

SECURITIES AND EXCHANGE COMMISSION

FORM S-3

Registration statement for specified transactions by certain issuers

Filing Date: **1994-03-18**
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FILER

CBI INDUSTRIES INC /DE/

CIK: **310431** | IRS No.: **363009343** | State of Incorpor.: **DE** | Fiscal Year End: **1231**
Type: **S-3** | Act: **33** | File No.: **033-52735** | Film No.: **94516787**
SIC: **3443** Fabricated plate work (boiler shops)

Business Address
800 JORIE BLVD
OAK BROOK IL 60522
7085727000

As filed with the Securities and Exchange Commission on March 18, 1994

Registration No. 33-
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-3
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

CBI INDUSTRIES, INC.
(Exact name of registrant as specified in its charter)
Delaware 36-3009343
(State or other jurisdiction of (I.R.S. Employer
incorporation or organization) Identification No.)

800 Jorie Boulevard
Oak Brook, Illinois 60521-2268
(708) 572-7000
(Address, including zip code, and telephone number,
including area code, of registrant's principal executive offices)

Charles O. Ziemer, Esq.
Senior Vice President and General Counsel
800 Jorie Boulevard
Oak Brook, Illinois 60521-2268
(708) 572-7000
(Name, address, including zip code, and telephone number,
including area code, of agent for service)

Copy to:
James J. Junewicz, Esq.
Mayer, Brown & Platt
190 South LaSalle St.
Chicago, Illinois 60603
(312) 782-0600

Approximate date of commencement of proposed sale to the public:
From time to time after the effective date of this Registration
Statement, as determined by the Registrant.

If the only securities being registered on this Form are being
offered pursuant to dividend or interest reinvestment plans,
please check the following box. / /

If any of the securities being registered on this Form are to be
offered on a delayed or continuous basis pursuant to Rule 415
under the Securities Act of 1933, other than securities offered
only in connection with dividend or interest reinvestment plans,
check the following box. /x/
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<TABLE>
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CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per unit(1)	Proposed maximum aggregate offering price	Amount of registration fee
<S>	<C>	<C>	<C>	<C>
Debt Securities(2)	(1)	(1)	\$300,000,000	\$103,448.20
Preferred Stock, par value \$1.00 per share(3)				
Common Stock, par value \$2.50 per share(4)				

(1) Not applicable pursuant to General Instruction II.D. of Form S-3 under the Securities Act of 1933.

(2) If any of the Debt Securities are issued at an original issue discount, the principal amount may be increased such that the aggregate proceeds will be no greater than \$300,000,000. Any offering of Debt Securities denominated in any foreign currency or foreign currency units will be treated as the equivalent in U.S. dollars based on the foreign exchange rate applicable to the purchase of such Debt Securities from the Registrant.

(3) Such indeterminate number of shares of Preferred Stock of one or more series as may, from time to time, be issued

at indeterminate prices.

(4) Such indeterminate number of shares of Common Stock as may, from time to time, be issued at indeterminate prices, including Common Stock issuable upon conversion of Debt Securities or Preferred Stock. Each share of Common Stock includes a right to purchase a fractional share of Series A Junior Participating Preferred Stock which, prior to the occurrence of certain events, will not be exercisable or evidenced separately from the Common Stock.

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The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT BE SOLD NOR MAY OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT BECOMES EFFECTIVE. THIS PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THESE SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF ANY SUCH STATE.

PROSPECTUS

Subject to Completion, dated , 1994

\$300,000,000

[LOGO]

CBI INDUSTRIES, INC.

Debt Securities, Preferred Stock and Common Stock

CBI Industries, Inc. (the "Company" or "CBI") may from time to time offer Debt Securities consisting of debentures, notes and/or other unsecured evidences of indebtedness in one or more series; preferred stock, par value \$1.00 per share, in one or more series (the "Preferred Stock"); and shares of its common stock, par value \$2.50 per share (the "Common Stock") (collectively, the "Securities"), at an aggregate offering price not to exceed \$300,000,000 at prices and on terms to be determined at the time of sale. The Debt Securities, Preferred Stock and Common Stock may be offered independently or together in any combination for sale directly to purchasers or to or through dealers, underwriters or agents to be designated by the Company.

