer, no further awards or grants of options will be made under the option schemes and that LASMO will not allot or issue any further share capital except as required by the option schemes.

3. Irrevocable Undertakings with Electrafina and SIM

The terms of the Irrevocable Undertakings with Electrafina and SIM are the same in all material respects except that the Irrevocable Undertaking with Electrafina involves 98,336,161 Ordinary Shares and the Irrevocable Undertaking with SIM involves 171,616,233 Ordinary Shares.

Pursuant to the Irrevocable Undertakings, Electrafina and SIM have undertaken to Amerada Hess that they will accept the Offer. Electrafina and SIM have also agreed that, until the date on which the Offer ceases to be open for acceptance, Electrafina and SIM will exercise the voting rights attached to

their Ordinary Shares in connection with certain resolutions relating to the Offer only in accordance with Amerada Hess' directions.

Electrafina's and SIM's obligations to accept the Offer will lapse in the event of the announcement of an offer by a third party for the fully diluted Ordinary Shares which is more than one hundred and ten per cent (110%) of the lower of (a) 180p and (b) the Offer as at the close of trading on the NYSE trading day immediately preceding such announcement (translating the value of New Amerada Hess Shares from U.S. dollars to sterling at the exchange rate prevailing at the time).

Item 7. Material to be filed as Exhibits

1. Long Form Press Release, dated as of November 6, 2000. The Long Form Press Release was filed by Amerada Hess on Form 8-K on November 6, 2000 and is incorporated herein by reference.
2. Short Form Press Release, dated as of November 6, 2000. The Short Form Press Release was filed by Amerada Hess on Form 8-K on November 6, 2000 and is hereby incorporated by reference.
3. Letter Agreement dated as of November 6, 2000 by and among Amerada Hess Corporation, Goldman Sachs International, LASMO plc and Joseph Darby.
4. Letter Agreement dated as of November 6, 2000 by and among Amerada Hess Corporation, Goldman Sachs International, LASMO plc and Thierry Hughes Baudouin de Jean Baptiste de Rhoder.
5. Letter Agreement dated as of November 6, 2000 by and among Amerada Hess Corporation, Goldman Sachs International, LASMO plc and Paul Colbeck Murray.
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13. Letter Agreement dated as of November 6, 2000 by and among Amerada Hess Corporation, Goldman Sachs International and Schroders Investment Management Limited.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: November 15, 2000

AMERADA HESS CORPORATION

By: /s/ J. Barclay Collins II

Name: J. Barclay Collins II
Title: Executive Vice President
and General Counsel

The following table sets forth the name, present principal occupation or employment and material occupations, positions, offices or employments for the past five years of each director and each executive officer of Amerada Hess Corporation. The principal address of Amerada Hess Corporation and, unless indicated below, the current business address for each individual listed below is 1185 Avenue of the Americas, 40th Floor, New York, NY 10036 (212) 997-8500. Each such person is, unless indicated above, a citizen of the United States. The current executive officers are identified by an asterisk.

Name and Current Business Address	Present Principal Occupation or Employment; Material Positions Held During the Past Five Years
John B. Hess*.....	Chairman of the Board, Chief Executive Officer of Amerada Hess Corporation since 1995; Director of Amerada Hess Corporation since 1978.
W.S.H. Laidlaw*.....	President, Chief Operating Officer of Amerada Hess Corporation since 1995; Director of Amerada Hess Corporation since 1994.
J. Barclay Collins II*.....	Executive Vice President, General Counsel of Amerada Hess Corporation; Director of Amerada Hess Corporation since 1986.
John Y. Schreyer*.....	Executive Vice President, Chief Financial Officer of Amerada Hess Corporation; Director of Amerada Hess Corporation since 1990.
Allan A. Bernstein*.....	Senior Vice President of Amerada Hess Corporation.
F. Lamar Clark*.....	Senior Vice President of Amerada Hess Corporation.
John A. Gartman*.....	Senior Vice President of Amerada Hess Corporation since 1997; Vice President of Public Service Electric and Gas Company in the area of energy marketing.
Neal Gelfand*.....	Senior Vice President of Amerada Hess Corporation.
Gerald A. Jamin*.....	Senior Vice President and Treasurer of Amerada Hess Corporation.
Lawrence H. Ornstein*.....	Senior Vice President of Amerada Hess Corporation.
Roger B. Oresman.....	Consulting Partner, Milbank, Tweed, Hadley & McCloy LLP; Director since 1969.
F. Borden Walker*1.....	Senior Vice President of Amerada Hess Corporation since 1996; General Manager in areas of gasoline marketing, convenience store development and advertising at Mobil Corporation.
Peter S. Hadley.....	Director of Amerada Hess Corporation since 1991; Former Senior Vice President of Metropolitan Life Insurance Company.
William R. Johnson.....	Director of Amerada Hess Corporation since 1996; Chairman of H.J. Heinz Company since September 2000 and President and Chief Executive Officer of H.J. Heinz Company since 1998 after serving in various senior executive positions; Director of Cincinnati Financial Corporation; Director of PNC Bank.
William I. Spencer.....	Director of Amerada Hess Corporation since 1982; Former President and Chief Administrative Officer of Citicorp and Citibank, N.A.
Nicholas F. Brady.....	Director of Amerada Hess Corporation since 1994; Chairman Darby Overseas Investments, Ltd.; Former Secretary of the United States Department of the Treasury; Former Chairman of the Board of Dillon, Read & Co., Inc.; Director of C2, Inc.; Director of H.J. Heinz Company; Director or Trustee of various Templeton mutual funds.
Thomas H. Kean.....	Director of Amerada Hess Corporation since 1990; President, Drew University; Former Governor of the State of New Jersey; Director of ARAMARK Corporation; Director of Bell Atlantic Corporation; Director of the CIT Group, Inc.; Director of United Healthcare Corporation.
Frank A. Olson.....	Director of Amerada Hess Corporation since 1998; Chief Executive Officer of the Hertz Corporation in 1998; Retired as Chief Executive Officer of the Hertz Corporation in 1999 and continues as non-executive Chairman of the Board; Director of Becton Dickinson and Company; Director of Fuel America Enterprises Holdings, Inc.
Edith E. Holiday.....	Director of Amerada Hess Corporation since 1993; Attorney; Former Assistant to the President of the United States and Secretary of the Cabinet; Former General Counsel, United States Department of the Treasury; Director of Beverly Enterprises, Inc.; Director of Hercules, Incorporated; Director of H.J. Heinz Company; Director of RTI International Metals, Inc.; Director or trustee of various Franklin Templeton mutual funds.
Robert N. Wilson.....	Director of Amerada Hess Corporation since 1996; Vice Chairman of the Board of Directors of Johnson & Johnson; Director of United States Trust Corporation.
Robert F. Wright.....	Director of Amerada Hess Corporation since 1981; Former President and Chief Operating Officer of Amerada Hess Corporation.

Except for Messrs. Walker and Gartman, each of the above officers has been employed by Amerada Hess Corporation or its subsidiaries in various managerial and executive capacities for more than five years.

EXHIBIT INDEX

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To: Amerada Hess Corporation plc ("Amerada Hess")
and Goldman Sachs International ("Goldman Sachs")

6 November 2000

Dear Sirs,

I understand that Amerada Hess intends to make an offer to acquire all the issued ordinary share capital of Linda plc ("Linda") substantially on the terms of the attached draft press announcement. This letter sets out the terms and conditions on which I will accept the Offer (as defined in paragraph 7 of this undertaking) when it is made.

Shareholdings

1. I represent and warrant to Amerada Hess that:

- (a) I am the registered holder and beneficial owner of the number of ordinary shares of 25p each in the capital of Linda shown in Part A of the Schedule (the "Linda Shares") and that I hold these free of any lien, charge, option, equity or encumbrance and free from any third party right or interest;
- (b) I am the beneficial owner (but not registered holder) of the number of ordinary shares of 25p each in the capital of Linda shown in Part B of the Schedule (the "Beneficial Shares") and that I hold these free of any lien, charge, option, equity or encumbrance and free from any third party right or interest;
- (c) the information set out in the Schedule regarding the shares of Linda in which I am interested is complete and accurate;
- (d) the Schedule contains complete and accurate details of all options, warrants and other rights I may have to subscribe for, purchase or otherwise acquire any securities of Linda; and
- (e) I have full power and authority to enter into this undertaking, to perform the obligations under it and to accept the Offer in respect of the Linda shares.

Dealings

2. I undertake to Amerada Hess that before the Offer closes, lapses or is withdrawn, I shall not:

- (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of any Linda Shares or any Beneficial Shares or any other shares or securities in Linda issued or unconditionally allotted to me or otherwise acquired by me before then ("Further Linda Shares") other than pursuant to my acceptance of the Offer;
- (b) accept any other offer in respect of the shares or securities referred to in paragraph 2(a);
- (c) (other than pursuant to the Offer) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
 - (i) to do any of the acts referred to in paragraphs 2(a) or 2(b);
 - (ii) in relation to, or operating by reference to, the Linda Shares, the Beneficial Shares or any Further Linda Shares; or
 - (iii) which, in relation to the Linda Shares, the Beneficial Shares or any Further Linda Shares, would or might restrict or impede me accepting the Offer,

and for the avoidance of doubt, references in this paragraph 2(c) to any agreement, arrangement or obligation includes any agreement, arrangement or obligation whether or not legally binding or subject to any condition or which is to take effect if the Offer closes or lapses or if this undertaking ceases to be binding or following any other event; or

- (d) save for the acquisition of any further shares in Linda on the exercise of options referred to in Part C of the Schedule, I shall not purchase, sell or otherwise deal in any shares or other securities of Linda or Amerada Hess or any interest therein (including any derivatives referenced to such securities).

Undertaking to accept the Offer

3. In consideration of Amerada Hess's agreement in paragraph 9.1 to make the Offer, I undertake to Amerada Hess that:

- (a) I shall accept the Offer in respect of the Linda Shares in accordance with the procedure for acceptance set out in the formal document containing the Offer (the "Offer Document") not later than seven days after Amerada Hess posts the Offer Document to Linda shareholders and shall perform the agreement to which that acceptance gives rise, in accordance with the relevant provisions of the Offer Document;
- (b) I shall take all action within my power to procure that the registered holder of the Beneficial Securities accepts the Offer in accordance with the relevant provisions of the Offer Document and performs the agreement to which that acceptance gives rise, in accordance with the relevant provisions of the Offer Document;

- (c) I shall accept the Offer in respect of any Further Linda Shares in accordance with the procedure for acceptance set out in the Offer Document not later than two days after the date I become the registered holder of the Further Linda Shares and shall perform the agreement to which that acceptance gives rise, in accordance with the relevant provisions of the Offer Document;
- (d) I shall take all action within my power to procure that the registered holder of any further ordinary shares in Linda in which I acquire a beneficial interest after the date of this undertaking but of which I do not become the registered holder ("Further Beneficial Shares") accepts the offer and performs the agreement to which that acceptance gives rise in accordance with the relevant provisions of the Offer Document.
- (e) I shall not withdraw any acceptances of the Offer and shall cause the registered holder(s) of any Beneficial Shares and any Further Beneficial Shares not to do so; and
- (f) pursuant to the Offer, Amerada Hess will acquire the Linda Shares, the Beneficial Shares and any Further Linda Shares from me free of any lien, charge, option, equity or encumbrance and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking.

Voting Rights

4.1 From the time Amerada Hess announces the Offer to the time the Offer becomes wholly unconditional, lapses or is withdrawn:

- (a) I shall exercise the votes attaching to my Linda Shares and any Further Linda Shares on a Relevant Resolution (as defined in paragraph 4.3) only in accordance with Amerada Hess's directions;
- (b) I shall exercise the rights attaching to my Linda Shares and any Further Linda Shares to requisition or join in requisitioning any general or class meeting of Linda for the purposes of considering a Relevant Resolution and to require Linda pursuant to section 376 Companies Act 1985 to give notice of such a resolution only in accordance with Amerada Hess's directions;
- (c) I shall cause the registered holder(s) of any Beneficial Shares and any Further Beneficial Shares to comply with paragraphs 4.1(a) and 4.1(b).

4.2 For the purpose of voting or causing votes to be cast on a Relevant Resolution, I shall execute any form of proxy required by Amerada Hess appointing any person nominated by Amerada Hess to attend and vote at the relevant general meeting of Linda .

4.3 A "Relevant Resolution" means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of Linda, or at an adjourned meeting, the passing of which is necessary to implement the Offer or which, if passed, might result in any condition of the Offer not being fulfilled or which might impede or frustrate the Offer in any way;
- (b) a resolution to adjourn a general or class meeting of Linda whose business includes the consideration of a resolution falling within paragraph 4.3(a); and
- (c) a resolution to amend a resolution falling within paragraph 4.3(a) or paragraph 4.3(b).

Documentation

5.1 I consent to:

- (a) the inclusion of references to me and this undertaking in Amerada Hess's announcement of the Offer (the "Press Announcement") as they appear in the attached draft of the Press Announcement;
- (b) particulars of this undertaking and my holdings of, and dealings in, relevant securities of Linda and Amerada Hess being included in the Offer Document and any other related or ancillary document as required by the Code; and
- (c) this undertaking being available for inspection until the end of the offer period (as defined in the Code).

5.2 I shall promptly give you all information and any assistance as you may reasonably require for the preparation of the Offer Document and all related and ancillary documents in order to comply with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body. I shall immediately notify you in writing of any material change in the accuracy or impact of any information previously given to you.

Secrecy

6. I will keep secret the possibility, terms and conditions of the Offer and the existence and terms of this undertaking until the Press Announcement is released provided that I may disclose the same to Linda and its advisers in which case I will use reasonable endeavours to ensure that they observe secrecy in the same terms. The obligations in this paragraph will survive termination of this undertaking.

Interpretation

7. In this undertaking the "Offer" means the offer to be made by or on behalf of

Amerada Hess to acquire ordinary shares of 25p each in the capital of Linda on substantially the terms of the Press Announcement or on such other terms as may be agreed between Amerada Hess and Linda or as may be required to comply with the requirements of the Panel on Takeovers and Mergers (the "Panel"), the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the "Offer" also includes any new, increased, renewed or revised offer made by or on behalf of Amerada Hess to acquire shares in Linda, provided that the terms of such offer are, in the opinion of Goldman Sachs, no less favourable to acceptors than the terms set out in the Press Announcement.

Time of the Essence

8. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

The Offer

9.1 Subject to paragraph 9.2, Amerada Hess agrees to make the Offer if the Press Announcement is published, with Amerada Hess's prior approval, in substantially the form attached (or in such other form as may be agreed between Amerada Hess and LASMO or as may be required to comply with the requirements of the Panel on Takeovers and Mergers (the "Panel")) by not later than 8 November 2000. Approval of the release of the Press Announcement is at Amerada Hess's absolute discretion.

9.2 Amerada Hess will not be obliged to make or proceed with the Offer if, after the Press Announcement is published:

- (a) the Panel consents to Amerada Hess not proceeding with the Offer; or
- (b) Amerada Hess is no longer required by the City Code of Takeovers and Mergers (the "Code") to proceed with the Offer.

9.3 Amerada Hess shall have no liability to me for any failure to make or implement the Offer and I will not be entitled to specific performance of Clause 9.1 if, in each case, Amerada Hess has become aware that any condition of the Offer as set out in the Press Announcement has become incapable of being fulfilled.

9.4 My obligations under this agreement will lapse if:

- (a) the Press Announcement is not released on 8 November 2000; or
- (b) the Offer is not made in any of the circumstances referred to in paragraph 9.2,

and in these circumstances neither party will have any claim against the other except in respect of any prior breach.

If the undertaking lapses, I shall have no claim against Amerada Hess.

Director's undertakings

10.1 As a director of Linda, I shall use my best endeavours to procure that Linda and the board of directors of Linda:

- (a) provide all assistance which Amerada Hess reasonably requests to enable it to prepare the Offer Document and all related and ancillary documents in accordance with the requirements of the Code, the SEC, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body;
- (b) provide all assistance which Amerada Hess reasonably requests to Amerada Hess as may be required to obtain the clearances and consents referred to in the Press Announcement;
- (c) if the Offer becomes unconditional in all respects, promptly approve the appointment as director(s) of Linda of the persons nominated by Amerada Hess and, if required by Amerada Hess, I shall resign as a director of Linda ;
- (d) agree to any extension of time limits in the Code for posting of this Offer which Amerada Hess requests and which the Panel approves; and
- (e) not make (and that no-one makes on behalf of Linda):
 - (i) any announcement before the Press Announcement is released which refers expressly or implicitly to Amerada Hess; or
 - (ii) any other announcement in connection with the Offer without prior consultation with Amerada Hess,

unless Amerada Hess consents in writing or the relevant announcement is required by law or any regulatory provision.

10.2 I shall:

- (a) not directly or indirectly solicit any person other than Amerada Hess to propose or announce any offer for or any scheme of arrangement in respect of any shares or other securities of Linda; or
- (b) not directly or indirectly initiate any discussions with, or provide any information to, any person who is or may be considering proposing or announcing such an offer or scheme; or
- (c) recommend acceptance of the Offer to Linda shareholders and not modify, qualify or withdraw that recommendation at any time, except insofar as to do so would be inconsistent with my duties as a Director of LASMO.

10.3 I shall promptly inform you of any approach by a third party which may lead to an offer for Linda or the occurrence of any matter referred to above and will keep you fully informed of the same (but not of the value of the relevant proposal or the identity of its proponent).

10.4 I confirm that I know of no matter or circumstance which might mean that any condition of the Offer set out in the Press Announcement cannot be fulfilled. I will have no liability to Amerada Hess in respect of this confirmation.

Confirmation

11. I confirm that in signing this letter I am not a customer of Goldman Sachs for the purposes of the Rules of The Securities and Futures Authority and that Goldman Sachs does not owe me any of the duties which it owes to its customers. I confirm that I have had an adequate opportunity to consider whether or not to give this undertaking and to obtain independent advice.

