

=====

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): June 22, 1999

APACHE CORPORATION  
(Exact name of registrant as specified in Charter)

DELAWARE  
(State or Other Jurisdiction  
of Incorporation)

1-4300  
(Commission  
File Number)

41-0747868  
(I.R.S. Employer  
Identification Number)

2000 POST OAK BOULEVARD  
SUITE 100  
HOUSTON, TEXAS 77056-4400  
(Address of Principal Executive Offices)

Registrant's telephone number, including area code: (713) 296-6000

=====

## ITEM 5. OTHER EVENTS

On January 22, 1998, Apache Corporation ("Apache") filed a Registration Statement (the "Registration Statement") on Form S-3 (Registration No. 333-44731) with the Securities and Exchange Commission ("SEC") under the Securities Act of 1933, as amended (the "Act"). The Registration Statement, which was declared effective by the SEC on January 28, 1998, covers debt securities of Apache, for delayed or continuous offering pursuant to Rule 415 under the Act for an aggregate initial offering price not to exceed \$300 million. Reference is made to the Registration Statement for further information concerning the terms of such debt securities and the offering thereof. The debt securities are issuable under an indenture, dated as of February 15, 1996 and supplemented as of November 5, 1996 (the "Indenture"), between the Registrant and The Chase Manhattan Bank (formerly known as Chemical Bank), as trustee.

Pursuant to a Terms Agreement dated June 22, 1999 and the Underwriting Agreement Basic Terms incorporated by reference therein (collectively, the "Underwriting Agreement"), by and among Apache and Bear, Stearns & Co. Inc. and Warburg Dillon Read LLC (the "Underwriters"), Apache issued to the Underwriters, for offering to the public, U.S. \$150,000,000 principal amount of 7.625% Senior Notes due July 1, 2019 (the "Senior Notes") on June 25, 1999, under the Indenture. The Terms Agreement, Underwriting Agreement Basic Terms, and the form of 7.625% Senior Notes due July 1, 2019 are listed under Item 7 as Exhibits 1.1, 1.2 and 4.1, respectively, and are incorporated herein by reference.

Apache's press release relating to the Senior Notes is listed under Item 7 as Exhibit 99.1 and is incorporated herein by reference.

## ITEM 7. FINANCIAL STATEMENTS, PRO FORMA FINANCIAL INFORMATION AND EXHIBITS

## (c) EXHIBITS.

EXHIBIT NO. -----	DESCRIPTION -----
*1.1	Terms Agreement, dated June 22, 1999, among Apache Corporation and the Underwriters.
1.2	Underwriting Agreement Basic Terms (incorporated by reference to Exhibit 1.1 to Registrant's Current Report on Form 8-K, dated January 29, 1998, SEC File No. 1-4300).
*4.1	Form of 7.625% Senior Notes due 2019.
*99.1	Press Release, dated June 23, 1999, "Apache Sells \$150 Million of 20-Year Senior Notes Yielding 7.687 Percent".

-----  
\*filed herewith

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this current report on Form 8-K to be signed on its behalf by the undersigned thereunto duly authorized.

APACHE CORPORATION

Date: June 28, 1999

/s/ Z. S. KOBIAHVILI

-----  
Z. S. Kobiashvili  
Vice President and General Counsel

## EXHIBIT INDEX

EXHIBIT NO. -----	DESCRIPTION -----
*1.1	Terms Agreement, dated June 22, 1999, among Apache Corporation and the Underwriters.
1.2	Underwriting Agreement Basic Terms (incorporated by reference to Exhibit 1.1 to Registrant's Current Report on Form 8-K, dated January 29, 1998, SEC File No. 1-4300).
*4.1	Form of 7.625% Senior Notes due 2019.
*99.1	Press Release, dated June 23, 1999, "Apache Sells \$150 Million of 20-Year Senior Notes Yielding 7.687 Percent".