Certain specific terms of the particular Securities in respect of which this Prospectus is being delivered are set forth in the accompanying prospectus supplement (the "Prospectus Supplement"), including, where applicable, the initial public offering price of the Securities, the listing on any securities exchange, other special terms, and (i) in the case of Debt Securities, the specific designation, aggregate principal amount, original issue discount, if any, authorized denominations, maturity, premium, if any, rate (which may be fixed or variable), time and method of calculating payment of interest, if any, the place or places where principal of, premium, if any, and interest, if any, on such Debt Securities will be payable, the currency in which principal of, premium, if any, and interest, if any, on such Debt Securities will be payable, any terms of redemption at the option of the Company or the holder, any sinking fund provisions and any terms for conversion or exchange into other securities of the Company and (ii) in the case of Preferred Stock, the specific title and stated value, any dividend, liquidation, redemption, voting and other rights and any terms for conversion or exchange into other securities of the Company. If so specified in the applicable Prospectus Supplement, Securities may be issued in whole or in part in the form of one or more temporary or permanent global securities.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The Company may sell the Securities to or through underwriters or dealers, and may also sell Securities directly to other purchasers or through agents. See "Plan of Distribution." The Prospectus Supplement sets forth the names of any underwriters, dealers or agents involved in the sale of the Securities in respect of which this Prospectus is being delivered and any applicable fee, commission or discount arrangements with them.

This Prospectus may not be used to consummate sales of Securities unless accompanied by a Prospectus Supplement.

The date of this Prospectus is _____, 1994

AVAILABLE INFORMATION

CBI Industries, Inc., (the "Company") is subject to the informational requirements of the Securities Exchange Act of 1934 (the "Exchange Act") and, in accordance therewith, files reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Reports, proxy statements and other information filed by the Company may be inspected and copied at the public reference facilities maintained by the Commission at 450 Fifth Street, N.W., Judiciary Plaza, Washington, D.C. 20549; and at its regional offices located at 500 West Madison Street, Chicago, Illinois 60661 and 7 World Trade Center, Thirteenth Floor, New York, New York 10048. Such reports, proxy materials and other information concerning the Company may also be inspected at the offices of the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005. Copies of such materials may be obtained from the Public Reference Section of the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549. This Prospectus does not contain all the information set forth in the Registration Statement and exhibits thereto which the Company has filed with the Commission under the Securities Act of 1933 (the "Securities Act") and to which reference is hereby made. Statements contained in this Prospectus as to the contents of any contract or other document referred to are not necessarily complete, and in each instance reference is made to the copy of such document filed as an exhibit to the Registration Statement or otherwise filed with the Commission. Each such statement is qualified in all respects by such reference. Although the Company may not be required to send a copy of its latest Annual Report to Shareholders to holders of Debt Securities, the Company will, upon request, send to any holder of Securities a copy of its latest Annual Report to Shareholders, as filed with the Commission, which contains financial information that has been examined and reported upon, with an opinion expressed by independent certified public accountants.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents filed by the Company with the Commission (File No. 1-7833) are incorporated in this Prospectus by reference: (i) Annual Report on Form 10-K for the fiscal year ended December 31, 1993, together with the reports of independent public accountants which includes an explanatory paragraph that describes changes in accounting principles with respect to the methods of accounting for income taxes and for postretirement benefits other than pensions, (ii) the description of the Common Stock as set forth in Item 1 of the Company's Registration Statement on Form 8-A filed with the Commission on April 20, 1979, and (iii) the description of preferred stock purchase rights as set forth in Item 1 of the Company's Amendment No. 1 to Registration Statement on Form 8-A filed with the Commission on August 8, 1989.

All documents filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this Prospectus and prior to the termination of the offering of the Securities shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing such documents. Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained herein, in a Prospectus Supplement or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

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The Company will provide without charge and upon request to each person to whom this Prospectus has been delivered a copy of any or all of the documents incorporated herein by reference (other than exhibits to such documents unless such exhibits are specifically incorporated by reference herein). Requests for such copies should be directed to the Secretary, C.C. Toerber, CBI Industries, Inc., 800 Jorie Boulevard, Oak Brook, Illinois 60521-2268 (telephone (708) 572-7000). References in this Prospectus to the "Company" or "CBI" include CBI Industries, Inc. and its consolidated subsidiaries, unless the context otherwise indicates.

THE COMPANY

The Company operates through three major business segments. CBI's Contracting Services segment is organized under Chicago Bridge & Iron Company as a worldwide construction group that provides, through separate subsidiaries, a broad range of services including design, engineering, fabrication and construction of metal plate structures, project management, general contracting, and other specialty construction and related services. CBI's Industrial Gases segment, which is organized under Liquid Carbonic Industries Corporation, produces, processes and markets, on a worldwide basis, carbon dioxide and a wide variety of other industrial and specialty gases and chemicals. CBI's Investments segment includes petroleum and special product terminal businesses and certain real estate and financial investments.