Power of Attorney

12.1 In order to secure the performance of my obligations under this undertaking, I appoint any director of Amerada Hess as my attorney:

- (a) if I fail to accept or to procure acceptance of the Offer in accordance with paragraphs 3(a), 3(b) or 3(c) or if I fail to accept the offer referred to in paragraph 3(d) in accordance with that paragraph, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to accept such offers in respect of the Linda Shares, the Beneficial Shares, any Further Linda Shares and the options referred to in paragraph 3(d) (as appropriate); and
- (b) to execute any form of proxy required by Amerada Hess appointing any person nominated by Amerada Hess to attend and vote on a Relevant Resolution (as defined in paragraph 4.3) at a general meeting of Linda.

12.2 I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the Offer closes, lapses or is withdrawn.

Specific Performance

13. I agree that, if I fail to accept the Offer in accordance with this undertaking or breach any of my obligations, damages would not be an adequate remedy and accordingly Amerada Hess shall be entitled to the remedy of specific performance.

14. General

14.1 The obligations I have accepted under this agreement are without prejudice to any rights of Amerada Hess or Goldman Sachs at common law or equity. Invalidity of any provision of this agreement will not affect any other provision.

14.2 Any failure or delay by any person in exercising any right, power or privilege under this agreement will not comprise a waiver and a single or partial exercise will not restrict any further exercise.

14.3 This agreement is governed by and is to be construed in accordance with English law and each of the parties submits to the exclusive jurisdiction of the English courts for all purposes in connection with this agreement.

SCHEDULE

EXISTING SHARES

PART A - REGISTERED HOLDINGS OF LINDA ORDINARY SHARES

REGISTERED HOLDER	ORDINARY SHARES OF 25P EACH
(Print name of giver of undertaking) JOSEPH DARBY	119,458

PART B - BENEFICIAL HOLDINGS OF LINDA ORDINARY SHARES

BENEFICIAL OWNER	ORDINARY SHARES OF 25P EACH
(Print name) - - - - -	

PART C - OPTIONS AND OTHER RIGHTS TO ACQUIRE LINDA SECURITIES (INCLUDING OPTIONS)

HOLDER	TYPE OF OPTION
(Print name) - - - - -	1984 schemes -----

289,985

SAYE

10,884

Equity Plan

As per 20F filing

SIGNED and DELIVERED as a DEED by.....

Yours faithfully,

Signature JOSEPH DARBY

Name.....

in the presence of:

Signature of witness: AO BRIEN

Name AO BRIEN

Address 101 BISHOPSGATE
 LONDON EC2M 3XH
 SOLICITOR

To: Amerada Hess Corporation plc ("Amerada Hess")
and Goldman Sachs International ("Goldman Sachs")

6 November 2000

Dear Sirs,

I understand that Amerada Hess intends to make an offer to acquire all the issued ordinary share capital of Linda plc ("Linda") substantially on the terms of the attached draft press announcement. This letter sets out the terms and conditions on which I will accept the Offer (as defined in paragraph 7 of this undertaking) when it is made.

Shareholdings

1. I represent and warrant to Amerada Hess that:

- (a) I am the registered holder and beneficial owner of the number of ordinary shares of 25p each in the capital of Linda shown in Part A of the Schedule (the "Linda Shares") and that I hold these free of any lien, charge, option, equity or encumbrance and free from any third party right or interest;
- (b) I am the beneficial owner (but not registered holder) of the number of ordinary shares of 25p each in the capital of Linda shown in Part B of the Schedule (the "Beneficial Shares") and that I hold these free of any lien, charge, option, equity or encumbrance and free from any third party right or interest;
- (c) the information set out in the Schedule regarding the shares of Linda in which I am interested is complete and accurate;
- (d) the Schedule contains complete and accurate details of all options, warrants and other rights I may have to subscribe for, purchase or otherwise acquire any securities of Linda; and
- (e) I have full power and authority to enter into this undertaking, to perform the obligations under it and to accept the Offer in respect of the Linda shares.

Dealings

2. I undertake to Amerada Hess that before the Offer closes, lapses or is withdrawn, I shall not:

- (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of any Linda Shares or any Beneficial Shares or any other shares or securities in Linda issued or unconditionally allotted to me or otherwise acquired by me before then ("Further Linda Shares") other than pursuant to my acceptance of the Offer;
- (b) accept any other offer in respect of the shares or securities referred to in paragraph 2(a);
- (c) (other than pursuant to the Offer) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
 - (i) to do any of the acts referred to in paragraphs 2(a) or 2(b);
 - (ii) in relation to, or operating by reference to, the Linda Shares, the Beneficial Shares or any Further Linda Shares; or
 - (iii) which, in relation to the Linda Shares, the Beneficial Shares or any Further Linda Shares, would or might restrict or impede me accepting the Offer,

and for the avoidance of doubt, references in this paragraph 2(c) to any agreement, arrangement or obligation includes any agreement, arrangement or obligation whether or not legally binding or subject to any condition or which is to take effect if the Offer closes or lapses or if this undertaking ceases to be binding or following any other event; or

- (d) save for the acquisition of any further shares in Linda on the exercise of options referred to in Part C of the Schedule, I shall not purchase, sell or otherwise deal in any shares or other securities of Linda or Amerada Hess or any interest therein (including any derivatives referenced to such securities).

Undertaking to accept the Offer

3. In consideration of Amerada Hess's agreement in paragraph 9.1 to make the Offer, I undertake to Amerada Hess that:

- (a) I shall accept the Offer in respect of the Linda Shares in accordance with the procedure for acceptance set out in the formal document containing the Offer (the "Offer Document") not later than seven days after Amerada Hess posts the Offer Document to Linda shareholders and shall perform the agreement to which that acceptance gives rise, in accordance with the relevant provisions of the Offer Document;
- (b) I shall take all action within my power to procure that the registered holder of the Beneficial Securities accepts the Offer in accordance with

the relevant provisions of the Offer Document and performs the agreement to which that acceptance gives rise, in accordance with the relevant provisions of the Offer Document;

- (c) I shall accept the Offer in respect of any Further Linda Shares in accordance with the procedure for acceptance set out in the Offer Document not later than two days after the date I become the registered holder of the Further Linda Shares and shall perform the agreement to which that acceptance gives rise, in accordance with the relevant provisions of the Offer Document;
- (d) I shall take all action within my power to procure that the registered holder of any further ordinary shares in Linda in which I acquire a beneficial interest after the date of this undertaking but of which I do not become the registered holder ("Further Beneficial Shares") accepts the offer and performs the agreement to which that acceptance gives rise in accordance with the relevant provisions of the Offer Document.
- (e) I shall not withdraw any acceptances of the Offer and shall cause the registered holder(s) of any Beneficial Shares and any Further Beneficial Shares not to do so; and
- (f) pursuant to the Offer, Amerada Hess will acquire the Linda Shares, the Beneficial Shares and any Further Linda Shares from me free of any lien, charge, option, equity or encumbrance and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking.

Voting Rights

4.1 From the time Amerada Hess announces the Offer to the time the Offer becomes wholly unconditional, lapses or is withdrawn:

- (a) I shall exercise the votes attaching to my Linda Shares and any Further Linda Shares on a Relevant Resolution (as defined in paragraph 4.3) only in accordance with Amerada Hess's directions;
- (b) I shall exercise the rights attaching to my Linda Shares and any Further Linda Shares to requisition or join in requisitioning any general or class meeting of Linda for the purposes of considering a Relevant Resolution and to require Linda pursuant to section 376 Companies Act 1985 to give notice of such a resolution only in accordance with Amerada Hess's directions;
- (c) I shall cause the registered holder(s) of any Beneficial Shares and any Further Beneficial Shares to comply with paragraphs 4.1(a) and 4.1(b).

4.2 For the purpose of voting or causing votes to be cast on a Relevant Resolution, I shall execute any form of proxy required by Amerada Hess appointing any person nominated by Amerada Hess to attend and vote at the relevant general meeting of Linda .

4.3 A "Relevant Resolution" means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of Linda, or at an adjourned meeting, the passing of which is necessary to implement the Offer or which, if passed, might result in any condition of the Offer not being fulfilled or which might impede or frustrate the Offer in any way;
- (b) a resolution to adjourn a general or class meeting of Linda whose business includes the consideration of a resolution falling within paragraph 4.3(a); and
- (c) a resolution to amend a resolution falling within paragraph 4.3(a) or paragraph 4.3(b).

Documentation

5.1 I consent to:

- (a) the inclusion of references to me and this undertaking in Amerada Hess's announcement of the Offer (the "Press Announcement") as they appear in the attached draft of the Press Announcement;
- (b) particulars of this undertaking and my holdings of, and dealings in, relevant securities of Linda and Amerada Hess being included in the Offer Document and any other related or ancillary document as required by the Code; and
- (c) this undertaking being available for inspection until the end of the offer period (as defined in the Code).

5.2 I shall promptly give you all information and any assistance as you may reasonably require for the preparation of the Offer Document and all related and ancillary documents in order to comply with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body. I shall immediately notify you in writing of any material change in the accuracy or impact of any information previously given to you.

Secrecy

6. I will keep secret the possibility, terms and conditions of the Offer and the existence and terms of this undertaking until the Press Announcement is released provided that I may disclose the same to Linda and its advisers in which case I will use reasonable endeavours to ensure that they observe secrecy in the same terms. The obligations in this paragraph will survive termination of this undertaking.

Interpretation

7. In this undertaking the "Offer" means the offer to be made by or on behalf of Amerada Hess to acquire ordinary shares of 25p each in the capital of Linda on substantially the terms of the Press Announcement or on such other terms as may be agreed between Amerada Hess and Linda or as may be required to comply with the requirements of the Panel on Takeovers and Mergers (the "Panel"), the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the "Offer" also includes any new, increased, renewed or revised offer made by or on behalf of Amerada Hess to acquire shares in Linda, provided that the terms of such offer are, in the opinion of Goldman Sachs, no less favourable to acceptors than the terms set out in the Press Announcement.

Time of the Essence

8. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

The Offer

9.1 Subject to paragraph 9.2, Amerada Hess agrees to make the Offer if the Press Announcement is published, with Amerada Hess's prior approval, in substantially the form attached (or in such other form as may be agreed between Amerada Hess and LASMO or as may be required to comply with the requirements of the Panel on Takeovers and Mergers (the "Panel")) by not later than 8 November 2000. Approval of the release of the Press Announcement is at Amerada Hess's absolute discretion.

9.2 Amerada Hess will not be obliged to make or proceed with the Offer if, after the Press Announcement is published:

- (a) the Panel consents to Amerada Hess not proceeding with the Offer; or
- (b) Amerada Hess is no longer required by the City Code of Takeovers and Mergers (the "Code") to proceed with the Offer.

9.3 Amerada Hess shall have no liability to me for any failure to make or implement the Offer and I will not be entitled to specific performance of Clause 9.1 if, in each case, Amerada Hess has become aware that any condition of the Offer as set out in the Press Announcement has become incapable of being fulfilled.

9.4 My obligations under this agreement will lapse if:

- (a) the Press Announcement is not released on 8 November 2000; or
- (b) the Offer is not made or Amerada Hess does not proceed with the offer in any of the circumstances referred to in paragraph 9.2,

and in these circumstances neither party will have any claim against the other except in respect of any prior breach.

If the undertaking lapses, I shall have no claim against Amerada Hess.

Director's undertakings

10.1 As a director of Linda, I shall use my best endeavours to procure that Linda and the board of directors of Linda:

- (a) provide all assistance which Amerada Hess reasonably requests to enable it to prepare the Offer Document and all related and ancillary documents in accordance with the requirements of the Code, the SEC, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body;
- (b) provide all assistance which Amerada Hess reasonably requests to Amerada Hess as may be required to obtain the clearances and consents referred to in the Press Announcement;
- (c) if the Offer becomes unconditional in all respects, promptly approve the appointment as director(s) of Linda of the persons nominated by Amerada Hess and, if required by Amerada Hess, I shall resign as a director of Linda ;
- (d) agree to any extension of time limits in the Code for posting of this Offer which Amerada Hess requests and which the Panel approves; and
- (e) not make (and that no-one makes on behalf of Linda):
 - (i) any announcement before the Press Announcement is released which refers expressly or implicitly to Amerada Hess; or
 - (ii) any other announcement in connection with the Offer without prior consultation with Amerada Hess,unless Amerada Hess consents in writing or the relevant announcement is required by law or any regulatory provision.

10.2 I shall:

- (a) not directly or indirectly solicit any person other than Amerada Hess to propose or announce any offer for or any scheme of arrangement in respect of any shares or other securities of Linda; or
- (b) not directly or indirectly initiate any discussions with, or provide any information to, any person who is or may be considering proposing or announcing such an offer or scheme; or
- (c) recommend acceptance of the Offer to Linda shareholders and not modify,

qualify or withdraw that recommendation at any time, except insofar as to do so would be inconsistent with my duties as a Director of LASMO.

10.3 I shall promptly inform you of any approach by a third party which may lead to an offer for Linda or the occurrence of any matter referred to above and will keep you fully informed of the same (but not of the value of the relevant proposal or the identity of its proponent).

10.4 I confirm that I know of no matter or circumstance which might mean that any condition of the Offer set out in the Press Announcement cannot be fulfilled. I will have no liability to Amerada Hess in respect of this confirmation.

Confirmation

11. I confirm that in signing this letter I am not a customer of Goldman Sachs for the purposes of the Rules of The Securities and Futures Authority and that Goldman Sachs does not owe me any of the duties which it owes to its customers. I confirm that I have had an adequate opportunity to consider whether or not to give this undertaking and to obtain independent advice.

Power of Attorney

12.1 In order to secure the performance of my obligations under this undertaking, I appoint any director of Amerada Hess as my attorney:

- (a) if I fail to accept or to procure acceptance of the Offer in accordance with paragraphs 3(a), 3(b) or 3(c) or if I fail to accept the offer referred to in paragraph 3(d) in accordance with that paragraph, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to accept such offers in respect of the Linda Shares, the Beneficial Shares, any Further Linda Shares and the options referred to in paragraph 3(d) (as appropriate); and
- (b) to execute any form of proxy required by Amerada Hess appointing any person nominated by Amerada Hess to attend and vote on a Relevant Resolution (as defined in paragraph 4.3) at a general meeting of Linda.

12.2 I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the Offer closes, lapses or is withdrawn.

Specific Performance

13. I agree that, if I fail to accept the Offer in accordance with this undertaking or breach any of my obligations, damages would not be an adequate remedy and accordingly Amerada Hess shall be entitled to the remedy of specific performance.

14. General

14.1 The obligations I have accepted under this agreement are without prejudice to any rights of Amerada Hess or Goldman Sachs at common law or equity. Invalidity of any provision of this agreement will not affect any other provision.

14.2 Any failure or delay by any person in exercising any right, power or privilege under this agreement will not comprise a waiver and a single or partial exercise will not restrict any further exercise.

14.3 This agreement is governed by and is to be construed in accordance with English law and each of the parties submits to the exclusive jurisdiction of the English courts for all purposes in connection with this agreement.

SCHEDULE

EXISTING SHARES

PART A - REGISTERED HOLDINGS OF LINDA ORDINARY SHARES

REGISTERED HOLDER

ORDINARY SHARES OF
25P EACH

(Print name of giver of
undertaking)

THIERRY HUGHES BAUDOUIN

JEAN BAPTISTE DE RUDDER

SIGNED and DELIVERED as a DEED by

THIERRY HUGHES BAUDOMIAS
JEAN BAPTISTE DE RHODER

Yours faithfully,

Signature

THIERRY HUGHES BAUDOMIAS

Name

THIERRY HUGHES BAUDOMIAS

in the presence of:

Signature of witness:

MICHELE DE RUDDER

Name

MICHELE DE RUDDER

Address

6 AVENUE DE BECASSES
1640 RHODE ST. GENESE
BELGIUM

To: Amerada Hess Corporation plc ("Amerada Hess")
and Goldman Sachs International ("Goldman Sachs")

6 November 2000

Dear Sirs,

I understand that Amerada Hess intends to make an offer to acquire all the issued ordinary share capital of Linda plc ("Linda") substantially on the terms of the attached draft press announcement. This letter sets out the terms and conditions on which I will accept the Offer (as defined in paragraph 7 of this undertaking) when it is made.

Shareholdings

1. I represent and warrant to Amerada Hess that:
 - (a) I am the registered holder and beneficial owner of the number of ordinary shares of 25p each in the capital of Linda shown in Part A of the Schedule (the "Linda Shares") and that I hold these free of any lien, charge, option, equity or encumbrance and free from any third party right or interest;
 - (b) I am the beneficial owner (but not registered holder) of the number of ordinary shares of 25p each in the capital of Linda shown in Part B of the Schedule (the "Beneficial Shares") and that I hold these free of any lien, charge, option, equity or encumbrance and free from any third party right or interest;
 - (c) the information set out in the Schedule regarding the shares of Linda in which I am interested is complete and accurate;
 - (d) the Schedule contains complete and accurate details of all options, warrants and other rights I may have to subscribe for, purchase or otherwise acquire any securities of Linda; and
 - (e) I have full power and authority to enter into this undertaking, to perform the obligations under it and to accept the Offer in respect of the Linda shares.

Dealings

2. I undertake to Amerada Hess that before the Offer closes, lapses or is withdrawn, I shall not:
 - (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of any Linda Shares or any Beneficial Shares or any other shares or securities in Linda issued or unconditionally allotted to me or otherwise acquired by me before then ("Further Linda Shares") other than pursuant to my acceptance of the Offer;
 - (b) accept any other offer in respect of the shares or securities referred to in paragraph 2(a);
 - (c) (other than pursuant to the Offer) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
 - (i) to do any of the acts referred to in paragraphs 2(a) or 2(b);
 - (ii) in relation to, or operating by reference to, the Linda Shares, the Beneficial Shares or any Further Linda Shares; or
 - (iii) which, in relation to the Linda Shares, the Beneficial Shares or any Further Linda Shares, would or might restrict or impede me accepting the Offer,

and for the avoidance of doubt, references in this paragraph 2(c) to any agreement, arrangement or obligation includes any agreement, arrangement or obligation whether or not legally binding or subject to any condition or which is to take effect if the Offer closes or lapses or if this undertaking ceases to be binding or following any other event; or
 - (d) save for the acquisition of any further shares in Linda on the exercise of options referred to in Part C of the Schedule, I shall not purchase, sell or otherwise deal in any shares or other securities of Linda or Amerada Hess or any interest therein (including any derivatives referenced to such securities).