-----  
\*filed herewith

## TERMS AGREEMENT

June 22, 1999

Apache Corporation  
 2000 Post Oak Boulevard, Suite 100  
 Houston, Texas 77056-4400

Dear Sirs:

The undersigned underwriters (the "Underwriters") understand that Apache Corporation (the "Company") proposes to issue and sell \$150,000,000 aggregate principal amount of its debt securities (the "Offered Securities"). Subject to the terms and conditions set forth herein or incorporated by reference herein, the Underwriters offer to purchase, severally and not jointly, the principal amount of Offered Securities set forth below opposite their respective names at 99.077% of the principal amount thereof together with accrued interest thereon from June 25, 1999 to the Closing Time:

Underwriter -----	Principal Amount of Debt Securities -----
Bear, Stears & Co. Inc.	\$ 100,000,000
Warburg Dillon Read LLC	\$ 50,000,000
	-----
Total	\$ 150,000,000 =====

The Offered Securities shall have the following terms:

Principal amount:	\$150,000,000
Form:	registered book-entry form
Denomination:	\$1,000 and integral multiples thereof
Date of maturity:	July 1, 2019
Interest rate, rates or formula (or method of calculation of interest accrual):	7.625% per annum
Date from which interest accrues:	June 25, 1999
Interest payment dates, if any:	January 1 and July 1 (commencing January 1, 2000)
Initial price to public:	\$149,053,500 (99.369%)
Closing Time:	June 25, 1999
Place of delivery:	New York, New York

Company account for wire transfer of payment: Apache Corporation Master Account,  
 First National Bank of Chicago  
 No. 5577446; ABA No. 071000013

Redemption provisions, if any: none

Lock-up pursuant to Section 3(i) of the Basic Terms, as defined below: yes

Securities Exchanges, if any, on which application will be made to list the Offered Securities: none

Delayed Delivery Contracts: not authorized

Delivery date:  
 Expiration date:  
 Compensation to Underwriters:  
 Minimum contract:  
 Maximum aggregate principal amount:

Other terms, if any:

Letters of Arthur Andersen LLP, in form and substance satisfactory to the Underwriters, will be delivered at Closing Time in satisfaction of Section 4(d) of the Basic Terms.

The Underwriters agree to pay the reasonable fees and disbursements of counsel for the Underwriters pursuant to Section 5(e) of the Basic Terms.

All the provisions contained in "Apache Corporation-Debt Securities--Underwriting Agreement Basic Terms" (the "Basic Terms"), filed as an exhibit to the Registration Statement relating to the Offered Securities and attached hereto as Annex A, are herein incorporated by reference in their entirety and shall be deemed to be a part of this Terms Agreement to the same extent as if such provisions had been set forth in full herein. Terms defined in such document are used herein as therein defined.

Any notice by the Company to the Underwriters pursuant to this Terms Agreement shall be sufficient if given in accordance with Section 11 of the Basic Terms addressed to:

Bear, Stearns & Co. Inc.  
 245 Park Avenue  
 4th Floor  
 New York, New York 10167  
 Attention: Senior Managing Direct -- High Grade Capital Markets  
 Telecopy No.: (212) 272-6227

which, for all purposes of this Agreement, shall be the "Representative".

Very truly yours,

BEAR, STEARNS & CO. INC.  
WARBURG DILLON READ LLC

By: BEAR, STEARNS & CO. INC.  
Acting for themselves and as  
Representative of the Underwriters

By: /s/ TIMOTHY A. O'NEILL

-----  
Name: Timothy A. O'Neill  
Title: Senior Managing Director

Accepted:

APACHE CORPORATION

By: /s/ Matthew W. Dundrea

-----  
Name: Matthew W. Dundrea  
Title: Vice President and Treasurer

ANNEX A

[Apache Corporation--Debt Securities--  
Underwriting Agreement Basic Terms]

FORM OF DEBT SECURITIES  
(SENIOR NOTE)

UNLESS THIS SENIOR NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (THE "DEPOSITORY") TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SENIOR NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

REGISTERED  
No: \_\_\_\_\_

PRINCIPAL AMOUNT  
\$150,000,000.00

CUSIP: 037 411 APO                      APACHE CORPORATION  
7.625% SENIOR NOTE DUE JULY 1, 2019

APACHE CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware (the "Company," which term includes any successor corporation under the Indenture hereinafter referred to), for value received hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of One Hundred Fifty Million Dollars on July 1, 2019 ("Stated Maturity") and to pay interest thereon from June 25, 1999 or from the most recent date in respect of which interest has been paid or duly provided for, on January 1 and July 1 of each year (each, an "Interest Payment Date"), commencing January 1, 2000, and at Stated Maturity or upon such other date on which the principal of this Senior Note becomes due and payable, whether by declaration of acceleration or otherwise, and including any Change in Control Purchase Date ("Maturity"), at the rate of 7.625% per annum, until the principal hereof is paid or duly made available for payment. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture referred to below, be paid to the Person in whose name this Senior Note (or one or more Predecessor Securities) is registered as of the close of business on June 15 or December 15 as the case may be (whether or not a Business Day), next preceding such Interest Payment Date (each such date, a "Regular Record Date"). Any such interest which is payable, but is not punctually paid or duly provided for on any Interest Payment Date shall forthwith cease to be payable to the Holder on such Regular Record Date, and shall be paid to the Person in whose name this Senior Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holder of this Senior Note not less than 10 days prior to such Special Record Date, or may be paid in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Senior Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture.