The Company is incorporated in Delaware and its principal executive offices are located at 800 Jorie Boulevard, Oak Brook, Illinois.

USE OF PROCEEDS

Unless otherwise indicated in an accompanying Prospectus Supplement, the net proceeds to the Company from the sale of the Securities offered hereby will be available for general corporate purposes and may be used for capital expenditures, working capital, repayment of short and long term indebtedness, and future acquisitions. Pending such use, the net proceeds may be temporarily invested.

SELECTED RATIOS

For the purposes of calculating the ratio of earnings to fixed charges and the ratio of earnings to fixed charges and preferred stock dividends, earnings consist of earnings before income taxes and fixed charges to the extent that such charges are included in the determination of earnings. Fixed charges consist of interest, including interest on ESOP debt (whether expensed or capitalized), and one-third of minimum rental payments under operating leases (estimated by management to be the interest factor of such rentals).

<TABLE>
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Years Ended December 31,

	1993	1992	1991	1990	1989
<S>	<C>	<C>	<C>	<C>	<C>
Ratio of Earnings to Fixed Charges	(1)	3.68	3.43	3.05	2.18
Ratio of Earnings to Fixed Charges and Preferred Stock Dividends	(2)	3.68	3.43	3.05	2.18

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- (1) Earnings were inadequate to cover fixed charges by \$13,770,000 for the fiscal year ended 1993.
- (2) Earnings were inadequate to cover fixed charges and preferred stock dividends by \$13,770,000 for the fiscal year ended 1993.

</TABLE>

DESCRIPTION OF DEBT SECURITIES

The following description sets forth certain general terms and provisions of the Debt Securities to which any Prospectus Supplement may relate. The particular terms and provisions of any series of Debt Securities offered by any Prospectus Supplement, and the extent to which such general terms and provisions described below may apply thereto, will be described in the Prospectus Supplement relating to such series of Debt Securities.

Debt Securities may be issued in one or more series under an indenture (the "Indenture") dated as of March 1, 1994 between the Company and Chemical Bank, as trustee (the "Trustee"). The statements under this heading do not purport to be complete and are subject to the detailed provisions of the Indenture, a copy of which is filed as an exhibit to the Registration Statement of which this Prospectus is a part. Wherever particular provisions of the Indenture or terms defined therein are referred to, such provisions or definitions are incorporated by reference as a part of the statements made and the statements are qualified in their entirety by such reference. A copy of the Indenture is filed as an exhibit to this registration statement.

General

The Indenture does not limit the aggregate principal amount of Debt Securities which may be issued thereunder and provides that Debt Securities of any series may be issued thereunder up to an aggregate principal amount which may be authorized by the Company from time to time. (Section 301) Any securities issued under the Indenture are referred to herein as the "Debt Securities." The Indenture does not limit the amount of other debt, secured or unsecured, which may be issued by the Company or its subsidiaries, subject to limitations on liens described below. All Debt Securities will be unsecured and rank pari passu with all other unsecured and unsubordinated indebtedness of the Company provided that such other unsecured and unsubordinated indebtedness may contain covenants, events of default and other provisions which are different from or which are not contained in the Debt Securities. However, because the Company is a holding company which conducts substantially all of its operations through subsidiaries, the right of the Company, and hence the right of creditors of the Company (including the Holders of Debt Securities), to participate in any distribution of the assets of any subsidiary upon its liquidation or reorganization or otherwise is necessarily subject to the prior claims of creditors of the subsidiary, except to the extent that claims of the Company itself as a creditor of the subsidiary may be recognized. There are no covenants or provisions contained in the Indenture that may afford the Holders of Debt Securities protection in the event of a highly leveraged transaction involving the Company. Unless otherwise provided in the applicable Prospectus Supplement, the Company will maintain in New York, New York, one or more offices or agencies where the Debt Securities may be presented for payment and for transfer or exchange (which initially will be the Trustee's offices maintained for that purpose in New York, New York), provided that interest may at the option of the Company be paid by check mailed to the person entitled thereto. (Sections 301 and 1102)

The Debt Securities will be issued in fully registered form, without coupons unless otherwise specified in the applicable Prospectus Supplement. The Debt Securities will be exchangeable for other Debt Securities of the same series of a like aggregate principal amount in authorized denominations and will be transferable at any time or from time to time at the Corporate Trust Office of the Trustee or at any other office or agency of the Company maintained for that purpose. No service charge will be made for any transfer or exchange of the Debt Securities or other Securities issued under the Indenture, but the Company may (unless otherwise provided in such Debt Securities) require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. (Section 305)