Undertaking to accept the Offer

3. In consideration of Amerada Hess's agreement in paragraph 9.1 to make the Offer, I undertake to Amerada Hess that:
 - (a) I shall accept the Offer in respect of the Linda Shares in accordance with the procedure for acceptance set out in the formal document containing the Offer (the "Offer Document") not later than seven days after Amerada Hess posts the Offer Document to Linda shareholders and shall perform the agreement to which that acceptance gives rise, in accordance with the relevant provisions of the Offer Document;
 - (b) I shall take all action within my power to procure that the registered holder of the Beneficial Securities accepts the Offer in accordance

with the relevant provisions of the Offer Document and performs the agreement to which that acceptance gives rise, in accordance with the relevant provisions of the Offer Document;

- (c) I shall accept the Offer in respect of any Further Linda Shares in accordance with the procedure for acceptance set out in the Offer Document not later than two days after the date I become the registered holder of the Further Linda Shares and shall perform the agreement to which that acceptance gives rise, in accordance with the relevant provisions of the Offer Document;
- (d) I shall take all action within my power to procure that the registered holder of any further ordinary shares in Linda in which I acquire a beneficial interest after the date of this undertaking but of which I do not become the registered holder ("Further Beneficial Shares") accepts the offer and performs the agreement to which that acceptance gives rise in accordance with the relevant provisions of the Offer Document.
- (e) I shall not withdraw any acceptances of the Offer and shall cause the registered holder(s) of any Beneficial Shares and any Further Beneficial Shares not to do so; and
- (f) pursuant to the Offer, Amerada Hess will acquire the Linda Shares, the Beneficial Shares and any Further Linda Shares from me free of any lien, charge, option, equity or encumbrance and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking.

Voting Rights

4.1 From the time Amerada Hess announces the Offer to the time the Offer becomes wholly unconditional, lapses or is withdrawn:

- (a) I shall exercise the votes attaching to my Linda Shares and any Further Linda Shares on a Relevant Resolution (as defined in paragraph 4.3) only in accordance with Amerada Hess's directions;
- (b) I shall exercise the rights attaching to my Linda Shares and any Further Linda Shares to requisition or join in requisitioning any general or class meeting of Linda for the purposes of considering a Relevant Resolution and to require Linda pursuant to section 376 Companies Act 1985 to give notice of such a resolution only in accordance with Amerada Hess's directions;
- (c) I shall cause the registered holder(s) of any Beneficial Shares and any Further Beneficial Shares to comply with paragraphs 4.1(a) and 4.1(b).

4.2 For the purpose of voting or causing votes to be cast on a Relevant Resolution, I shall execute any form of proxy required by Amerada Hess appointing any person nominated by Amerada Hess to attend and vote at the relevant general meeting of Linda .

4.3 A "Relevant Resolution" means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of Linda, or at an adjourned meeting, the passing of which is necessary to implement the Offer or which, if passed, might result in any condition of the Offer not being fulfilled or which might impede or frustrate the Offer in any way;
- (b) a resolution to adjourn a general or class meeting of Linda whose business includes the consideration of a resolution falling within paragraph 4.3(a); and
- (c) a resolution to amend a resolution falling within paragraph 4.3(a) or paragraph 4.3(b) .

Documentation

5.1 I consent to:

- (a) the inclusion of references to me and this undertaking in Amerada Hess's announcement of the Offer (the "Press Announcement") as they appear in the attached draft of the Press Announcement;
- (b) particulars of this undertaking and my holdings of, and dealings in, relevant securities of Linda and Amerada Hess being included in the Offer Document and any other related or ancillary document as required by the Code; and
- (c) this undertaking being available for inspection until the end of the offer period (as defined in the Code).

5.2 I shall promptly give you all information and any assistance as you may reasonably require for the preparation of the Offer Document and all related and ancillary documents in order to comply with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body. I shall immediately notify you in writing of any material change in the accuracy or impact of any information previously given to you.

Secrecy

6. I will keep secret the possibility, terms and conditions of the Offer and the existence and terms of this undertaking until the Press Announcement is released provided that I may disclose the same to Linda and its advisers in which case I will use reasonable endeavours to ensure that they observe secrecy in the same terms. The obligations in this paragraph will survive termination of this

undertaking.

Interpretation

7. In this undertaking the "Offer" means the offer to be made by or on behalf of Amerada Hess to acquire ordinary shares of 25p each in the capital of Linda on substantially the terms of the Press Announcement or on such other terms as may be agreed between Amerada Hess and Linda or as may be required to comply with the requirements of the Panel on Takeovers and Mergers (the "Panel"), the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the "Offer" also includes any new, increased, renewed or revised offer made by or on behalf of Amerada Hess to acquire shares in Linda, provided that the terms of such offer are, in the opinion of Goldman Sachs, no less favourable to acceptors than the terms set out in the Press Announcement.

Time of the Essence

8. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

The Offer

9.1 Subject to paragraph 9.2, Amerada Hess agrees to make the Offer if the Press Announcement is published, with Amerada Hess's prior approval, in substantially the form attached (or in such other form as may be agreed between Amerada Hess and LASMO or as may be required to comply with the requirements of the Panel on Takeovers and Mergers (the "Panel")) by not later than 8 November 2000. Approval of the release of the Press Announcement is at Amerada Hess's absolute discretion.

9.2 Amerada Hess will not be obliged to make or proceed with the Offer if, after the Press Announcement is published:

- (a) the Panel consents to Amerada Hess not proceeding with the Offer; or
- (b) Amerada Hess is no longer required by the City Code of Takeovers and Mergers (the "Code") to proceed with the Offer.

9.3 Amerada Hess shall have no liability to me for any failure to make or implement the Offer and I will not be entitled to specific performance of Clause 9.1 if, in each case, Amerada Hess has become aware that any condition of the Offer as set out in the Press Announcement has become incapable of being fulfilled.

9.4 My obligations under this agreement will lapse if:

- (a) the Press Announcement is not released on 8 November 2000; or
- (b) the Offer is not made in any of the circumstances referred to in paragraph 9.2,

and in these circumstances neither party will have any claim against the other except in respect of any prior breach.

If the undertaking lapses, I shall have no claim against Amerada Hess.

Director's undertakings

10.1 As a director of Linda, I shall use my best endeavours to procure that Linda and the board of directors of Linda:

- (a) provide all assistance which Amerada Hess reasonably requests to enable it to prepare the Offer Document and all related and ancillary documents in accordance with the requirements of the Code, the SEC, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body;
- (b) provide all assistance which Amerada Hess reasonably requests to Amerada Hess as may be required to obtain the clearances and consents referred to in the Press Announcement;
- (c) if the Offer becomes unconditional in all respects, promptly approve the appointment as director(s) of Linda of the persons nominated by Amerada Hess and, if required by Amerada Hess, I shall resign as a director of Linda ;
- (d) agree to any extension of time limits in the Code for posting of this Offer which Amerada Hess requests and which the Panel approves; and
- (e) not make (and that no-one makes on behalf of Linda):
 - (i) any announcement before the Press Announcement is released which refers expressly or implicitly to Amerada Hess; or
 - (ii) any other announcement in connection with the Offer without prior consultation with Amerada Hess,

unless Amerada Hess consents in writing or the relevant announcement is required by law or any regulatory provision.

10.2 I shall:

- (a) not directly or indirectly solicit any person other than Amerada Hess to propose or announce any offer for or any scheme of arrangement in respect of any shares or other securities of Linda; or
- (b) not directly or indirectly initiate any discussions with, or provide any information to, any person who is or may be considering proposing or announcing such an offer or scheme; or

(c) recommend acceptance of the Offer to Linda shareholders and not modify, qualify or withdraw that recommendation at any time, except insofar as to do so would be inconsistent with my duties as a Director of LASMO.

10.3 I shall promptly inform you of any approach by a third party which may lead to an offer for Linda or the occurrence of any matter referred to above and will keep you fully informed of the same (but not of the value of the relevant proposal or the identity of its proponent).

10.4 I confirm that I know of no matter or circumstance which might mean that any condition of the Offer set out in the Press Announcement cannot be fulfilled. I will have no liability to Amerada Hess in respect of this confirmation.

Confirmation

11. I confirm that in signing this letter I am not a customer of Goldman Sachs for the purposes of the Rules of The Securities and Futures Authority and that Goldman Sachs does not owe me any of the duties which it owes to its customers. I confirm that I have had an adequate opportunity to consider whether or not to give this undertaking and to obtain independent advice.

Power of Attorney

12.1 In order to secure the performance of my obligations under this undertaking, I appoint any director of Amerada Hess as my attorney:

(a) if I fail to accept or to procure acceptance of the Offer in accordance with paragraphs 3(a), 3(b) or 3(c) or if I fail to accept the offer referred to in paragraph 3(d) in accordance with that paragraph, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to accept such offers in respect of the Linda Shares, the Beneficial Shares, any Further Linda Shares and the options referred to in paragraph 3(d) (as appropriate); and

(b) to execute any form of proxy required by Amerada Hess appointing any person nominated by Amerada Hess to attend and vote on a Relevant Resolution (as defined in paragraph 4.3) at a general meeting of Linda.

12.2 I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the Offer closes, lapses or is withdrawn.

Specific Performance

13. I agree that, if I fail to accept the Offer in accordance with this undertaking or breach any of my obligations, damages would not be an adequate remedy and accordingly Amerada Hess shall be entitled to the remedy of specific performance.

14. General

14.1 The obligations I have accepted under this agreement are without prejudice to any rights of Amerada Hess or Goldman Sachs at common law or equity. Invalidity of any provision of this agreement will not affect any other provision.

14.2 Any failure or delay by any person in exercising any right, power or privilege under this agreement will not comprise a waiver and a single or partial exercise will not restrict any further exercise.

14.3 This agreement is governed by and is to be construed in accordance with English law and each of the parties submits to the exclusive jurisdiction of the English courts for all purposes in connection with this agreement.

SCHEDULE

EXISTING SHARES

PART A - REGISTERED HOLDINGS OF LINDA ORDINARY SHARES

REGISTERED HOLDER	ORDINARY SHARES OF 25P EACH
(Print name of giver of undertaking)	
PAUL COLBECK MURRAY	9,869
	55,399

PART B - BENEFICIAL HOLDINGS OF LINDA ORDINARY SHARES

BENEFICIAL OWNER	ORDINARY SHARES OF 25P EACH
(Print name)	

- -----

PART C - OPTIONS AND OTHER RIGHTS TO ACQUIRE LINDA SECURITIES (INCLUDING OPTIONS)

HOLDER

TYPE OF OPTION

(Print name)

1984

122,079

SAYE

18,960

Equity Plan

As per 20F SEC

SIGNED and DELIVERED as a DEED by

PAUL COLBECK MURRAY

Yours faithfully,

Signature PAUL COLBECK MURRAY

Name PAUL COLBECK MURRAY

in the presence of:

Signature of witness: AO BRIEN

Name AO BRIEN

Address 101 Bishopsgate
London EC2M 3XH
Solicitor

To: Amerada Hess Corporation plc ("Amerada Hess")
and Goldman Sachs International ("Goldman Sachs")

6 November 2000

Dear Sirs,

I understand that Amerada Hess intends to make an offer to acquire all the issued ordinary share capital of Linda plc ("Linda") substantially on the terms of the attached draft press announcement. This letter sets out the terms and conditions on which I will accept the Offer (as defined in paragraph 7 of this undertaking) when it is made.

Shareholdings

1. I represent and warrant to Amerada Hess that:
 - (a) I am the registered holder and beneficial owner of the number of ordinary shares of 25p each in the capital of Linda shown in Part A of the Schedule (the "Linda Shares") and that I hold these free of any lien, charge, option, equity or encumbrance and free from any third party right or interest;
 - (b) I am the beneficial owner (but not registered holder) of the number of ordinary shares of 25p each in the capital of Linda shown in Part B of the Schedule (the "Beneficial Shares") and that I hold these free of any lien, charge, option, equity or encumbrance and free from any third party right or interest;
 - (c) the information set out in the Schedule regarding the shares of Linda in which I am interested is complete and accurate;
 - (d) the Schedule contains complete and accurate details of all options, warrants and other rights I may have to subscribe for, purchase or otherwise acquire any securities of Linda; and
 - (e) I have full power and authority to enter into this undertaking, to perform the obligations under it and to accept the Offer in respect of the Linda shares.

Dealings

2. I undertake to Amerada Hess that before the Offer closes, lapses or is withdrawn, I shall not:
 - (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of any Linda Shares or any Beneficial Shares or any other shares or securities in Linda issued or unconditionally allotted to me or otherwise acquired by me before then ("Further Linda Shares") other than pursuant to my acceptance of the Offer;
 - (b) accept any other offer in respect of the shares or securities referred to in paragraph 2(a);
 - (c) (other than pursuant to the Offer) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
 - (i) to do any of the acts referred to in paragraphs 2(a) or 2(b);
 - (ii) in relation to, or operating by reference to, the Linda Shares, the Beneficial Shares or any Further Linda Shares; or
 - (iii) which, in relation to the Linda Shares, the Beneficial Shares or any Further Linda Shares, would or might restrict or impede me accepting the Offer,

and for the avoidance of doubt, references in this paragraph 2(c) to any agreement, arrangement or obligation includes any agreement, arrangement or obligation whether or not legally binding or subject to any condition or which is to take effect if the Offer closes or lapses or if this undertaking ceases to be binding or following any other event; or
 - (d) save for the acquisition of any further shares in Linda on the exercise of options referred to in Part C of the Schedule, I shall not purchase, sell or otherwise deal in any shares or other securities of Linda or Amerada Hess or any interest therein (including any derivatives referenced to such securities).

Undertaking to accept the Offer

3. In consideration of Amerada Hess's agreement in paragraph 9.1 to make the Offer, I undertake to Amerada Hess that:
 - (a) I shall accept the Offer in respect of the Linda Shares in accordance with the procedure for acceptance set out in the formal document containing the Offer (the "Offer Document") not later than seven days after Amerada Hess posts the Offer Document to Linda shareholders and shall perform the agreement to which that acceptance gives rise, in accordance with the relevant provisions of the Offer Document;
 - (b) I shall take all action within my power to procure that the registered holder of the Beneficial Securities accepts the Offer in accordance with the relevant provisions of the Offer Document and performs the agreement to which that acceptance gives rise, in accordance with the

relevant provisions of the Offer Document;

- (c) I shall accept the Offer in respect of any Further Linda Shares in accordance with the procedure for acceptance set out in the Offer Document not later than two days after the date I become the registered holder of the Further Linda Shares and shall perform the agreement to which that acceptance gives rise, in accordance with the relevant provisions of the Offer Document;
- (d) I shall take all action within my power to procure that the registered holder of any further ordinary shares in Linda in which I acquire a beneficial interest after the date of this undertaking but of which I do not become the registered holder ("Further Beneficial Shares") accepts the offer and performs the agreement to which that acceptance gives rise in accordance with the relevant provisions of the Offer Document.
- (e) I shall not withdraw any acceptances of the Offer and shall cause the registered holder(s) of any Beneficial Shares and any Further Beneficial Shares not to do so; and
- (f) pursuant to the Offer, Amerada Hess will acquire the Linda Shares, the Beneficial Shares and any Further Linda Shares from me free of any lien, charge, option, equity or encumbrance and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking.

Voting Rights

4.1 From the time Amerada Hess announces the Offer to the time the Offer becomes wholly unconditional, lapses or is withdrawn:

- (a) I shall exercise the votes attaching to my Linda Shares and any Further Linda Shares on a Relevant Resolution (as defined in paragraph 4.3) only in accordance with Amerada Hess's directions;
- (b) I shall exercise the rights attaching to my Linda Shares and any Further Linda Shares to requisition or join in requisitioning any general or class meeting of Linda for the purposes of considering a Relevant Resolution and to require Linda pursuant to section 376 Companies Act 1985 to give notice of such a resolution only in accordance with Amerada Hess's directions;
- (c) I shall cause the registered holder(s) of any Beneficial Shares and any Further Beneficial Shares to comply with paragraphs 4.1(a) and 4.1(b).

4.2 For the purpose of voting or causing votes to be cast on a Relevant Resolution, I shall execute any form of proxy required by Amerada Hess appointing any person nominated by Amerada Hess to attend and vote at the relevant general meeting of Linda .

4.3 A "Relevant Resolution" means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of Linda, or at an adjourned meeting, the passing of which is necessary to implement the Offer or which, if passed, might result in any condition of the Offer not being fulfilled or which might impede or frustrate the Offer in any way;
- (b) a resolution to adjourn a general or class meeting of Linda whose business includes the consideration of a resolution falling within paragraph 4.3(a); and
- (c) a resolution to amend a resolution falling within paragraph 4.3(a) or paragraph 4.3(b).

Documentation

5.1 I consent to:

- (a) the inclusion of references to me and this undertaking in Amerada Hess's announcement of the Offer (the "Press Announcement") as they appear in the attached draft of the Press Announcement;
- (b) particulars of this undertaking and my holdings of, and dealings in, relevant securities of Linda and Amerada Hess being included in the Offer Document and any other related or ancillary document as required by the Code; and
- (c) this undertaking being available for inspection until the end of the offer period (as defined in the Code).

5.2 I shall promptly give you all information and any assistance as you may reasonably require for the preparation of the Offer Document and all related and ancillary documents in order to comply with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body. I shall immediately notify you in writing of any material change in the accuracy or impact of any information previously given to you.

Secrecy

6. I will keep secret the possibility, terms and conditions of the Offer and the existence and terms of this undertaking until the Press Announcement is released provided that I may disclose the same to Linda and its advisers in which case I will use reasonable endeavours to ensure that they observe secrecy in the same terms. The obligations in this paragraph will survive termination of this undertaking.

Interpretation

7. In this undertaking the "Offer" means the offer to be made by or on behalf of Amerada Hess to acquire ordinary shares of 25p each in the capital of Linda on substantially the terms of the Press Announcement or on such other terms as may be agreed between Amerada Hess and Linda or as may be required to comply with the requirements of the Panel on Takeovers and Mergers (the "Panel"), the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the "Offer" also includes any new, increased, renewed or revised offer made by or on behalf of Amerada Hess to acquire shares in Linda, provided that the terms of such offer are, in the opinion of Goldman Sachs, no less favourable to acceptors than the terms set out in the Press Announcement.