Payment of the principal of and interest on this Senior Note will be made at the office or agency maintained for that purpose in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that payment of interest may be made at the option of the Company by check mailed to the Person in whose name this Senior Note is registered at the close of business on the related Record Date; provided further, that, notwithstanding anything else contained herein, if this Senior Note is a Global Security and is held in book-entry form through the facilities of the Depository, payments on this Senior Note will be made to the Depository or its nominee in accordance with the arrangements then in effect between the Trustee and the Depository.

Reference is hereby made to the further provisions of this Senior Note set forth on the succeeding pages hereof, which further provisions shall for all purposes have the same effect as if set forth herein.

CERTIFICATE OF AUTHENTICATION

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

The Chase Manhattan Bank, as Trustee

By:

-----  
Authorized Officer



APACHE CORPORATION  
7.625% SENIOR NOTE DUE JULY 1, 2019

This Senior Note is one of a duly authorized issue of Securities of the Company issued under an Indenture, dated as of February 15, 1996 and supplemented as of November 5, 1996 (the "Indenture"), between the Company and The Chase Manhattan Bank (formerly known as Chemical Bank) (the "Trustee," which term includes any successor trustee under the Indenture), designated as the 7.625% Senior Notes due July 1, 2019 (the "Senior Notes"). Reference is made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Senior Notes and of the terms upon which the Senior Notes are, and are to be, authenticated and delivered. All terms used in this Senior Notes which are not defined herein and which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

The Indenture and this Senior Note shall be governed by and construed in accordance with the laws of the State of New York.

The Indenture provides for the defeasance of the Senior Notes and certain covenants in certain circumstances.

This Senior Note is unsecured as to payment of principal and interest, and ranks pari passu with all other unsecured unsubordinated indebtedness of the Company.

Interest payments on this Senior Note will include interest accrued to but excluding the applicable Interest Payment Date or Maturity hereof, as the case may be. Interest payments for this Senior Note shall be computed and paid on the basis of a 360-day year of twelve 30-day months.

In the case where the applicable Interest Payment Date or Maturity with respect hereto, as the case may be, does not fall on a Business Day, payment of principal or interest otherwise payable on such day need not be made on such day, but may be made on the next succeeding Business Day with the same force and effect as if made on the Interest Payment Date or at Maturity and no interest shall accrue with respect to such payment for the period from and after the Interest Payment Date or such Maturity, as the case may be, to the date of payment.

The Senior Notes are not redeemable prior to Maturity and will not be subject to any sinking fund and, except as provided in the Indenture, will not be repayable prior to their Stated Maturity.

If any Event of Default with respect to the Senior Notes shall occur and be continuing, the principal of the Senior Notes may be declared due and payable in the manner and with the effect provided in the Indenture.

As set forth in, and subject to the provisions of, the Indenture, no Holder of any Senior Note will have any right to institute any proceeding with respect to the Indenture or for any remedy thereunder, unless (i) such Holder shall have previously given to the Trustee written notice of a continuing Event of Default with respect to the Senior Notes, (ii) the Holders of not less than 25% in principal amount of the Outstanding Senior Notes shall have made written request, and offered reasonable indemnity, to the Trustee to institute such proceeding as trustee, (iii) the Trustee shall have failed to institute such proceeding within 60 days after receipt of such written request and (iv) the Trustee shall not have received from the Holders of a majority in principal amount of the Outstanding Senior Notes a direction inconsistent with such request within such 60 day period; provided, however, that such limitations do not apply to a suit instituted by the Holder hereof for the enforcement of payment of the principal of and premium, if any, or any interest on this Senior Note on or after the respective due dates expressed herein or to require the purchase of its Senior Notes by the Company upon the occurrence of a Change in Control in accordance with the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series thereunder to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of not less than a majority in aggregate principal amount of such Securities then Outstanding of each



series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series thereunder at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain restrictive provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Senior Note shall be conclusive and binding upon such Holder and upon all future Holders of any Senior Note issued upon the registration of transfer hereof or in exchange for or in lieu hereof, whether or not notation of such consent or waiver is made upon this Senior Note.

No reference to the Indenture and no provision of this Senior Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any interest on this Senior Note at the times, places and rate, and in the coin or currency, herein prescribed.

