

As filed with the Securities and Exchange Commission on November 20, 2002.

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 8-A/A

Amendment No. 2

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

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

Delaware

94-0890210

(State or other jurisdiction of
incorporation or organization)

(I.R.S. Employer
Identification No.)

575 Market Street
San Francisco, California

94105

(Address of Principal
Executive Offices)

(Zip Code)

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

Title of each class
To be so registered

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

Series A Participating Preferred
Stock Purchase Rights

New York Stock Exchange
Pacific Exchange

If this form relates to the registration of a class of securities pursuant to Section 12(b) of the Exchange Act and is effective pursuant to General Instruction A. (c), check the following box.

If this form relates to the registration of a class of securities pursuant to Section 12(g) of the Exchange Act and is effective pursuant to General Instruction A. (d), check the following box.

Securities Act registration statement file number to which this form relates: _____ (if applicable)

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

None

(Title of class)

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This Amendment No. 2 ("Amendment No. 2") hereby amends and restates the Registration Statement on Form 8-A (the "Registration Statement") filed by ChevronTexaco Corporation, f/k/a Chevron Corporation (the "Registrant"), on November 25, 1998, as previously amended by Amendment No. 1 on Form 8-A/A filed by the Registrant on December 7, 2000. The Registration Statement relates to the rights (the "Rights") distributed to the stockholders of the Registrant in connection with the Rights Agreement, dated as of November 23, 1998 (the "Rights Agreement"), as amended, by and between the Registrant and Mellon Investor Services LLC, as rights agent. The Rights Agreement was recently amended by Amendment No. 2 thereto, dated November 19, 2002, to provide that the Rights will expire on November 23, 2003, five years earlier than November 23, 2008, the initial expiration date of the Rights Agreement. This amendment is reflected in this Amendment No. 2.

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

On November 23, 1998, the Board of Directors declared a dividend distribution on each outstanding share of Common Stock of one Right to purchase ChevronTexaco's Series A Participating Preferred Stock. The dividend was paid to stockholders of record at the close of business on December 3, 1998. No income was recognized by stockholders for tax purposes on payment of the dividend. The Rights are not now exercisable, and it is not known at this time whether they ever will be exercisable. No action can be taken by holders of Rights at this time. The Rights will expire on the earlier of (1) November 23, 2003, or (2) redemption or exchange of the Rights as described below.

In general, until the Rights are exercisable or are redeemed or exchanged or expire unexercised, each Right is associated with and cannot be separated from the underlying share of Common Stock on which the Right was declared as a dividend. Accordingly, until the Rights are separate from the Common Stock, (1) each holder of outstanding shares of Common Stock is also the holder of an equal number of Rights, (2) any sale or other transfer of shares of Common Stock by a holder thereof also will cause a transfer of the associated Rights, (3) no income or loss will be recognized with respect to the sale of Rights incident to a sale of Common Stock, and (4) no certificates will be issued to evidence ownership of the Rights, but certificates for shares of Common Stock issued after the Record Date will refer to the associated Rights. Until a Right is exercised, it confers no rights as a stockholder, including, without limitation, the right to vote or to receive dividends.

The Rights will separate from the Common Stock if there is a "Distribution Date." A Distribution Date would occur upon the earliest to happen of (1) a public announcement that someone has become an "Acquiring Person," meaning that such person (including affiliated or associated persons or entities) has acquired, or obtained the right to acquire, beneficial ownership of 10 percent or more of the outstanding shares of Common Stock, other than as a result of repurchases of stock by ChevronTexaco, or (2) 10 days (unless such date is extended by the Board of Directors) having elapsed following the commencement of (or a public announcement of an intention to make) a tender offer or exchange offer that would result in someone becoming an Acquiring Person. If a Distribution Date occurs, the Rights will become exercisable and separately tradable, and ChevronTexaco will issue certificates for the Rights as soon as possible.

The Preferred Stock purchasable upon exercise of the Rights will be nonredeemable and junior to any other series of preferred stock ChevronTexaco may issue (unless otherwise provided in the terms of such stock). Each share of Preferred Stock will have a preferential quarterly dividend in an amount equal to 1,000 times the dividend declared on each share of Common Stock, but in no event less than \$25. In the event of liquidation, the holders of shares of Preferred Stock will receive a preferred liquidation payment equal to the greater of \$1,000 or 1,000 times the payment made per each share of Common Stock.

Each share of Preferred Stock will have 1,000 votes, voting together with the shares of Common Stock. In the event of any merger, consolidation or other transaction in which shares of Common Stock are exchanged, each share of Preferred Stock will be entitled to receive 1,000 times the amount and type of consideration received per share of Common Stock. The rights of the Preferred Stock as to dividends, liquidation and voting, and in the event of mergers and consolidations, are protected by customary anti-dilution provisions.