Time of the Essence

8. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

The Offer

9.1 Subject to paragraph 9.2, Amerada Hess agrees to make the Offer if the Press Announcement is published, with Amerada Hess's prior approval, in substantially the form attached (or in such other form as may be agreed between Amerada Hess and LASMO or as may be required to comply with the requirements of the Panel on Takeovers and Mergers (the "Panel")) by not later than 8 November 2000. Approval of the release of the Press Announcement is at Amerada Hess's absolute discretion.

9.2 Amerada Hess will not be obliged to make or proceed with the Offer if, after the Press Announcement is published:

- (a) the Panel consents to Amerada Hess not proceeding with the Offer; or
- (b) Amerada Hess is no longer required by the City Code of Takeovers and Mergers (the "Code") to proceed with the Offer.

9.3 Amerada Hess shall have no liability to me for any failure to make or implement the Offer and I will not be entitled to specific performance of Clause 9.1 if, in each case, Amerada Hess has become aware that any condition of the Offer as set out in the Press Announcement has become incapable of being fulfilled.

9.4 My obligations under this agreement will lapse if:

- (a) the Press Announcement is not released on 8 November 2000; or
- (b) the Offer is not made in any of the circumstances referred to in paragraph 9.2,

and in these circumstances neither party will have any claim against the other except in respect of any prior breach.

If the undertaking lapses, I shall have no claim against Amerada Hess.

Director's undertakings

10.1 As a director of Linda, I shall use my best endeavours to procure that Linda and the board of directors of Linda:

- (a) provide all assistance which Amerada Hess reasonably requests to enable it to prepare the Offer Document and all related and ancillary documents in accordance with the requirements of the Code, the SEC, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body;
- (b) provide all assistance which Amerada Hess reasonably requests to Amerada Hess as may be required to obtain the clearances and consents referred to in the Press Announcement;
- (c) if the Offer becomes unconditional in all respects, promptly approve the appointment as director(s) of Linda of the persons nominated by Amerada Hess and, if required by Amerada Hess, I shall resign as a director of Linda ;
- (d) agree to any extension of time limits in the Code for posting of this Offer which Amerada Hess requests and which the Panel approves; and
- (e) not make (and that no-one makes on behalf of Linda):
 - (i) any announcement before the Press Announcement is released which refers expressly or implicitly to Amerada Hess; or
 - (ii) any other announcement in connection with the Offer without prior consultation with Amerada Hess,

unless Amerada Hess consents in writing or the relevant announcement is required by law or any regulatory provision.

10.2 I shall:

- (a) not directly or indirectly solicit any person other than Amerada Hess to propose or announce any offer for or any scheme of arrangement in respect of any shares or other securities of Linda; or
- (b) not directly or indirectly initiate any discussions with, or provide any information to, any person who is or may be considering proposing or announcing such an offer or scheme; or
- (c) recommend acceptance of the Offer to Linda shareholders and not modify, qualify or withdraw that recommendation at any time, except insofar as

to do so would be inconsistent with my duties as a Director of LASMO.

10.3 I shall promptly inform you of any approach by a third party which may lead to an offer for Linda or the occurrence of any matter referred to above and will keep you fully informed of the same (but not of the value of the relevant proposal or the identity of its proponent).

10.4 I confirm that I know of no matter or circumstance which might mean that any condition of the Offer set out in the Press Announcement cannot be fulfilled. I will have no liability to Amerada Hess in respect of this confirmation.

Confirmation

11. I confirm that in signing this letter I am not a customer of Goldman Sachs for the purposes of the Rules of The Securities and Futures Authority and that Goldman Sachs does not owe me any of the duties which it owes to its customers. I confirm that I have had an adequate opportunity to consider whether or not to give this undertaking and to obtain independent advice.

Power of Attorney

12.1 In order to secure the performance of my obligations under this undertaking, I appoint any director of Amerada Hess as my attorney:

- (a) if I fail to accept or to procure acceptance of the Offer in accordance with paragraphs 3(a), 3(b) or 3(c) or if I fail to accept the offer referred to in paragraph 3(d) in accordance with that paragraph, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to accept such offers in respect of the Linda Shares, the Beneficial Shares, any Further Linda Shares and the options referred to in paragraph 3(d) (as appropriate); and
- (b) to execute any form of proxy required by Amerada Hess appointing any person nominated by Amerada Hess to attend and vote on a Relevant Resolution (as defined in paragraph 4.3) at a general meeting of Linda.

12.2 I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the Offer closes, lapses or is withdrawn.

Specific Performance

13. I agree that, if I fail to accept the Offer in accordance with this undertaking or breach any of my obligations, damages would not be an adequate remedy and accordingly Amerada Hess shall be entitled to the remedy of specific performance.

14. General

14.1 The obligations I have accepted under this agreement are without prejudice to any rights of Amerada Hess or Goldman Sachs at common law or equity. Invalidity of any provision of this agreement will not affect any other provision.

14.2 Any failure or delay by any person in exercising any right, power or privilege under this agreement will not comprise a waiver and a single or partial exercise will not restrict any further exercise.

14.3 This agreement is governed by and is to be construed in accordance with English law and each of the parties submits to the exclusive jurisdiction of the English courts for all purposes in connection with this agreement.

SCHEDULE

Existing Shares

PART A - Registered Holdings of Linda Ordinary Shares

Registered Holder	Ordinary Shares of 25p each
(Print name of giver of undertaking)	
ROY GREGORY REYNOLDS	8,075

PART B - Beneficial Holdings of Linda Ordinary Shares

Beneficial Owner	Ordinary Shares of 25p each
(Print name)	
ROY GREGORY REYNOLDS	8,390

PART C - Options and other rights to acquire Linda securities (including options)

Holder	Type of option
(Print name)	

- - - - -

SIGNED and DELIVERED as a DEED by.....

Yours faithfully,

Signature DR ROY REYNOLDS

Name DR ROY REYNOLDS

in the presence of:

Signature of witness: M. C. REYNOLDS

Name: MONICA REYNOLDS

Address: Boorne Lodge
Fair Oak Lane
Oxshott KT22 0TR

To: Amerada Hess Corporation plc ("Amerada Hess")
and Goldman Sachs International ("Goldman Sachs")

6 November 2000

Dear Sirs,

I understand that Amerada Hess intends to make an offer to acquire all the issued ordinary share capital of Linda plc ("Linda") substantially on the terms of the attached draft press announcement. This letter sets out the terms and conditions on which I will accept the Offer (as defined in paragraph 7 of this undertaking) when it is made.

Shareholdings

1. I represent and warrant to Amerada Hess that:
 - (a) I am the registered holder and beneficial owner of the number of ordinary shares of 25p each in the capital of Linda shown in Part A of the Schedule (the "Linda Shares") and that I hold these free of any lien, charge, option, equity or encumbrance and free from any third party right or interest;
 - (b) I am the beneficial owner (but not registered holder) of the number of ordinary shares of 25p each in the capital of Linda shown in Part B of the Schedule (the "Beneficial Shares") and that I hold these free of any lien, charge, option, equity or encumbrance and free from any third party right or interest;
 - (c) the information set out in the Schedule regarding the shares of Linda in which I am interested is complete and accurate;
 - (d) the Schedule contains complete and accurate details of all options, warrants and other rights I may have to subscribe for, purchase or otherwise acquire any securities of Linda; and
 - (e) I have full power and authority to enter into this undertaking, to perform the obligations under it and to accept the Offer in respect of the Linda shares.

Dealings

2. I undertake to Amerada Hess that before the Offer closes, lapses or is withdrawn, I shall not:
 - (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of any Linda Shares or any Beneficial Shares or any other shares or securities in Linda issued or unconditionally allotted to me or otherwise acquired by me before then ("Further Linda Shares") other than pursuant to my acceptance of the Offer;
 - (b) accept any other offer in respect of the shares or securities referred to in paragraph 2(a);
 - (c) (other than pursuant to the Offer) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
 - (i) to do any of the acts referred to in paragraphs 2(a) or 2(b);
 - (ii) in relation to, or operating by reference to, the Linda Shares, the Beneficial Shares or any Further Linda Shares; or
 - (iii) which, in relation to the Linda Shares, the Beneficial Shares or any Further Linda Shares, would or might restrict or impede me accepting the Offer,

and for the avoidance of doubt, references in this paragraph 2(c) to any agreement, arrangement or obligation includes any agreement, arrangement or obligation whether or not legally binding or subject to any condition or which is to take effect if the Offer closes or lapses or if this undertaking ceases to be binding or following any other event; or
 - (d) save for the acquisition of any further shares in Linda on the exercise of options referred to in Part C of the Schedule, I shall not purchase, sell or otherwise deal in any shares or other securities of Linda or Amerada Hess or any interest therein (including any derivatives referenced to such securities).

Undertaking to accept the Offer

3. In consideration of Amerada Hess's agreement in paragraph 9.1 to make the Offer, I undertake to Amerada Hess that:
 - (a) I shall accept the Offer in respect of the Linda Shares in accordance with the procedure for acceptance set out in the formal document containing the Offer (the "Offer Document") not later than seven days after Amerada Hess posts the Offer Document to Linda shareholders and shall perform the agreement to which that acceptance gives rise, in accordance with the relevant provisions of the Offer Document;
 - (b) I shall take all action within my power to procure that the registered holder of the Beneficial Securities accepts the Offer in accordance with the relevant provisions of the Offer Document and performs the agreement to which that acceptance gives rise, in accordance with the

relevant provisions of the Offer Document;

- (c) I shall accept the Offer in respect of any Further Linda Shares in accordance with the procedure for acceptance set out in the Offer Document not later than two days after the date I become the registered holder of the Further Linda Shares and shall perform the agreement to which that acceptance gives rise, in accordance with the relevant provisions of the Offer Document;
- (d) I shall take all action within my power to procure that the registered holder of any further ordinary shares in Linda in which I acquire a beneficial interest after the date of this undertaking but of which I do not become the registered holder ("Further Beneficial Shares") accepts the offer and performs the agreement to which that acceptance gives rise in accordance with the relevant provisions of the Offer Document.
- (e) I shall not withdraw any acceptances of the Offer and shall cause the registered holder(s) of any Beneficial Shares and any Further Beneficial Shares not to do so; and
- (f) pursuant to the Offer, Amerada Hess will acquire the Linda Shares, the Beneficial Shares and any Further Linda Shares from me free of any lien, charge, option, equity or encumbrance and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking.

Voting Rights

4.1 From the time Amerada Hess announces the Offer to the time the Offer becomes wholly unconditional, lapses or is withdrawn:

- (a) I shall exercise the votes attaching to my Linda Shares and any Further Linda Shares on a Relevant Resolution (as defined in paragraph 4.3) only in accordance with Amerada Hess's directions;
- (b) I shall exercise the rights attaching to my Linda Shares and any Further Linda Shares to requisition or join in requisitioning any general or class meeting of Linda for the purposes of considering a Relevant Resolution and to require Linda pursuant to section 376 Companies Act 1985 to give notice of such a resolution only in accordance with Amerada Hess's directions;
- (c) I shall cause the registered holder(s) of any Beneficial Shares and any Further Beneficial Shares to comply with paragraphs 4.1(a) and 4.1(b).

4.2 For the purpose of voting or causing votes to be cast on a Relevant Resolution, I shall execute any form of proxy required by Amerada Hess appointing any person nominated by Amerada Hess to attend and vote at the relevant general meeting of Linda .

4.3 A "Relevant Resolution" means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of Linda, or at an adjourned meeting, the passing of which is necessary to implement the Offer or which, if passed, might result in any condition of the Offer not being fulfilled or which might impede or frustrate the Offer in any way;
- (b) a resolution to adjourn a general or class meeting of Linda whose business includes the consideration of a resolution falling within paragraph 4.3(a); and
- (c) a resolution to amend a resolution falling within paragraph 4.3(a) or paragraph 4.3(b).

Documentation

5.1 I consent to:

- (a) the inclusion of references to me and this undertaking in Amerada Hess's announcement of the Offer (the "Press Announcement") as they appear in the attached draft of the Press Announcement;
- (b) particulars of this undertaking and my holdings of, and dealings in, relevant securities of Linda and Amerada Hess being included in the Offer Document and any other related or ancillary document as required by the Code; and
- (c) this undertaking being available for inspection until the end of the offer period (as defined in the Code).

5.2 I shall promptly give you all information and any assistance as you may reasonably require for the preparation of the Offer Document and all related and ancillary documents in order to comply with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body. I shall immediately notify you in writing of any material change in the accuracy or impact of any information previously given to you.

Secrecy

6. I will keep secret the possibility, terms and conditions of the Offer and the existence and terms of this undertaking until the Press Announcement is released provided that I may disclose the same to Linda and its advisers in which case I will use reasonable endeavours to ensure that they observe secrecy in the same terms. The obligations in this paragraph will survive termination of this undertaking.

Interpretation

7. In this undertaking the "Offer" means the offer to be made by or on behalf of Amerada Hess to acquire ordinary shares of 25p each in the capital of Linda on substantially the terms of the Press Announcement or on such other terms as may be agreed between Amerada Hess and Linda or as may be required to comply with the requirements of the Panel on Takeovers and Mergers (the "Panel"), the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the "Offer" also includes any new, increased, renewed or revised offer made by or on behalf of Amerada Hess to acquire shares in Linda, provided that the terms of such offer are, in the opinion of Goldman Sachs, no less favourable to acceptors than the terms set out in the Press Announcement.

Time of the Essence

8. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

The Offer

9.1 Subject to paragraph 9.2, Amerada Hess agrees to make the Offer if the Press Announcement is published, with Amerada Hess's prior approval, in substantially the form attached (or in such other form as may be agreed between Amerada Hess and LASMO or as may be required to comply with the requirements of the Panel on Takeovers and Mergers (the "Panel")) by not later than 8 November 2000. Approval of the release of the Press Announcement is at Amerada Hess's absolute discretion.

9.2 Amerada Hess will not be obliged to make or proceed with the Offer if, after the Press Announcement is published:

- (a) the Panel consents to Amerada Hess not proceeding with the Offer; or
- (b) Amerada Hess is no longer required by the City Code of Takeovers and Mergers (the "Code") to proceed with the Offer.

9.3 Amerada Hess shall have no liability to me for any failure to make or implement the Offer and I will not be entitled to specific performance of Clause 9.1 if, in each case, Amerada Hess has become aware that any condition of the Offer as set out in the Press Announcement has become incapable of being fulfilled.

9.4 My obligations under this agreement will lapse if:

- (a) the Press Announcement is not released on 8 November 2000; or
- (b) the Offer is not made in any of the circumstances referred to in paragraph 9.2,

and in these circumstances neither party will have any claim against the other except in respect of any prior breach.

If the undertaking lapses, I shall have no claim against Amerada Hess.

Director's undertakings

10.1 As a director of Linda, I shall use my best endeavours to procure that Linda and the board of directors of Linda:

- (a) provide all assistance which Amerada Hess reasonably requests to enable it to prepare the Offer Document and all related and ancillary documents in accordance with the requirements of the Code, the SEC, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body;
- (b) provide all assistance which Amerada Hess reasonably requests to Amerada Hess as may be required to obtain the clearances and consents referred to in the Press Announcement;
- (c) if the Offer becomes unconditional in all respects, promptly approve the appointment as director(s) of Linda of the persons nominated by Amerada Hess and, if required by Amerada Hess, I shall resign as a director of Linda ;
- (d) agree to any extension of time limits in the Code for posting of this Offer which Amerada Hess requests and which the Panel approves; and
- (e) not make (and that no-one makes on behalf of Linda):
 - (i) any announcement before the Press Announcement is released which refers expressly or implicitly to Amerada Hess; or
 - (ii) any other announcement in connection with the Offer without prior consultation with Amerada Hess,

unless Amerada Hess consents in writing or the relevant announcement is required by law or any regulatory provision.

10.2 I shall:

- (a) not directly or indirectly solicit any person other than Amerada Hess to propose or announce any offer for or any scheme of arrangement in respect of any shares or other securities of Linda; or
- (b) not directly or indirectly initiate any discussions with, or provide any information to, any person who is or may be considering proposing or announcing such an offer or scheme; or
- (c) recommend acceptance of the Offer to Linda shareholders and not modify, qualify or withdraw that recommendation at any time, except insofar as

to do so would be inconsistent with my duties as a Director of LASMO.

10.3 I shall promptly inform you of any approach by a third party which may lead to an offer for Linda or the occurrence of any matter referred to above and will keep you fully informed of the same (but not of the value of the relevant proposal or the identity of its proponent).

10.4 I confirm that I know of no matter or circumstance which might mean that any condition of the Offer set out in the Press Announcement cannot be fulfilled. I will have no liability to Amerada Hess in respect of this confirmation.

Confirmation

11. I confirm that in signing this letter I am not a customer of Goldman Sachs for the purposes of the Rules of The Securities and Futures Authority and that Goldman Sachs does not owe me any of the duties which it owes to its customers. I confirm that I have had an adequate opportunity to consider whether or not to give this undertaking and to obtain independent advice.

Power of Attorney

12.1 In order to secure the performance of my obligations under this undertaking, I appoint any director of Amerada Hess as my attorney:

- (a) if I fail to accept or to procure acceptance of the Offer in accordance with paragraphs 3(a), 3(b) or 3(c) or if I fail to accept the offer referred to in paragraph 3(d) in accordance with that paragraph, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to accept such offers in respect of the Linda Shares, the Beneficial Shares, any Further Linda Shares and the options referred to in paragraph 3(d) (as appropriate); and
- (b) to execute any form of proxy required by Amerada Hess appointing any person nominated by Amerada Hess to attend and vote on a Relevant Resolution (as defined in paragraph 4.3) at a general meeting of Linda.

12.2 I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the Offer closes, lapses or is withdrawn.

Specific Performance

13. I agree that, if I fail to accept the Offer in accordance with this undertaking or breach any of my obligations, damages would not be an adequate remedy and accordingly Amerada Hess shall be entitled to the remedy of specific performance.

14. General

14.1 The obligations I have accepted under this agreement are without prejudice to any rights of Amerada Hess or Goldman Sachs at common law or equity. Invalidity of any provision of this agreement will not affect any other provision.