The Senior Notes are issuable only in fully registered form in denominations of \$1,000 and integral multiples in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, this Senior Note is exchangeable for a like aggregate principal amount of Senior Notes of this series and of like tenor of any authorized denomination, as requested by the Holder surrendering the same. As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Senior Note is registrable in the Security Register, upon surrender of this Senior Note for registration of transfer at the office or agency of the Company in any place where the principal of and any interest on this Senior Note are payable or at such other offices or agencies as the Company may designate, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to, the Company and the Security Registrar or any transfer agent duly executed by the registered owner hereof or his attorney duly authorized in writing, and thereupon one or more new Senior Notes of this series and of like tenor, of authorized denominations and for the same aggregate principal amount and Stated Maturity will be issued to the designated transferee or transferees.

Subject to the terms and conditions of the Indenture, if any Change in Control occurs prior to the Stated Maturity of this Senior Note, the Company shall, at the option of the Holders, purchase all Securities for which a Change in Control Purchase Notice shall have been delivered as provided in the Indenture and not withdrawn, by a date which shall be 35 Business Days after the occurrence of such Change in Control, at a Change in Control Purchase Price equal to 100% of the principal amount plus accrued interest to the Change in Control Purchase Date, which Change in Control Purchase Price shall be paid in cash.

Holders have the right to withdraw any Change in Control Purchase Notice by delivering to the paying agent a written notice of withdrawal in accordance with the provisions of the Indenture.

If cash sufficient to pay the Change in Control Purchase Price of all Securities or portions thereof to be purchased on the Change in Control Purchase Date is deposited with the Trustee on the Change in Control Purchase Date, interest shall cease to accrue on such Securities (or portions thereof) and on and after the Change in Control Purchase Date the Holders thereof shall have no other rights as such (other than the right to receive the Change in Control Purchase Price upon surrender of such Securities).

Subject to the terms of the Indenture, prior to due presentment of this Senior Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Senior Note is registered as the owner hereof for all purposes, whether or not this Senior Note is overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

No service charge shall be made for any registration of transfer or exchange of this Senior Note, but, subject to certain limitations set forth in the Indenture, the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

This Senior Note shall not be valid or become obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been executed by the Trustee.

IN WITNESS WHEREOF, APACHE CORPORATION has caused this instrument to be duly executed under its corporate seal.

APACHE CORPORATION

[SEAL]

BY

-----  
Name: Matthew W. Dundrea  
Title: Vice President and Treasurer

Attest:

BY

-----  
Name: Cheri L. Peper  
Title: Corporate Secretary

Date: June 25, 1999

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

-----  
Please insert Social Security or other identifying number of assignee

-----  
(please print or type name and address of assignee)

the within Security and all rights thereunder and does hereby irrevocably constitute and appoint the aforesaid assignee attorney to transfer the within Security on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

In the presence of:

-----  
NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Security in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his authority to act must accompany the Security. The signature must be guaranteed by an Institution which is a member of one of the following recognized signature Guarantee Programs: (i) The Securities Transfer Agent Medallion Program (STAMP); (ii) The New York Stock Exchange Medallion Program (MNSP); (iii) The Stock Exchange Medallion Program (SEMP); or (iv) in such other guarantee program acceptable to the Trustee.

## [Apache Corporation News Release]

## CONTACTS:

(MEDIA): TONY LENTINI (713/296-6227)  
BILL MINTZ (713/296-7276)  
(INVESTOR): ROBERT DYE (713/296-6662)  
(WEB SITE): [www.apachecorp.com](http://www.apachecorp.com)

FOR RELEASE IMMEDIATE RELEASE

## APACHE SELLS \$150 MILLION OF 20-YEAR SENIOR NOTES YIELDING 7.687 PERCENT

Houston (June 23, 1999) - Apache Corporation (NYSE: APA) said today that it sold \$150 million of 7.625 percent coupon senior notes which will mature July 1, 2019. The bonds were priced to yield 7.687 percent. Interest is payable semiannually on each Jan. 1 and July 1. The first coupon is payable Jan. 1, 2000. Proceeds of the issue will be used to reduce existing commercial paper balances. Bear, Stearns & Co. Inc. was lead manager for the issue with Warburg Dillon Read LLC as co-manager. The offering is expected to close June 25, 1999.

Apache Corporation is an independent oil and gas company with operations in North America, Egypt, Western Australia, Poland, People's Republic of China and West Africa's Cote d'Ivoire. Its common stock is sold on the New York and Chicago stock exchanges.

-end-