The amount of Preferred Stock that the holder of a Right is entitled to receive upon exercise of a Right and the Purchase Price payable upon exercise of a Right are both subject to adjustment. Initially, the Purchase

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Price is \$320 per Right. If no one has yet become an Acquiring Person, payment of the Purchase Price entitles the holder of a Right to receive only one one-thousandth of a share of Preferred Stock. If someone has become an Acquiring Person, however, payment of the Purchase Price entitles the holder to receive a number of one one-thousandth shares having a value, based on the then current market value of the Common Stock, equal to two times the Purchase Price. In addition, if someone has become an Acquiring Person, and thereafter ChevronTexaco is involved in a merger or other business combination transaction, a holder of a Right also will be able to acquire, upon payment of the Purchase Price, Common Stock of ChevronTexaco or its successor having a value, based on the market value of ChevronTexaco or its successor at the time of the transaction, equal to twice the value of the Purchase Price. Some limitations apply to the timing of exercise of the Rights, and any Rights belonging to an Acquiring Person are null and void.

The Board of Directors may redeem the Rights in whole, but not in part, at the Redemption Price of \$0.01 per Right, at any time before there is an Acquiring Person. After there is an Acquiring Person, the Rights may be redeemed only in very limited circumstances. However, the Board of Directors may in some cases also exchange all or part of the then outstanding and exercisable Rights (except for Rights that have become void) for shares of Common Stock at a rate of one share of Common Stock (or substitute consideration) per Right. Upon redemption or exchange, the right to exercise the Rights will terminate and the only right of the holders of Rights will be to receive the Redemption Price or the exchange consideration, as applicable.

A full description of the Rights is set forth in the Rights Agreement between ChevronTexaco and the Rights Agent, Mellon Investor Services LLC, as amended by Amendments No. 1 and No. 2 thereto. Copies of the Rights Agreement, Amendment No. 1 and Amendment No. 2 are filed as exhibits to this Registration Statement. THIS SUMMARY DESCRIPTION OF THE RIGHTS DOES NOT PURPORT TO BE COMPLETE AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE RIGHTS AGREEMENT, AMENDMENT NO. 1 THERETO AND AMENDMENT NO. 2 THERETO, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

Item 2. Exhibits.

4.1 Rights Agreement, dated as of November 23, 1998, between the Registrant and the Rights Agent, which includes as Exhibit B the form of Rights Certificate. (Incorporated by reference to Exhibit 4.1 of the Registration Statement on Form 8-A filed by the Registrant on November 25, 1998.)

4.2 Amendment No. 1 to Rights Agreement, dated as of October 15, 2000, between the Registrant and the Rights Agent. (Incorporated by reference to Exhibit 4.2 of the Amendment No. 1 to Registration Statement on Form 8-A/A filed by the Registrant on December 7, 2000.)

4.3 Amendment No. 2 to Rights Agreement, dated as of November 19, 2002, between the Registrant and the Rights Agent.

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the Registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, on November 19, 2002.

CHEVRONTEXACO CORPORATION

By /s/ LYDIA I. BEEBE

Lydia I. Beebe
Corporate Secretary

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- 4.1 Rights Agreement, dated as of November 23, 1998, between the Registrant and the Rights Agent, which includes as Exhibit B the form of Rights Certificate. (Incorporated by reference to Exhibit 4.1 of the Registration Statement on Form 8-A filed by the Registrant on November 25, 1998.)
- 4.2 Amendment No. 1 to Rights Agreement, dated as of October 15, 2000, between the Registrant and the Rights Agent. (Incorporated by reference to Exhibit 4.2 of the Amendment No. 1 to Registration Statement on Form 8-A/A filed by the Registrant on December 7, 2000.)
- 4.3 Amendment No. 2 to Rights Agreement, dated as of November 19, 2002, between the Registrant and the Rights Agent.

AMENDMENT NO. 2 TO RIGHTS AGREEMENT

THIS AMENDMENT NO. 2 TO RIGHTS AGREEMENT (this "Amendment"), is dated as of November 19, 2002, between ChevronTexaco Corporation (the "Corporation"), and Mellon Investor Services LLC (the "Rights Agent").

WHEREAS, the Corporation and the Rights Agent are parties to a Rights Agreement dated as of November 23, 1998, as amended by Amendment No. 1 thereto, dated as of October 15, 2000 (the "Rights Agreement"); and

WHEREAS, pursuant to Section 27 of the Rights Agreement, the Corporation and the Rights Agent desire to further amend the Rights Agreement as set forth below;

NOW, THEREFORE, the Rights Agreement is hereby amended as follows:

1. Amendment of Section 7.

(a) Section 7(a) of the Rights Agreement is amended by deleting clause (ii) thereof and replacing it with the following:

"(ii) the Close of Business on November 23, 2003 (the "Final Expiration Date"), or"

2. Effectiveness.

This Amendment shall be deemed effective as of November 19, 2002 as if executed by both parties hereto on such date. Except as amended hereby, the Rights Agreement shall remain in full force and effect and shall be otherwise unaffected hereby.

3. Miscellaneous.

This Amendment shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed in accordance with the laws of such state applicable to contracts to be made and performed entirely within such state. This Amendment may be executed in any number of counterparts, each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, illegal, or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date set forth above.

CHEVRONTEXACO CORPORATION

By: /s/ LYDIA I. BEEBE

Secretary

MELLON INVESTOR SERVICES LLC

By: /s/ SHARON MAGIDSON

Vice-President