14.2 Any failure or delay by any person in exercising any right, power or privilege under this agreement will not comprise a waiver and a single or partial exercise will not restrict any further exercise.

14.3 This agreement is governed by and is to be construed in accordance with English law and each of the parties submits to the exclusive jurisdiction of the English courts for all purposes in connection with this agreement.

SCHEDULE

Existing Shares

PART A - Registered Holdings of Linda Ordinary Shares

Registered Holder	Ordinary Shares of 25p each
(Print name of giver of undertaking)	
NIGEL VICTOR TURNBULL	32,442

PART B - Beneficial Holdings of Linda Ordinary Shares

Beneficial Owner	Ordinary Shares of 25p each
(Print name)	

- - - - -

PART C - Options and other rights to acquire Linda securities (including options)

Holder	Type of option
(Print name)	

- - - - -

SIGNED and DELIVERED as a DEED by.....

Yours faithfully,

Signature

Name JOESPH DARBY as solicitor for Mr Nigel Turnbull

in the presence of:

Signature of witness: AO BRIEN

Name: AO BRIEN

Address: 101 Bishopsgate
London EC2M 3XH
Solicitor

To: Amerada Hess Corporation plc ("Amerada Hess")
and Goldman Sachs International ("Goldman Sachs")

6 November 2000

Dear Sirs,

I understand that Amerada Hess intends to make an offer to acquire all the issued ordinary share capital of Linda plc ("Linda") substantially on the terms of the attached draft press announcement. This letter sets out the terms and conditions on which I will accept the Offer (as defined in paragraph 7 of this undertaking) when it is made.

Shareholdings

1. I represent and warrant to Amerada Hess that:

- (a) I am the registered holder and beneficial owner of the number of ordinary shares of 25p each in the capital of Linda shown in Part A of the Schedule (the "Linda Shares") and that I hold these free of any lien, charge, option, equity or encumbrance and free from any third party right or interest;
- (b) I am the beneficial owner (but not registered holder) of the number of ordinary shares of 25p each in the capital of Linda shown in Part B of the Schedule (the "Beneficial Shares") and that I hold these free of any lien, charge, option, equity or encumbrance and free from any third party right or interest;
- (c) the information set out in the Schedule regarding the shares of Linda in which I am interested is complete and accurate;
- (d) the Schedule contains complete and accurate details of all options, warrants and other rights I may have to subscribe for, purchase or otherwise acquire any securities of Linda; and
- (e) I have full power and authority to enter into this undertaking, to perform the obligations under it and to accept the Offer in respect of the Linda shares.

Dealings

2. I undertake to Amerada Hess that before the Offer closes, lapses or is withdrawn, I shall not:

- (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of any Linda Shares or any Beneficial Shares or any other shares or securities in Linda issued or unconditionally allotted to me or otherwise acquired by me before then ("Further Linda Shares") other than pursuant to my acceptance of the Offer;
- (b) accept any other offer in respect of the shares or securities referred to in paragraph 2(a);
- (c) (other than pursuant to the Offer) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
 - (i) to do any of the acts referred to in paragraphs 2(a) or 2(b);
 - (ii) in relation to, or operating by reference to, the Linda Shares, the Beneficial Shares or any Further Linda Shares; or
 - (iii) which, in relation to the Linda Shares, the Beneficial Shares or any Further Linda Shares, would or might restrict or impede me accepting the Offer,

and for the avoidance of doubt, references in this paragraph 2(c) to any agreement, arrangement or obligation includes any agreement, arrangement or obligation whether or not legally binding or subject to any condition or which is to take effect if the Offer closes or lapses or if this undertaking ceases to be binding or following any other event; or

- (d) save for the acquisition of any further shares in Linda on the exercise of options referred to in Part C of the Schedule, I shall not purchase, sell or otherwise deal in any shares or other securities of Linda or Amerada Hess or any interest therein (including any derivatives referenced to such securities).

Undertaking to accept the Offer

3. In consideration of Amerada Hess's agreement in paragraph 9.1 to make the Offer, I undertake to Amerada Hess that:

- (a) I shall accept the Offer in respect of the Linda Shares in accordance with the procedure for acceptance set out in the formal document containing the Offer (the "Offer Document") not later than seven days after Amerada Hess posts the Offer Document to Linda shareholders and shall perform the agreement to which that acceptance gives rise, in accordance with the relevant provisions of the Offer Document;
- (b) I shall take all action within my power to procure that the registered holder of the Beneficial Securities accepts the Offer in accordance with the relevant provisions of the Offer Document and performs the agreement to which that acceptance gives rise, in accordance with the

relevant provisions of the Offer Document;

- (c) I shall accept the Offer in respect of any Further Linda Shares in accordance with the procedure for acceptance set out in the Offer Document not later than two days after the date I become the registered holder of the Further Linda Shares and shall perform the agreement to which that acceptance gives rise, in accordance with the relevant provisions of the Offer Document;
- (d) I shall take all action within my power to procure that the registered holder of any further ordinary shares in Linda in which I acquire a beneficial interest after the date of this undertaking but of which I do not become the registered holder ("Further Beneficial Shares") accepts the offer and performs the agreement to which that acceptance gives rise in accordance with the relevant provisions of the Offer Document.
- (e) I shall not withdraw any acceptances of the Offer and shall cause the registered holder(s) of any Beneficial Shares and any Further Beneficial Shares not to do so; and
- (f) pursuant to the Offer, Amerada Hess will acquire the Linda Shares, the Beneficial Shares and any Further Linda Shares from me free of any lien, charge, option, equity or encumbrance and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking.

Voting Rights

4.1 From the time Amerada Hess announces the Offer to the time the Offer becomes wholly unconditional, lapses or is withdrawn:

- (a) I shall exercise the votes attaching to my Linda Shares and any Further Linda Shares on a Relevant Resolution (as defined in paragraph 4.3) only in accordance with Amerada Hess's directions;
- (b) I shall exercise the rights attaching to my Linda Shares and any Further Linda Shares to requisition or join in requisitioning any general or class meeting of Linda for the purposes of considering a Relevant Resolution and to require Linda pursuant to section 376 Companies Act 1985 to give notice of such a resolution only in accordance with Amerada Hess's directions;
- (c) I shall cause the registered holder(s) of any Beneficial Shares and any Further Beneficial Shares to comply with paragraphs 4.1(a) and 4.1(b).

4.2 For the purpose of voting or causing votes to be cast on a Relevant Resolution, I shall execute any form of proxy required by Amerada Hess appointing any person nominated by Amerada Hess to attend and vote at the relevant general meeting of Linda .

4.3 A "Relevant Resolution" means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of Linda, or at an adjourned meeting, the passing of which is necessary to implement the Offer or which, if passed, might result in any condition of the Offer not being fulfilled or which might impede or frustrate the Offer in any way;
- (b) a resolution to adjourn a general or class meeting of Linda whose business includes the consideration of a resolution falling within paragraph 4.3(a); and
- (c) a resolution to amend a resolution falling within paragraph 4.3(a) or paragraph 4.3(b).

Documentation

5.1 I consent to:

- (a) the inclusion of references to me and this undertaking in Amerada Hess's announcement of the Offer (the "Press Announcement") as they appear in the attached draft of the Press Announcement;
- (b) particulars of this undertaking and my holdings of, and dealings in, relevant securities of Linda and Amerada Hess being included in the Offer Document and any other related or ancillary document as required by the Code; and
- (c) this undertaking being available for inspection until the end of the offer period (as defined in the Code).

5.2 I shall promptly give you all information and any assistance as you may reasonably require for the preparation of the Offer Document and all related and ancillary documents in order to comply with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body. I shall immediately notify you in writing of any material change in the accuracy or impact of any information previously given to you.

Secrecy

6. I will keep secret the possibility, terms and conditions of the Offer and the existence and terms of this undertaking until the Press Announcement is released provided that I may disclose the same to Linda and its advisers in which case I will use reasonable endeavours to ensure that they observe secrecy in the same terms. The obligations in this paragraph will survive termination of this undertaking.

Interpretation

7. In this undertaking the "Offer" means the offer to be made by or on behalf of Amerada Hess to acquire ordinary shares of 25p each in the capital of Linda on substantially the terms of the Press Announcement or on such other terms as may be agreed between Amerada Hess and Linda or as may be required to comply with the requirements of the Panel on Takeovers and Mergers (the "Panel"), the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the "Offer" also includes any new, increased, renewed or revised offer made by or on behalf of Amerada Hess to acquire shares in Linda, provided that the terms of such offer are, in the opinion of Goldman Sachs, no less favourable to acceptors than the terms set out in the Press Announcement.

Time of the Essence

8. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

The Offer

9.1 Subject to paragraph 9.2, Amerada Hess agrees to make the Offer if the Press Announcement is published, with Amerada Hess's prior approval, in substantially the form attached (or in such other form as may be agreed between Amerada Hess and LASMO or as may be required to comply with the requirements of the Panel on Takeovers and Mergers (the "Panel")) by not later than 8 November 2000. Approval of the release of the Press Announcement is at Amerada Hess's absolute discretion.

9.2 Amerada Hess will not be obliged to make or proceed with the Offer if, after the Press Announcement is published:

- (a) the Panel consents to Amerada Hess not proceeding with the Offer; or
- (b) Amerada Hess is no longer required by the City Code of Takeovers and Mergers (the "Code") to proceed with the Offer.

9.3 Amerada Hess shall have no liability to me for any failure to make or implement the Offer and I will not be entitled to specific performance of Clause 9.1 if, in each case, Amerada Hess has become aware that any condition of the Offer as set out in the Press Announcement has become incapable of being fulfilled.

9.4 My obligations under this agreement will lapse if:

- (a) the Press Announcement is not released on 8 November 2000; or
- (b) the Offer is not made in any of the circumstances referred to in paragraph 9.2,

and in these circumstances neither party will have any claim against the other except in respect of any prior breach.

If the undertaking lapses, I shall have no claim against Amerada Hess.

Director's undertakings

10.1 As a director of Linda, I shall use my best endeavours to procure that Linda and the board of directors of Linda:

- (a) provide all assistance which Amerada Hess reasonably requests to enable it to prepare the Offer Document and all related and ancillary documents in accordance with the requirements of the Code, the SEC, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body;
- (b) provide all assistance which Amerada Hess reasonably requests to Amerada Hess as may be required to obtain the clearances and consents referred to in the Press Announcement;
- (c) if the Offer becomes unconditional in all respects, promptly approve the appointment as director(s) of Linda of the persons nominated by Amerada Hess and, if required by Amerada Hess, I shall resign as a director of Linda ;
- (d) agree to any extension of time limits in the Code for posting of this Offer which Amerada Hess requests and which the Panel approves; and
- (e) not make (and that no-one makes on behalf of Linda):
 - (i) any announcement before the Press Announcement is released which refers expressly or implicitly to Amerada Hess; or
 - (ii) any other announcement in connection with the Offer without prior consultation with Amerada Hess,

unless Amerada Hess consents in writing or the relevant announcement is required by law or any regulatory provision.

10.2 I shall:

- (a) not directly or indirectly solicit any person other than Amerada Hess to propose or announce any offer for or any scheme of arrangement in respect of any shares or other securities of Linda; or
- (b) not directly or indirectly initiate any discussions with, or provide any information to, any person who is or may be considering proposing or announcing such an offer or scheme; or
- (c) recommend acceptance of the Offer to Linda shareholders and not modify, qualify or withdraw that recommendation at any time, except insofar as

to do so would be inconsistent with my duties as a Director of LASMO.

10.3 I shall promptly inform you of any approach by a third party which may lead to an offer for Linda or the occurrence of any matter referred to above and will keep you fully informed of the same (but not of the value of the relevant proposal or the identity of its proponent).

10.4 I confirm that I know of no matter or circumstance which might mean that any condition of the Offer set out in the Press Announcement cannot be fulfilled. I will have no liability to Amerada Hess in respect of this confirmation.

Confirmation

11. I confirm that in signing this letter I am not a customer of Goldman Sachs for the purposes of the Rules of The Securities and Futures Authority and that Goldman Sachs does not owe me any of the duties which it owes to its customers. I confirm that I have had an adequate opportunity to consider whether or not to give this undertaking and to obtain independent advice.

Power of Attorney

12.1 In order to secure the performance of my obligations under this undertaking, I appoint any director of Amerada Hess as my attorney:

- (a) if I fail to accept or to procure acceptance of the Offer in accordance with paragraphs 3(a), 3(b) or 3(c) or if I fail to accept the offer referred to in paragraph 3(d) in accordance with that paragraph, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to accept such offers in respect of the Linda Shares, the Beneficial Shares, any Further Linda Shares and the options referred to in paragraph 3(d) (as appropriate); and
- (b) to execute any form of proxy required by Amerada Hess appointing any person nominated by Amerada Hess to attend and vote on a Relevant Resolution (as defined in paragraph 4.3) at a general meeting of Linda.

12.2 I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the Offer closes, lapses or is withdrawn.

Specific Performance

13. I agree that, if I fail to accept the Offer in accordance with this undertaking or breach any of my obligations, damages would not be an adequate remedy and accordingly Amerada Hess shall be entitled to the remedy of specific performance.

14. General

14.1 The obligations I have accepted under this agreement are without prejudice to any rights of Amerada Hess or Goldman Sachs at common law or equity. Invalidity of any provision of this agreement will not affect any other provision.

14.2 Any failure or delay by any person in exercising any right, power or privilege under this agreement will not comprise a waiver and a single or partial exercise will not restrict any further exercise.

14.3 This agreement is governed by and is to be construed in accordance with English law and each of the parties submits to the exclusive jurisdiction of the English courts for all purposes in connection with this agreement.

SCHEDULE

Existing Shares

PART A - Registered Holdings of Linda Ordinary Shares

Registered Holder	Ordinary Shares of 25p each
(Print name of giver of undertaking)	
TIMOTHY PIENNE BRENNAND	16,807

PART B - Beneficial Holdings of Linda Ordinary Shares

Beneficial Owner	Ordinary Shares of 25p each
(Print name)	

- - - - -

PART C - Options and other rights to acquire Linda securities (including options)

Holder	Type of option
(Print name)	

- - - - -

SIGNED and DELIVERED as a DEED by.....

Yours faithfully,

Signature: JOSEPH DARBY as attorney

Name: JOSEPH DARBY as attorney

Signature of witness: AO BRIEN

Name: AO BRIEN

Address: 101 Bishopsgate
London EC2M 3XH
Solicitor

To: Amerada Hess Corporation plc ("Amerada Hess")
and Goldman Sachs International ("Goldman Sachs")

November 2000

Dear Sirs,

I understand that Amerada Hess intends to make an offer to acquire all the issued ordinary share capital of Linda plc ("Linda") substantially on the terms of the attached draft press announcement. This letter sets out the terms and conditions on which I will accept the Offer (as defined in paragraph 7 of this undertaking) when it is made.

Shareholdings

1. I represent and warrant to Amerada Hess that:
 - (a) I am the registered holder and beneficial owner of the number of ordinary shares of 25p each in the capital of Linda shown in Part A of the Schedule (the "Linda Shares") and that I hold these free of any lien, charge, option, equity or encumbrance and free from any third party right or interest;
 - (b) I am the beneficial owner (but not registered holder) of the number of ordinary shares of 25p each in the capital of Linda shown in Part B of the Schedule (the "Beneficial Shares") and that I hold these free of any lien, charge, option, equity or encumbrance and free from any third party right or interest;
 - (c) the information set out in the Schedule regarding the shares of Linda in which I am interested is complete and accurate;
 - (d) the Schedule contains complete and accurate details of all options, warrants and other rights I may have to subscribe for, purchase or otherwise acquire any securities of Linda; and
 - (e) I have full power and authority to enter into this undertaking, to perform the obligations under it and to accept the Offer in respect of the Linda shares.

Dealings

2. I undertake to Amerada Hess that before the Offer closes, lapses or is withdrawn, I shall not:
 - (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of any Linda Shares or any Beneficial Shares or any other shares or securities in Linda issued or unconditionally allotted to me or otherwise acquired by me before then ("Further Linda Shares") other than pursuant to my acceptance of the Offer;
 - (b) accept any other offer in respect of the shares or securities referred to in paragraph 2(a);
 - (c) (other than pursuant to the Offer) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
 - (i) to do any of the acts referred to in paragraphs 2(a) or 2(b);
 - (ii) in relation to, or operating by reference to, the Linda Shares, the Beneficial Shares or any Further Linda Shares; or
 - (iii) which, in relation to the Linda Shares, the Beneficial Shares or any Further Linda Shares, would or might restrict or impede me accepting the Offer,

and for the avoidance of doubt, references in this paragraph 2(c) to any agreement, arrangement or obligation includes any agreement, arrangement or obligation whether or not legally binding or subject to any condition or which is to take effect if the Offer closes or lapses or if this undertaking ceases to be binding or following any other event; or
 - (d) save for the acquisition of any further shares in Linda on the exercise of options referred to in Part C of the Schedule, I shall not purchase, sell or otherwise deal in any shares or other securities of Linda or Amerada Hess or any interest therein (including any derivatives referenced to such securities).

Undertaking to accept the Offer

3. In consideration of Amerada Hess's agreement in paragraph 9.1 to make the Offer, I undertake to Amerada Hess that:
 - (a) I shall accept the Offer in respect of the Linda Shares in accordance with the procedure for acceptance set out in the formal document containing the Offer (the "Offer Document") not later than seven days after Amerada Hess posts the Offer Document to Linda shareholders and shall perform the agreement to which that acceptance gives rise, in accordance with the relevant provisions of the Offer Document;
 - (b) I shall take all action within my power to procure that the registered holder of the Beneficial Securities accepts the Offer in accordance with the relevant provisions of the Offer Document and performs the agreement to which that acceptance gives rise, in accordance with the

relevant provisions of the Offer Document;

- (c) I shall accept the Offer in respect of any Further Linda Shares in accordance with the procedure for acceptance set out in the Offer Document not later than two days after the date I become the registered holder of the Further Linda Shares and shall perform the agreement to which that acceptance gives rise, in accordance with the relevant provisions of the Offer Document;
- (d) I shall take all action within my power to procure that the registered holder of any further ordinary shares in Linda in which I acquire a beneficial interest after the date of this undertaking but of which I do not become the registered holder ("Further Beneficial Shares") accepts the offer and performs the agreement to which that acceptance gives rise in accordance with the relevant provisions of the Offer Document.
- (e) I shall not withdraw any acceptances of the Offer and shall cause the registered holder(s) of any Beneficial Shares and any Further Beneficial Shares not to do so; and
- (f) pursuant to the Offer, Amerada Hess will acquire the Linda Shares, the Beneficial Shares and any Further Linda Shares from me free of any lien, charge, option, equity or encumbrance and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking.

Voting Rights

4.1 From the time Amerada Hess announces the Offer to the time the Offer becomes wholly unconditional, lapses or is withdrawn:

- (a) I shall exercise the votes attaching to my Linda Shares and any Further Linda Shares on a Relevant Resolution (as defined in paragraph 4.3) only in accordance with Amerada Hess's directions;
- (b) I shall exercise the rights attaching to my Linda Shares and any Further Linda Shares to requisition or join in requisitioning any general or class meeting of Linda for the purposes of considering a Relevant Resolution and to require Linda pursuant to section 376 Companies Act 1985 to give notice of such a resolution only in accordance with Amerada Hess's directions;
- (c) I shall cause the registered holder(s) of any Beneficial Shares and any Further Beneficial Shares to comply with paragraphs 4.1(a) and 4.1(b).

4.2 For the purpose of voting or causing votes to be cast on a Relevant Resolution, I shall execute any form of proxy required by Amerada Hess appointing any person nominated by Amerada Hess to attend and vote at the relevant general meeting of Linda .

4.3 A "Relevant Resolution" means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of Linda, or at an adjourned meeting, the passing of which is necessary to implement the Offer or which, if passed, might result in any condition of the Offer not being fulfilled or which might impede or frustrate the Offer in any way;
- (b) a resolution to adjourn a general or class meeting of Linda whose business includes the consideration of a resolution falling within paragraph 4.3(a); and
- (c) a resolution to amend a resolution falling within paragraph 4.3(a) or paragraph 4.3(b).

Documentation

5.1 I consent to:

- (a) the inclusion of references to me and this undertaking in Amerada Hess's announcement of the Offer (the "Press Announcement") as they appear in the attached draft of the Press Announcement;
- (b) particulars of this undertaking and my holdings of, and dealings in, relevant securities of Linda and Amerada Hess being included in the Offer Document and any other related or ancillary document as required by the Code; and
- (c) this undertaking being available for inspection until the end of the offer period (as defined in the Code).

5.2 I shall promptly give you all information and any assistance as you may reasonably require for the preparation of the Offer Document and all related and ancillary documents in order to comply with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body. I shall immediately notify you in writing of any material change in the accuracy or impact of any information previously given to you.

Secrecy

6. I will keep secret the possibility, terms and conditions of the Offer and the existence and terms of this undertaking until the Press Announcement is released provided that I may disclose the same to Linda and its advisers in which case I will use reasonable endeavours to ensure that they observe secrecy in the same terms. The obligations in this paragraph will survive termination of this undertaking.

Interpretation

7. In this undertaking the "Offer" means the offer to be made by or on behalf of Amerada Hess to acquire ordinary shares of 25p each in the capital of Linda on substantially the terms of the Press Announcement or on such other terms as may be agreed between Amerada Hess and Linda or as may be required to comply with the requirements of the Panel on Takeovers and Mergers (the "Panel"), the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the "Offer" also includes any new, increased, renewed or revised offer made by or on behalf of Amerada Hess to acquire shares in Linda, provided that the terms of such offer are, in the opinion of Goldman Sachs, no less favourable to acceptors than the terms set out in the Press Announcement.

Time of the Essence

8. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

The Offer

9.1 Subject to paragraph 9.2, Amerada Hess agrees to make the Offer if the Press Announcement is published, with Amerada Hess's prior approval, in substantially the form attached (or in such other form as may be agreed between Amerada Hess and LASMO or as may be required to comply with the requirements of the Panel on Takeovers and Mergers (the "Panel")) by not later than 8 November 2000. Approval of the release of the Press Announcement is at Amerada Hess's absolute discretion.

9.2 Amerada Hess will not be obliged to make or proceed with the Offer if, after the Press Announcement is published:

- (a) the Panel consents to Amerada Hess not proceeding with the Offer; or
- (b) Amerada Hess is no longer required by the City Code of Takeovers and Mergers (the "Code") to proceed with the Offer.

9.3 Amerada Hess shall have no liability to me for any failure to make or implement the Offer and I will not be entitled to specific performance of Clause 9.1 if, in each case, Amerada Hess has become aware that any condition of the Offer as set out in the Press Announcement has become incapable of being fulfilled.

9.4 My obligations under this agreement will lapse if:

- (a) the Press Announcement is not released on 8 November 2000; or
- (b) the Offer is not made in any of the circumstances referred to in paragraph 9.2,

and in these circumstances neither party will have any claim against the other except in respect of any prior breach.

If the undertaking lapses, I shall have no claim against Amerada Hess.

Director's undertakings

10.1 As a director of Linda, I shall use my best endeavours to procure that Linda and the board of directors of Linda:

- (a) provide all assistance which Amerada Hess reasonably requests to enable it to prepare the Offer Document and all related and ancillary documents in accordance with the requirements of the Code, the SEC, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body;
- (b) provide all assistance which Amerada Hess reasonably requests to Amerada Hess as may be required to obtain the clearances and consents referred to in the Press Announcement;
- (c) if the Offer becomes unconditional in all respects, promptly approve the appointment as director(s) of Linda of the persons nominated by Amerada Hess and, if required by Amerada Hess, I shall resign as a director of Linda ;
- (d) agree to any extension of time limits in the Code for posting of this Offer which Amerada Hess requests and which the Panel approves; and
- (e) not make (and that no-one makes on behalf of Linda):
 - (i) any announcement before the Press Announcement is released which refers expressly or implicitly to Amerada Hess; or
 - (ii) any other announcement in connection with the Offer without prior consultation with Amerada Hess,

unless Amerada Hess consents in writing or the relevant announcement is required by law or any regulatory provision.

10.2 I shall:

- (a) not directly or indirectly solicit any person other than Amerada Hess to propose or announce any offer for or any scheme of arrangement in respect of any shares or other securities of Linda; or
- (b) not directly or indirectly initiate any discussions with, or provide any information to, any person who is or may be considering proposing or announcing such an offer or scheme; or
- (c) recommend acceptance of the Offer to Linda shareholders and not modify, qualify or withdraw that recommendation at any time, except insofar as

to do so would be inconsistent with my duties as a Director of LASMO.

10.3 I shall promptly inform you of any approach by a third party which may lead to an offer for Linda or the occurrence of any matter referred to above and will keep you fully informed of the same (but not of the value of the relevant proposal or the identity of its proponent).

10.4 I confirm that I know of no matter or circumstance which might mean that any condition of the Offer set out in the Press Announcement cannot be fulfilled. I will have no liability to Amerada Hess in respect of this confirmation.

Confirmation

11. I confirm that in signing this letter I am not a customer of Goldman Sachs for the purposes of the Rules of The Securities and Futures Authority and that Goldman Sachs does not owe me any of the duties which it owes to its customers. I confirm that I have had an adequate opportunity to consider whether or not to give this undertaking and to obtain independent advice.

Power of Attorney

12.1 In order to secure the performance of my obligations under this undertaking, I appoint any director of Amerada Hess as my attorney:

- (a) if I fail to accept or to procure acceptance of the Offer in accordance with paragraphs 3(a), 3(b) or 3(c) or if I fail to accept the offer referred to in paragraph 3(d) in accordance with that paragraph, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to accept such offers in respect of the Linda Shares, the Beneficial Shares, any Further Linda Shares and the options referred to in paragraph 3(d) (as appropriate); and
- (b) to execute any form of proxy required by Amerada Hess appointing any person nominated by Amerada Hess to attend and vote on a Relevant Resolution (as defined in paragraph 4.3) at a general meeting of Linda.

12.2 I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the Offer closes, lapses or is withdrawn.

Specific Performance

13. I agree that, if I fail to accept the Offer in accordance with this undertaking or breach any of my obligations, damages would not be an adequate remedy and accordingly Amerada Hess shall be entitled to the remedy of specific performance.

14. General

14.1 The obligations I have accepted under this agreement are without prejudice to any rights of Amerada Hess or Goldman Sachs at common law or equity. Invalidity of any provision of this agreement will not affect any other provision.

14.2 Any failure or delay by any person in exercising any right, power or privilege under this agreement will not comprise a waiver and a single or partial exercise will not restrict any further exercise.

14.3 This agreement is governed by and is to be construed in accordance with English law and each of the parties submits to the exclusive jurisdiction of the English courts for all purposes in connection with this agreement.

SCHEDULE

Existing Shares

PART A - Registered Holdings of Linda Ordinary Shares

Registered Holder	Ordinary Shares of 25p each
(Print name of giver of undertaking) HUGH EDWARD NORTON	12,442

PART B - Beneficial Holdings of Linda Ordinary Shares

Beneficial Owner	Ordinary Shares of 25p each
(Print name) -----	

PART C - Options and other rights to acquire Linda securities (including options)

Holder (Print name) NONE	Type of option
--------------------------------	----------------

SIGNED and DELIVERED as a DEED by.....

Yours faithfully,

Signature: HUGH NORTON

Name: HUGH NORTON

in the presence of:

Signature of witness: FJ HARCUP

Name: FJ HARCUP

Address: 1A Portland Road
London W11 4LH

To: Amerada Hess Corporation plc ("Amerada Hess")
and Goldman Sachs International ("Goldman Sachs")

6 November 2000

Dear Sirs,

I understand that Amerada Hess intends to make an offer to acquire all the issued ordinary share capital of Linda plc ("Linda") substantially on the terms of the attached draft press announcement. This letter sets out the terms and conditions on which I will accept the Offer (as defined in paragraph 7 of this undertaking) when it is made.

Shareholdings

1. I represent and warrant to Amerada Hess that:

- (a) I am the registered holder and beneficial owner of the number of ordinary shares of 25p each in the capital of Linda shown in Part A of the Schedule (the "Linda Shares") and that I hold these free of any lien, charge, option, equity or encumbrance and free from any third party right or interest;
- (b) I am the beneficial owner (but not registered holder) of the number of ordinary shares of 25p each in the capital of Linda shown in Part B of the Schedule (the "Beneficial Shares") and that I hold these free of any lien, charge, option, equity or encumbrance and free from any third party right or interest;
- (c) the information set out in the Schedule regarding the shares of Linda in which I am interested is complete and accurate;
- (d) the Schedule contains complete and accurate details of all options, warrants and other rights I may have to subscribe for, purchase or otherwise acquire any securities of Linda; and
- (e) I have full power and authority to enter into this undertaking, to perform the obligations under it and to accept the Offer in respect of the Linda shares.

Dealings

2. I undertake to Amerada Hess that before the Offer closes, lapses or is withdrawn, I shall not:

- (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of any Linda Shares or any Beneficial Shares or any other shares or securities in Linda issued or unconditionally allotted to me or otherwise acquired by me before then ("Further Linda Shares") other than pursuant to my acceptance of the Offer;
- (b) accept any other offer in respect of the shares or securities referred to in paragraph 2(a);
- (c) (other than pursuant to the Offer) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
 - (i) to do any of the acts referred to in paragraphs 2(a) or 2(b);
 - (ii) in relation to, or operating by reference to, the Linda Shares, the Beneficial Shares or any Further Linda Shares; or
 - (iii) which, in relation to the Linda Shares, the Beneficial Shares or any Further Linda Shares, would or might restrict or impede me accepting the Offer,

and for the avoidance of doubt, references in this paragraph 2(c) to any agreement, arrangement or obligation includes any agreement, arrangement or obligation whether or not legally binding or subject to any condition or which is to take effect if the Offer closes or lapses or if this undertaking ceases to be binding or following any other event; or

- (d) save for the acquisition of any further shares in Linda on the exercise of options referred to in Part C of the Schedule, I shall not purchase, sell or otherwise deal in any shares or other securities of Linda or Amerada Hess or any interest therein (including any derivatives referenced to such securities).

Undertaking to accept the Offer

3. In consideration of Amerada Hess's agreement in paragraph 9.1 to make the Offer, I undertake to Amerada Hess that:

- (a) I shall accept the Offer in respect of the Linda Shares in accordance with the procedure for acceptance set out in the formal document containing the Offer (the "Offer Document") not later than seven days after Amerada Hess posts the Offer Document to Linda shareholders and shall perform the agreement to which that acceptance gives rise, in accordance with the relevant provisions of the Offer Document;
- (b) I shall take all action within my power to procure that the registered holder of the Beneficial Securities accepts the Offer in accordance with the relevant provisions of the Offer Document and performs the agreement to which that acceptance gives rise, in accordance with the

relevant provisions of the Offer Document;

- (c) I shall accept the Offer in respect of any Further Linda Shares in accordance with the procedure for acceptance set out in the Offer Document not later than two days after the date I become the registered holder of the Further Linda Shares and shall perform the agreement to which that acceptance gives rise, in accordance with the relevant provisions of the Offer Document;
- (d) I shall take all action within my power to procure that the registered holder of any further ordinary shares in Linda in which I acquire a beneficial interest after the date of this undertaking but of which I do not become the registered holder ("Further Beneficial Shares") accepts the offer and performs the agreement to which that acceptance gives rise in accordance with the relevant provisions of the Offer Document.
- (e) I shall not withdraw any acceptances of the Offer and shall cause the registered holder(s) of any Beneficial Shares and any Further Beneficial Shares not to do so; and
- (f) pursuant to the Offer, Amerada Hess will acquire the Linda Shares, the Beneficial Shares and any Further Linda Shares from me free of any lien, charge, option, equity or encumbrance and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking.

Voting Rights

4.1 From the time Amerada Hess announces the Offer to the time the Offer becomes wholly unconditional, lapses or is withdrawn:

- (a) I shall exercise the votes attaching to my Linda Shares and any Further Linda Shares on a Relevant Resolution (as defined in paragraph 4.3) only in accordance with Amerada Hess's directions;
- (b) I shall exercise the rights attaching to my Linda Shares and any Further Linda Shares to requisition or join in requisitioning any general or class meeting of Linda for the purposes of considering a Relevant Resolution and to require Linda pursuant to section 376 Companies Act 1985 to give notice of such a resolution only in accordance with Amerada Hess's directions;
- (c) I shall cause the registered holder(s) of any Beneficial Shares and any Further Beneficial Shares to comply with paragraphs 4.1(a) and 4.1(b).

4.2 For the purpose of voting or causing votes to be cast on a Relevant Resolution, I shall execute any form of proxy required by Amerada Hess appointing any person nominated by Amerada Hess to attend and vote at the relevant general meeting of Linda .

4.3 A "Relevant Resolution" means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of Linda, or at an adjourned meeting, the passing of which is necessary to implement the Offer or which, if passed, might result in any condition of the Offer not being fulfilled or which might impede or frustrate the Offer in any way;
- (b) a resolution to adjourn a general or class meeting of Linda whose business includes the consideration of a resolution falling within paragraph 4.3(a); and
- (c) a resolution to amend a resolution falling within paragraph 4.3(a) or paragraph 4.3(b).

Documentation

5.1 I consent to:

- (a) the inclusion of references to me and this undertaking in Amerada Hess's announcement of the Offer (the "Press Announcement") as they appear in the attached draft of the Press Announcement;
- (b) particulars of this undertaking and my holdings of, and dealings in, relevant securities of Linda and Amerada Hess being included in the Offer Document and any other related or ancillary document as required by the Code; and
- (c) this undertaking being available for inspection until the end of the offer period (as defined in the Code).

5.2 I shall promptly give you all information and any assistance as you may reasonably require for the preparation of the Offer Document and all related and ancillary documents in order to comply with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body. I shall immediately notify you in writing of any material change in the accuracy or impact of any information previously given to you.

Secrecy

6. I will keep secret the possibility, terms and conditions of the Offer and the existence and terms of this undertaking until the Press Announcement is released provided that I may disclose the same to Linda and its advisers in which case I will use reasonable endeavours to ensure that they observe secrecy in the same terms. The obligations in this paragraph will survive termination of this undertaking.

Interpretation

7. In this undertaking the "Offer" means the offer to be made by or on behalf of Amerada Hess to acquire ordinary shares of 25p each in the capital of Linda on substantially the terms of the Press Announcement or on such other terms as may be agreed between Amerada Hess and Linda or as may be required to comply with the requirements of the Panel on Takeovers and Mergers (the "Panel"), the Financial Services Authority or the London Stock Exchange. A reference in this undertaking to the "Offer" also includes any new, increased, renewed or revised offer made by or on behalf of Amerada Hess to acquire shares in Linda, provided that the terms of such offer are, in the opinion of Goldman Sachs, no less favourable to acceptors than the terms set out in the Press Announcement.

Time of the Essence

8. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

The Offer

9.1 Subject to paragraph 9.2, Amerada Hess agrees to make the Offer if the Press Announcement is published, with Amerada Hess's prior approval, in substantially the form attached (or in such other form as may be agreed between Amerada Hess and LASMO or as may be required to comply with the requirements of the Panel on Takeovers and Mergers (the "Panel")) by not later than 8 November 2000. Approval of the release of the Press Announcement is at Amerada Hess's absolute discretion.

9.2 Amerada Hess will not be obliged to make or proceed with the Offer if, after the Press Announcement is published:

- (a) the Panel consents to Amerada Hess not proceeding with the Offer; or
- (b) Amerada Hess is no longer required by the City Code of Takeovers and Mergers (the "Code") to proceed with the Offer.

9.3 Amerada Hess shall have no liability to me for any failure to make or implement the Offer and I will not be entitled to specific performance of Clause 9.1 if, in each case, Amerada Hess has become aware that any condition of the Offer as set out in the Press Announcement has become incapable of being fulfilled.

9.4 My obligations under this agreement will lapse if:

- (a) the Press Announcement is not released on 8 November 2000; or
- (b) the Offer is not made in any of the circumstances referred to in paragraph 9.2,

and in these circumstances neither party will have any claim against the other except in respect of any prior breach.

If the undertaking lapses, I shall have no claim against Amerada Hess.

Director's undertakings

10.1 As a director of Linda, I shall use my best endeavours to procure that Linda and the board of directors of Linda:

- (a) provide all assistance which Amerada Hess reasonably requests to enable it to prepare the Offer Document and all related and ancillary documents in accordance with the requirements of the Code, the SEC, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body;
- (b) provide all assistance which Amerada Hess reasonably requests to Amerada Hess as may be required to obtain the clearances and consents referred to in the Press Announcement;
- (c) if the Offer becomes unconditional in all respects, promptly approve the appointment as director(s) of Linda of the persons nominated by Amerada Hess and, if required by Amerada Hess, I shall resign as a director of Linda ;
- (d) agree to any extension of time limits in the Code for posting of this Offer which Amerada Hess requests and which the Panel approves; and
- (e) not make (and that no-one makes on behalf of Linda):
 - (i) any announcement before the Press Announcement is released which refers expressly or implicitly to Amerada Hess; or
 - (ii) any other announcement in connection with the Offer without prior consultation with Amerada Hess,

unless Amerada Hess consents in writing or the relevant announcement is required by law or any regulatory provision.

10.2 I shall:

- (a) not directly or indirectly solicit any person other than Amerada Hess to propose or announce any offer for or any scheme of arrangement in respect of any shares or other securities of Linda; or
- (b) not directly or indirectly initiate any discussions with, or provide any information to, any person who is or may be considering proposing or announcing such an offer or scheme; or
- (c) recommend acceptance of the Offer to Linda shareholders and not modify, qualify or withdraw that recommendation at any time, except insofar as

to do so would be inconsistent with my duties as a Director of LASMO.

10.3 I shall promptly inform you of any approach by a third party which may lead to an offer for Linda or the occurrence of any matter referred to above and will keep you fully informed of the same (but not of the value of the relevant proposal or the identity of its proponent).

10.4 I confirm that I know of no matter or circumstance which might mean that any condition of the Offer set out in the Press Announcement cannot be fulfilled. I will have no liability to Amerada Hess in respect of this confirmation.

Confirmation

11. I confirm that in signing this letter I am not a customer of Goldman Sachs for the purposes of the Rules of The Securities and Futures Authority and that Goldman Sachs does not owe me any of the duties which it owes to its customers. I confirm that I have had an adequate opportunity to consider whether or not to give this undertaking and to obtain independent advice.

Power of Attorney

12.1 In order to secure the performance of my obligations under this undertaking, I appoint any director of Amerada Hess as my attorney:

- (a) if I fail to accept or to procure acceptance of the Offer in accordance with paragraphs 3(a), 3(b) or 3(c) or if I fail to accept the offer referred to in paragraph 3(d) in accordance with that paragraph, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to accept such offers in respect of the Linda Shares, the Beneficial Shares, any Further Linda Shares and the options referred to in paragraph 3(d) (as appropriate); and
- (b) to execute any form of proxy required by Amerada Hess appointing any person nominated by Amerada Hess to attend and vote on a Relevant Resolution (as defined in paragraph 4.3) at a general meeting of Linda.

12.2 I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the Offer closes, lapses or is withdrawn.

Specific Performance

13. I agree that, if I fail to accept the Offer in accordance with this undertaking or breach any of my obligations, damages would not be an adequate remedy and accordingly Amerada Hess shall be entitled to the remedy of specific performance.

14. General

14.1 The obligations I have accepted under this agreement are without prejudice to any rights of Amerada Hess or Goldman Sachs at common law or equity. Invalidity of any provision of this agreement will not affect any other provision.

14.2 Any failure or delay by any person in exercising any right, power or privilege under this agreement will not comprise a waiver and a single or partial exercise will not restrict any further exercise.

14.3 This agreement is governed by and is to be construed in accordance with English law and each of the parties submits to the exclusive jurisdiction of the English courts for all purposes in connection with this agreement.

SCHEDULE

Existing Shares

PART A - Registered Holdings of Linda Ordinary Shares

Registered Holder	Ordinary Shares of 25p each
-------------------	--------------------------------

(Print name of giver of undertaking)
- - - - -

PART B - Beneficial Holdings of Linda Ordinary Shares

Beneficial Owner	Ordinary Shares of 25p each
------------------	--------------------------------

(Print name)
ANTONY PEVERELL HICHENS 43,122

PART C - Options and other rights to acquire Linda securities (including options)

Holder	Type of option
--------	----------------

(Print name)
- - - - -

SIGNED and DELIVERED as a DEED by.....

Yours faithfully,

Signature: ANTONY PEVERELL HICHENS

Name: ANTONY PEVERELL HICHENS

in the presence of:

Signature of witness: AO BRIEN

Name AO BRIEN

Address 101 Bishopsgate
London EC2M 3YH
Solicitor

The Directors
 LASMO plc ("LASMO" or the "Company")
 101 Bishopsgate
 London EC2M 3XH

6 November 2000

STRICTLY PRIVATE & CONFIDENTIAL

Dear Sirs

We refer to our discussions concerning the proposed offer (the "Offer") by us for the ordinary shares in the capital of LASMO (the "Shares").

1.1 Subject to paragraph 1.2, Amerada Hess agrees to make the Offer if the Press Announcement is published by not later than 8 November 2000 with Amerada Hess's prior approval, in substantially the form attached (or in such other form as may be agreed between Amerada Hess and LASMO or as may be required to comply with the requirements of the Panel on Takeovers and Mergers (the "Panel")). Approval of the release of the Press Announcement is at Amerada Hess's absolute discretion.

1.2 Amerada Hess will not be obliged to make or proceed with the Offer if, after the Press Announcement is published:

- (a) the Panel consents to Amerada Hess not proceeding with the Offer; or
- (b) Amerada Hess is no longer required by the City Code on Takeovers and Mergers (the "Code") to proceed with the Offer.

1.3 Amerada Hess shall have no liability to LASMO for any failure to make or implement the Offer and LASMO will not be entitled to specific performance of Clause 1.1, if, in each case, Amerada Hess has become aware that any condition of the Offer as set out in the Press Announcement has become incapable of being fulfilled.

1.4 The obligations of LASMO under this agreement will lapse if:

- (a) the Press Announcement is not released on 8 November 2000; or
- (b) the Offer is not made in any of the circumstances referred to in paragraph 1.2,

and in those circumstances neither party will have any claim against the other in respect of any prior breach.

1.5 LASMO confirms to Amerada Hess that it will agree to any extension of time limits for posting the Offer in the Code which Amerada Hess approves and the Panel approves, or would approve if LASMO so agreed.

Exclusivity

2.1 LASMO agrees that it will not, and will procure that none of its subsidiary undertakings (or any of its or their respective directors, employees, advisers, agents or representatives acting in that capacity) will, directly or indirectly:

- (a) solicit or initiate the submission of proposals, indications of interest or offers of any kind from any person (other than us) in relation to any offer, scheme, merger or business combination, or similar transaction or arrangement which results in the ownership of all or a significant proportion of the Shares passing to any person (an "Alternative Proposal"); or
- (b) initiate any discussions or negotiations with any person in relation to any Alternative Proposal.

2.2 This Clause 2 will not prevent LASMO responding to any Alternative Proposal from any third party if LASMO has complied at all times with Clause 2.1 and each of its Directors and its Rule 3 advisers have complied with the terms of that Clause as if they were bound by it directly. If information about the affairs of LASMO or any of its subsidiary undertakings is given to another potential offeror, LASMO will provide the same information to us promptly.

3. LASMO will promptly (but not more than 24 hours after receipt of any Alternative Proposal), notify Amerada Hess of (a) any Alternative Proposal of which it or any of its officers becomes aware (b) any indication of which it or any of its officers becomes aware that any person is considering making an Alternative Proposal, and LASMO will at all times keep Amerada Hess informed of the status of any such Alternative Proposal. This Clause 3 will not require disclosure of the terms of any Alternative Proposal or the identity of its proponent.

4. LASMO confirms that neither it nor any of its officers nor its Rule 3 advisers have previously engaged in discussions which have not been terminated with respect to an Alternative Proposal.

5.1 LASMO's obligations under Clauses 1 to 4 will terminate if the Announcement in relation to the Offer is not made prior to midnight on 8 November 2000.

5.2 LASMO's obligations under Clauses 1 to 4 following the Announcement will terminate if, once made, the Offer lapses or is withdrawn.

Inducement Fee

6.1 Amerada Hess shall be entitled to payment of a sum calculated in accordance with Clause 5.2 if:

- (a) a Trigger Event occurs and, at any time prior to the end of the fourth month following the end of the Relevant Period, any person announces an intention (whether or not subject to any pre-condition) to implement an Alternative Proposal and that person consummates an Alternative Proposal (whether or not in the form announced) at any time during 2001 (for this purpose "Alternative Proposal" includes an acquisition or disposal of a material asset being one with a value exceeding (pound)100 million); or
- (b) during the Relevant Period, the directors of LASMO (i) fail to recommend unanimously LASMO Shareholders to accept the Offer; or (ii) withdraw any such recommendation, or (iii) qualify any such recommendation in a manner not previously approved by Amerada Hess (in each case irrespective of whether they could continue to recommend in good faith or in accordance with their duties); or
- (c) during the Relevant Period, LASMO or any of its directors voluntarily authorises or directs any action or omission which will give rise to a breach of this agreement by LASMO or prevent a condition to the Offer being satisfied in either case in a way which is material in the context of the Wider LASMO Group (as defined in the press announcement to be issued in connection with the Offer) or which otherwise requires LASMO shareholders' approval under the Takeover Code.

For these purposes, a "Trigger Event" will occur if during the Relevant Period:

- (a) any person makes public an interest in making, or an intention to make, an Alternative Proposal; or
- (b) any person together with any person acting in concert with it (within the meaning of the City Code) acquires or agrees to acquire, whether subject to conditions, pre-conditions or otherwise, shares and/or rights over shares (as defined in the City Code) as a result of which such persons hold shares or rights over shares carrying in aggregate more than 10% of the voting rights exercisable at general meetings of LASMO;

For these purposes and for the purposes of Clause 7 below, the "Relevant Period" is the period from the date of this Agreement until the Offer lapses or it is announced that the Offer will not be made or is withdrawn (whichever is earlier).

6.2 The amount payable by LASMO under Clause 6.1 shall be:

- (a) one per cent. of the amount that results from multiplying 180 pence per Company ordinary share by the number of issued ordinary shares in the capital of LASMO as at the date of this Agreement; or
- (b) if it is less than the amount specified in sub-paragraph (a), the maximum amount which, if deducted from the net assets of LASMO as at the date of this Agreement, would not reduce them to a material extent (all such expressions being interpreted in accordance with Section 152 of the Companies Act 1985); or
- (c) if it is less than the amount specified in sub-paragraph (b), the largest amount in respect of which the commitment of LASMO in Clause 6.1 can lawfully be given.

Such amount, once it has become payable, will be paid by LASMO without deduction, set-off or counterclaim within five business days following a written notice of demand for payment by Amerada Hess.

LASMO Holdings

7.1 LASMO confirms to Amerada Hess that:

- (a) Methodplan Ltd, registered in England with company number 2642814, ("Methodplan") is a wholly owned subsidiary of LASMO;
- (b) at the date hereof Methodplan is the beneficial owner of not less than 8,458,007 ordinary shares in the capital of LASMO (the "Methodplan Shares"), which are fully paid and held free from all liens, equities, charges, encumbrances and other interests;
- (c) no other subsidiary of LASMO is the legal or beneficial owner of any ordinary shares of LASMO; and
- (d) in connection with the LASMO Share Option Scheme dated 1984 (the "Executive Scheme"), the Monument Share Option Scheme, the LASMO International Plan and the Monument Oil and Gas Share Option Scheme dated 1987, the Methodplan Shares may, lawfully and in accordance with the terms of the Executive Scheme, be used to satisfy the exercise of share options granted to employees of LASMO and its subsidiaries.

7.2 Except as provided in Clause 7.4 or as previously approved by Amerada Hess, LASMO will procure that during the Relevant Period, Methodplan will not sell, transfer, charge, encumber, grant any right over or otherwise dispose of any Methodplan Shares (including pursuant to the Offer) and shall not acquire any further Shares.

7.3 LASMO will procure that Methodplan will accept the Offer in respect of such number of shares (not exceeding its holding) as Amerada Hess may direct no later than five London Stock Exchange dealing days after the date of the Offer Document and, if a mix and match election is available, will elect for the maximum amount of additional cash available (or such lesser amount of cash as Amerada Hess may direct).

7.4(a) Insofar as options are exercised after the date of this agreement:

- (i) under the Executive Scheme and in respect of approved options

under the Monument 1996 Share Option Scheme, LASMO will procure that such exercises are satisfied, as directed by Amerada Hess, by the transfer of the shares held by the trustee of the LASMO Employee Share Trust, if lawful, or by the lawful transfer of shares beneficially owned by Methodplan.

(ii) under the LASMO International Share Option Plan or the Monument Oil and Gas Share Option Scheme dated 1987 or the Monument 1996 Share Option Scheme (in the latter case as to the exercise of unapproved share options only), LASMO will ensure that such exercises are satisfied in cash by the payment of the amount required under the relevant schemes or, to the extent directed by Amerada Hess, by the lawful transfer of shares beneficially owned by Methodplan.

(b) Insofar as entitlements arise under the LASMO Equity Plan, LASMO will ensure that they are satisfied in cash by the payment of the amount required under the relevant schemes.

(c) The Company confirms to Amerada Hess that it will not exercise its discretion to satisfy entitlements under the LASMO Share Appreciation Rights Plan by issuing or procuring the transfer of any Shares.

Other Share Issues and Dividends

8.1 LASMO confirms to Amerada Hess that the information in Appendix A regarding the share capital of LASMO and the rights of the holders of options and other entitlements to require the allotment or transfer of any shares in the capital of LASMO (or any interest therein) is accurate and not misleading in all material respects and that there are no other entitlement not so shown.

8.2 LASMO agrees that, unless the Offer has lapsed or been withdrawn, it will not and it will procure that none of its subsidiaries will (except as agreed by Amerada Hess prior to the date of this Agreement):

(a) make any further awards or grant any further options or entitlements to Shares under any of the Executive Scheme, the LASMO International Share Option Plan, the Monument 1996 Share Option Scheme, the Monument Oil and Gas Share Option Scheme dated 1987, the LASMO SAYE Plan or the LASMO Equity Plan (together the "Schemes") or any other scheme or plan or otherwise or grant any other rights to any person to require the allotment or transfer of any Shares (or any interest therein); or

(b) grant any additional remuneration or benefits (or any entitlements thereto) to any of its senior executives.

8.3 Without limiting Clause 8.2, LASMO agrees that it will not allot or issue any further share capital except as required by the Schemes until the Offer shall have lapsed.

8.4 LASMO agrees that, unless the Offer has lapsed or been withdrawn, it will not recommend, declare, pay or make or propose any bonus, dividend or other distribution.

Further Assurance

9.1 Save to the extent that to do so would constitute a breach of the duties of its directors imposed on them by virtue of holding that office, LASMO agrees that it shall take or cause to be taken all such reasonable steps as are within its power and necessary to assist Amerada Hess in the preparation of necessary regulatory notices, applications and filings, obtaining necessary consents and authorisations and providing the necessary information to enable Amerada Hess to prepare a Form S-4 registration statement and offer document in accordance with the Takeover Code and other documentation required in connection with the Offer.

9.2 LASMO will cooperate with Amerada Hess in ascertaining the entitlements of employees under each of the Schemes, including, without limitation, providing promptly on request (i) all information reasonably requested by Amerada Hess on the number of Shares the subject of entitlements under each of the Schemes, (ii) any documentation relevant to the entitlements of employees under the Schemes, and (iii) details of exercises of shares options as they occur.

The terms of this letter shall be governed by and interpreted in accordance with English law and the courts of England are to have exclusive jurisdiction in respect of any disputes relating to it.

If you agree to the above terms, please indicate your agreement by signing and returning a copy of this letter.

Yours faithfully

J.B. HESS

for and on behalf of Amerada Hess

We confirm that we agree and accept the terms of this letter and intend to be legally bound by its terms

PAUL MURRAY
for and on behalf of LASMO plc

Dated ____ November 2000

Appendix A

Part 1. LASMO Executive Option Scheme

	Number	Number which can be satisfied in cash compulsorily	Number which can be satisfied by existing shares	Number which must be satisfied by new issue of shares
Maximum number of options exercisable or capable of exercise on a change of control from the date hereof until 30/6/2001	4,100,465	Nil	4,100,465	Nil
Maximum number of options exercisable or capable of exercise on a change of control where the offer value is between 140p and 220p from the date hereof until 30/6/2001	3,421,808	Nil	3,421,808	Nil

Part 2. LASMO International Plan

	Number	Number which can be satisfied in cash compulsorily	Number which can be satisfied by existing shares	Number which must be satisfied by new issue of shares
Maximum number of options exercisable or capable of exercise on a change of control from the date hereof until 30/6/2001	6,866,732	6,866,732	6,866,732	Nil
Maximum number of options exercisable or capable of exercise on a change of control where the offer value is between 140p and 220p from the date hereof until 30/6/2001	6,013,032	6,013,032	6,013,032	Nil

Part 3. Monument 1987 Share Option Scheme

	Number	Number which can be satisfied in cash compulsorily	Number which can be satisfied by existing shares	Number which can be satisfied by new issue of shares
Maximum number of options exercisable or capable of exercise on a change of control from the date hereof until 30/6/2001	106,010	106,010	Nil	106,010
Maximum number of options exercisable or capable of exercise on a change of control where the offer value is between 140p and 220p from the date hereof until 30/6/2001	106,010	106,010	Nil	106,010

Part 4. Monument 1996 Option Plan

	Number	Number which can be satisfied in cash compulsorily	Number which can be satisfied by existing shares	Number which must be satisfied by new issue of shares

Maximum number of options exercisable or capable of exercise on a change of control from the date hereof until 30/6/2001	3,217,471	2,830,609	3,217,471	Nil
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Maximum number of options exercisable or capable of exercise on a change of control where the offer value is between 140p and 220p from the date hereof until 30/6/2001	3,217,471	2,830,609	3,217,471	Nil
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Part 5. LASMO SAYE Plan

	Number	Number which can be satisfied in cash compulsorily	Number which can be satisfied by existing shares	Number which must be satisfied by new issue of shares
Maximum number of options exercisable or capable of exercise on a change of control under the LASMO SAYE Plan between the date hereof and 30/6/2001	3,219,971	Nil	Nil	3,219,971

Maximum number of options exercisable or capable of exercise on a change of control under the LASMO SAYE Plan where the offer value is between 140p and 220p from the date hereof until 30/6/2001	3,121,406	Nil	Nil	3,121,406
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Part 6. LASMO Share Appreciation Plan

	Number	Number which can be satisfied in cash compulsorily	Number which can be satisfied by existing shares	Number which must be satisfied by new issue of shares
Maximum number of options exercisable or capable of exercise on a change of control under the LASMO Share Appreciation Plan between the date hereof and 30/6/2001	Nil	Nil	Nil	Nil

Maximum number of options exercisable or capable of exercise on a change of control under the LASMO Share Appreciation Plan where the offer value is between 140p and 220p from the date hereof until 30/6/2001	Nil	Nil	Nil	Nil
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Part 7. LASMO Equity Plan

Base number of shares currently subject to awards under the plan

Proportion which can be satisfied in cash	100%
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Part 8. Other

Existing issued share capital of LASMO (by class)	1,344,328,323 ordinary shares of 25p each (including the shares beneficially held by Methodplan and 1,616,633 held by the trustee of the
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Authorised share capital of LASMO

1,703,812,700 ordinary
shares of 25p each

Number of shares held by any subsidiary
undertakings of LASMO

Not less than 8,458,007
(and not more than
8,658,007 beneficially held
by Methodplan

Number of shares issuable upon the
exercise of subscription rights or
conversion rights (save as disclosed in
Parts 1-7 above)

Only those shares which fail
to be issued upon conver-
sion of the 7 3/4% conver-
tible bonds due 2005. The
current conversion price is
541p per share.

To: Amerada Hess Corporation ("Amerada Hess")

and Goldman Sachs International ("Goldman Sachs")

5 November 2000

Dear Sirs,

Amerada Hess is proposing to make a general offer to acquire all of the issued and to be issued ordinary shares of LASMO plc ("LASMO") substantially on the terms of the attached draft press announcement (the "Press Announcement").

In consideration of Amerada Hess agreeing to make the Offer on the basis specified in paragraph 5, Electrafina S.A. ("Electrafina") has entered into this agreement with each of Amerada Hess and Goldman Sachs.

1. Shareholdings

Electrafina represents and warrants to Amerada Hess that:

- (a) Electrafina is the sole registered holder of the number of ordinary shares of 25p in LASMO referred to in the Schedule (the "LASMO Shares");
- (b) Electrafina holds its interests in the LASMO Shares and has power to sell and transfer the LASMO Shares under the Offer free from any lien, charge, option, equity or encumbrance and free from any third party right or interest;
- (c) neither Electrafina nor any of its subsidiaries has entered into any undischarged contract or arrangement under which it is required to dispose of any interest in the LASMO Shares;
- (d) Electrafina has full power and authority to enter into this undertaking and to perform its obligations under it without the need for any sanction or permission from any third party.

2. Dealings

2.1 Electrafina undertakes to Amerada Hess that, from (and including) the date of this agreement to (and including) the date on which the Offer becomes or is declared wholly unconditional, it will not (other than by acceptance of this Offer) sell any LASMO Shares or any interest therein;

3. Acceptance of the Offer

3.1 Electrafina undertakes to Amerada Hess that it will:

- (a) accept the Offer, in accordance with the relevant provisions of the document to be despatched on terms and conditions consistent with the Press Announcement to LASMO shareholders containing the Offer (the "Offer Document"), in respect of all the LASMO Shares and will perform the agreement to which that acceptance gives rise, in accordance with the relevant provisions of the Offer Document;
- (b) not withdraw any acceptances of the Offer.

3.2 The acceptances of the Offer which Electrafina is obliged to deliver or cause to be delivered pursuant to paragraph 3.1 will be delivered by not later than 4.00 p.m. on the day falling twenty one days after the date of the Offer Document.

4. Voting Rights

4.1 From (and including) the date of this undertaking to (and including) the date on which the Offer ceases to be open for acceptance:

- (a) Electrafina will exercise the voting rights attached to its LASMO Shares and any Further LASMO Shares on a Relevant Resolution (as defined in paragraph 4.3) only in accordance with Amerada Hess's directions; and
- (b) Electrafina will exercise the rights attaching to its LASMO Shares and any further LASMO Shares in order to requisition or join in requisitioning any general or class meeting of shareholders of LASMO for the purposes of considering a Relevant Resolution and to require LASMO pursuant to section 376 Companies Act 1985 to give notice of such a resolution only in accordance with Amerada Hess's directions.

4.2 For the purpose of casting votes or causing votes to be cast on a Relevant Resolution pursuant to paragraph 4.1, Electrafina will cause to be executed and delivered to Amerada Hess promptly any form of proxy required by Amerada Hess appointing a person nominated by Amerada Hess to attend and vote at the relevant general meeting of LASMO.

4.3 A "Relevant Resolution" means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of shareholders of LASMO, or at an adjourned meeting, the passing of which is necessary to implement the Offer or the passing of which or failure to pass which might result in any condition of the Offer not being fulfilled or which might impede or frustrate the Offer;
- (b) a resolution to adjourn a general or class meeting of shareholders of LASMO the business of which includes the consideration of a resolution of the kind referred to in sub-paragraph (a) above; and

(c) a resolution to amend any resolution of the kind referred to in sub-paragraphs (a) or (b) above.

5. The Offer

5.1 Subject to paragraph 5.2, Amerada Hess agrees to make the Offer if the Press Announcement is published, with Amerada Hess's prior approval, in substantially the form attached (or in such other form as may be agreed between Amerada Hess and LASMO or as may be required to comply with the requirements of the Panel on Takeovers and Mergers (the "Panel")) by not later than 6 November 2000 (or such later date as Amerada Hess and LASMO may agree). Approval of the release of the Press Announcement is at Amerada Hess's absolute discretion.

5.2 Amerada Hess will not be obliged to make or proceed with the Offer if, after the Press Announcement is published:

- (a) the Panel consents to Amerada Hess not proceeding with the Offer; or
- (b) Amerada Hess is no longer required by the City Code on Takeovers and Mergers (the "Code") to proceed with the Offer.

5.3 Amerada Hess shall have no liability to Electrafina for any failure to make or implement the Offer and Electrafina will not be entitled to specific performance of Clause 5.1, if, in each case, Amerada Hess has become aware that any condition of the Offer as set out in the Press Announcement has become incapable of being fulfilled.

5.4 The obligations of Electrafina under this agreement will lapse if:

- (a) the Press Announcement is not released on 6 November 2000 or such later date but no later than 30 November 2000 as Amerada Hess and LASMO may agree; or
- (b) the Offer is not made or Amerada Hess does not proceed with the Offer in any of the circumstances referred to in paragraph 5.2.

and in those circumstances neither party will have any claim against the other except in respect of any prior breach.

6. Documentation

6. Electrafina consents to:

- (a) the inclusion of references to Electrafina and this agreement in the Press Announcement;
- (b) particulars of this agreement and Electrafina's interests and dealings in relevant securities of LASMO being included in the Offer Document and any other related or ancillary document, to the extent required by the City Code on Takeovers and Mergers (the "Code") or in order to avoid a false market in securities of LASMO or Amerada Hess; and
- (c) this agreement being available for inspection until the end of the offer period (as defined in the Code).

7. Higher Competing Offer

7.1 Electrafina's obligations under paragraph 3 above will lapse if a Higher Competing Offer is made by a third party prior to the latest time for acceptance of the Offer (pursuant to this letter) in respect of any LASMO Shares.

7.2 For the purposes of this agreement a "Higher Competing Offer" means an offer by a third party for the fully diluted ordinary shares of 25p each in the capital of LASMO which has a value, upon the announcement of a firm intention on the part of the third party to make such offer (without a requirement for fulfilment of any precondition), for each share in LASMO to which it relates which is more than 110 per cent. of the lower of (a) 180p and (b) the Offer as at close of NYSE dealing on the NYSE dealing day immediately preceding such announcement translating the value of Amerada Hess shares from U.S. dollars to sterling at the exchange rate prevailing at the time.

8. Confirmation

Electrafina confirms that in relation to signing this agreement it is not a customer of Goldman Sachs for the purposes of the Rules of The Securities and Futures Authority and that Goldman Sachs does not owe it any of the duties which it owes to its customers.

9. Interpretation

In this agreement the "Offer" means the offer to be made by or on behalf of Amerada Hess to acquire ordinary shares of 25p in the capital of LASMO substantially on the terms of the Press Announcement or on such terms as may be required to comply with the requirements of the Panel. A reference in this agreement to the "Offer" also includes any new, increased, renewed, extended or revised offer made by or on behalf of Amerada Hess prior to the Offer lapsing, closing for acceptances or being withdrawn to acquire ordinary shares in LASMO.

10. Time of the Essence

Any time, date or period mentioned in this agreement may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

11. General

11.1 The obligations of Electrafina under this agreement are without prejudice to any rights of Amerada Hess or Goldman Sachs at common law or equity. Invalidity of any provision of this agreement will not affect any other

provision.

11.2 Any failure or delay by any person in exercising any right, power or privilege under this agreement will not comprise a waiver and a single or partial exercise will not restrict any further exercise.

11.3 This agreement is governed by and is to be construed in accordance with English law and each of the parties submits to the exclusive jurisdiction of the English courts for all purposes in connection with this agreement.

SCHEDULE

LASMO Shares

Registered Holder	Beneficial Owner	Ordinary Shares of 25p each in LASMO
Electrafina S.A.	Electrafina S.A.	98,336,161

EXECUTED by ELECTRAFINA S.A. by) -----

GERALD FAERE
(print name)

THIERRY de RUDDER

EXECUTED by AMERADA HESS) -----
CORPORATION by)

(print name)

To: Amerada Hess Corporation ("Amerada Hess")

and Goldman Sachs International ("Goldman Sachs")

5 November 2000

Dear Sirs,

Amerada Hess is proposing to make a general offer to acquire all of the issued and to be issued ordinary shares of LASMO plc ("LASMO") substantially on the terms of the attached draft press announcement (the "Press Announcement").

In consideration of Amerada Hess agreeing to make the Offer on the basis specified in paragraph 5, Schroders Investment Management Limited ("SIM") has entered into this agreement with each of Amerada Hess and Goldman Sachs.

1. Shareholdings

SIM represents and warrants to Amerada Hess that:

- (a) SIM has the power to cause to be sold and transferred in accordance with the terms of the Offer ___ ordinary shares of 25p in LASMO which are not registered in its name (the "Controlled Shares");
- (b) SIM has power to sell and transfer the Controlled Shares under the Offer free from any lien, charge, option, equity or encumbrance and free from any third party right or interest;
- (c) except as disclosed to Amerada Hess in writing, neither SIM nor any of its subsidiaries has entered into any contract or arrangement under which it is required to dispose of any interest in the Controlled Shares;
- (d) SIM has full power and authority to enter into this undertaking and to perform its obligations under it without the need for any sanction or permission from any third party.

2. Dealings

2.1 SIM undertakes to Amerada Hess that, from (and including) the date of this agreement to (and including) the date on which the Offer becomes or is declared wholly unconditional, it will not (other than by acceptance of this Offer) sell any Controlled Shares or any interest therein;

3. Acceptance of the Offer

3.1 SIM undertakes to Amerada Hess that it will:

- (a) take all action within its power to cause the registered holder of the Controlled Shares to accept the Offer in respect of all the Controlled Shares and to perform the agreement to which that acceptance gives rise, in accordance with the relevant provisions of the Offer Document;
- (b) not withdraw any acceptances of the Offer and will take all actions within its power to procure that the registered holder of any Controlled Shares will not do so.

3.2 The acceptances of the Offer which SIM is obliged to deliver or cause to be delivered pursuant to paragraph 3.1 will be delivered by not later than 4.00 p.m. on the day falling twenty one days after the date of the Offer Document.

3.3 If requested to do so, SIM will procure that the registered holder(s) of the Controlled Shares give Amerada Hess an undertaking in the terms of paragraph 4 of this undertaking.

4. Voting Rights

4.1 From (and including) the date of this undertaking to (and including) the date on which the Offer ceases to be open for acceptance:

- (a) SIM will procure the exercise of the voting rights attached to the Controlled Shares on a Relevant Resolution (as defined in paragraph 4.3) only in accordance with Amerada Hess's directions;
- (b) SIM will procure the exercise of the rights attaching to the Controlled Shares in order to requisition or join in requisitioning any general or class meeting of shareholders of LASMO for the purposes of considering a Relevant Resolution and to require LASMO pursuant to section 376 Companies Act 1985 to give notice of such a resolution only in accordance with Amerada Hess's directions; and
- (c) SIM will ensure that the registered holder of any Controlled Shares will comply with sub-paragraphs (a) and (b) above.

4.2 For the purpose of casting votes or causing votes to be cast on a Relevant Resolution pursuant to paragraph 4.1, SIM will cause to be executed and delivered to Amerada Hess promptly any form of proxy required by Amerada Hess appointing a person nominated by Amerada Hess to attend and vote at the relevant general meeting of LASMO.

4.3 A "Relevant Resolution" means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of shareholders of LASMO, or at an adjourned meeting, the passing of which is necessary to implement the Offer or the passing of which or failure to pass which might result in any condition of the

Offer not being fulfilled or which might impede or frustrate the Offer;

- (b) a resolution to adjourn a general or class meeting of shareholders of LASMO the business of which includes the consideration of a resolution of the kind referred to in sub-paragraph (a) above; and
- (c) a resolution to amend any resolution of the kind referred to in sub-paragraphs (a) or (b) above.

5. The Offer

5.1 Subject to paragraph 5.2, Amerada Hess agrees to make the Offer if the Press Announcement is published, with Amerada Hess's prior approval, in substantially the form attached (or in such other form as may be agreed between Amerada Hess and LASMO or as may be required to comply with the requirements of the Panel on Takeovers and Mergers (the "Panel")) by not later than 6 November 2000. Approval of the release of the Press Announcement is at Amerada Hess's absolute discretion.

5.2 Amerada Hess will not be obliged to make or proceed with the Offer if, after the Press Announcement is published:

- (a) the Panel consents to Amerada Hess not proceeding with the Offer; or
- (b) Amerada Hess is no longer required by the City Code on Takeovers and Mergers (the "Code") to proceed with the Offer.

5.3 Amerada Hess shall have no liability to SIM for any failure to make or implement the Offer and SIM will not be entitled to specific performance of Clause 5.1, if, in each case, Amerada Hess has become aware that any condition of the Offer as set out in the Press Announcement has become incapable of being fulfilled.

5.4 The obligations of SIM under this agreement will lapse if:

- (a) the Press Announcement is not released on 6 November 2000; or
- (b) the Offer is not made in any of the circumstances referred to in paragraph 5.2.

and in those circumstances neither party will have any claim against the other except in respect of any prior breach.

6. Documentation

6. SIM consents to:

- (a) the inclusion of references to SIM and this agreement in the Press Announcement;
- (b) particulars of this agreement and SIM's interests and dealings in relevant securities of LASMO being included in the Offer Document and any other related or ancillary document, to the extent required by the City Code on Takeovers and Mergers (the "Code") or in order to avoid a false market in securities of LASMO or Amerada Hess; and
- (c) this agreement being available for inspection until the end of the offer period (as defined in the Code).

7. Higher Competing Offer

7.1 SIM's obligations under paragraph 3 above will lapse if a Higher Competing Offer is made by a third party prior to the latest time for acceptance of the Offer (pursuant to this letter) in respect of any LASMO Shares.

7.2 For the purposes of this agreement a "Higher Competing Offer" means an offer by a third party for the fully diluted ordinary shares of 25p each in the capital of LASMO which has a value, upon the announcement of a firm intention on the part of the third party to make such offer (without a requirement for fulfilment of any precondition), for each share in LASMO to which it relates which is more than 110 per cent. of the lower of (a) 180p and (b) the sterling value of the Offer as at close of NYSE dealing on the NYSE dealing day immediately preceding such announcement translating the value of Amerada Hess shares from U.S. dollars to sterling at the exchange rate prevailing at that time.

8. Confirmation

SIM confirms that in relation to signing this agreement it is not a customer of Goldman Sachs for the purposes of the Rules of The Securities and Futures Authority and that Goldman Sachs does not owe it any of the duties which it owes to its customers.

9. Interpretation

In this agreement the "Offer" means the offer to be made by or on behalf of Amerada Hess to acquire ordinary shares of 25p in the capital of LASMO substantially on the terms of the Press Announcement or on such terms as may be required to comply with the requirements of the Panel. A reference in this agreement to the "Offer" also includes any new, increased, renewed, extended or revised offer made by or on behalf of Amerada Hess prior to the Offer lapsing, closing for acceptances or being withdrawn to acquire ordinary shares in LASMO.

10. Time of the Essence

Any time, date or period mentioned in this agreement may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

11. General

11.1 The obligations of SIM under this agreement are without prejudice to any rights of Amerada Hess or Goldman Sachs at common law or equity. Invalidity of any provision of this agreement will not affect any other provision.

11.2 Any failure or delay by any person in exercising any right, power or privilege under this agreement will not comprise a waiver and a single or partial exercise will not restrict any further exercise.

11.3 Without prejudice to any right to damages in respect of a breach of this agreement, SIM agrees that damages would not be an adequate remedy and Amerada Hess will be entitled to equitable relief (including specific performance or injunction) if there is a threatened, actual or anticipatory breach of this agreement by SIM.

11.4 This agreement is governed by and is to be construed in accordance with English law and each of the parties submits to the exclusive jurisdiction of the English courts for all purposes in connection with this agreement.

EXECUTED by SCHRODERS INVESTMENT)
MANAGEMENT LIMITED by) J.C.O. METCALFE

- - - - -
(print name)

EXECUTED by AMERADA HESS)
CORPORATION by) J. BARCLAY COLLINS

- - - - -
(print name)