Reference is made to the Prospectus Supplement which accompanies this Prospectus for the following terms and other information with respect to any Debt Securities in respect of which this Prospectus is being delivered: (1) the designation, aggregate principal amount and authorized denominations of such Debt Securities; (2) the purchase price of such Debt Securities; (3) the date or dates on which such Debt Securities will mature or the method of determining such date or dates; (4) the rate or rates (which may be fixed or variable) at which such Debt Securities will bear interest, if any, or the method of calculating such rate or rates, and the date, dates, or the method of determining such date or dates, from which such interest, if any, will accrue; (5) the date or dates on which any such interest will be payable and the record date or dates therefor; (6) whether such Debt Securities may be issued in temporary or permanent global form, and, if so, the initial Depositary with respect thereto; (7) the terms of any mandatory or optional redemption (including any sinking fund) and any remarketing arrangements related thereto; (8) the place or places where the principal (and premium, if any) and interest will be payable; (9) whether such Debt Securities will be convertible into or exchangeable for Common Stock or other securities of the Company, and the terms and conditions of any such conversions or exchanges; (10) the applicability of any provisions described under "Limitations of Liens" or "Limitations on Sale and Leaseback Transactions"; (11) the applicability of any provision described under "Defeasance and Covenant Defeasance"; (12) the securities exchange, if any, on which the Debt Securities will be listed; (13) the currency, currencies or composite currencies for which such Debt Securities may be purchased and/or in which principal and interest and premium, if any, will or may be payable; and (14) any other specified term of such Debt Securities.

One or more series of Debt Securities may be sold as Original Issue Discount Securities at a substantial discount below their stated principal amount, bearing no interest or interest at a rate which at the time of issuance is below market rates. Federal income tax consequences and special considerations applicable to any such series will be described in the Prospectus Supplement relating thereto.

The Indenture provides that the Debt Securities of a single series may be issued at various times, with different maturity dates and may bear interest at different times. (Section 301)

If the purchase price of any Debt Securities is payable in one or more foreign currencies or currency units or if any Debt Securities are denominated in one or more foreign currencies or currency units or if the principal of, premium, if any, or interest, if any, on any Debt Securities is payable in one or more foreign currencies or currency units, the restrictions, elections, certain Federal income tax considerations, specific terms and other information with respect to such issue of Debt Securities and such foreign currency or currency units will be set forth in the applicable Prospectus Supplement.

The term "Secured Debt" means indebtedness for money borrowed and any Funded Debt which is secured by a mortgage, pledge, lien, security interest or encumbrance on (a) any Principal Property of the Company or a Restricted Subsidiary or on (b) any shares of capital stock or indebtedness of any Restricted Subsidiary. (Section 101)

The term "Funded Debt" means all indebtedness for money borrowed having a maturity of more than twelve months from the date of the most recent consolidated balance sheet of the Company and its Restricted Subsidiaries (excluding indebtedness of Unrestricted Subsidiaries) or renewable and extendible beyond twelve months at the option of the borrower and all obligations in respect of lease rentals which under generally accepted accounting principles would be shown on a consolidated balance sheet of the Company as a liability item other than a current liability; provided, however, that Funded Debt shall not include any of the foregoing to the extent that such indebtedness or obligations are not required by generally accepted accounting principles to be shown on the balance sheet of the Company. (Section 101)

The term "Voting Stock" means outstanding shares of capital stock having under ordinary circumstances (not dependent on the happening of a contingency) voting power for the election of directors. (Section 101)

The term "Subsidiary" means any corporation a majority of the Voting Stock of which is owned, directly or indirectly, by the Company or by one or more of its other subsidiaries or by the Company or one or more of its other Subsidiaries. (Section 101)

The term "Restricted Subsidiary" means (a) any Subsidiary other than an Unrestricted Subsidiary and (b) any Subsidiary which was an Unrestricted Subsidiary but which, subsequent to March 1, 1994, is designated by the Company (by or pursuant to board resolution) to be a Restricted Subsidiary, provided, however, that the Company may not designate any such Subsidiary to be a Restricted Subsidiary if the Company would thereby breach any covenant or agreement herein contained (on the assumptions that any outstanding Secured Debt of such Subsidiary was incurred at the time of such designation and that any Sale and Leaseback Transaction (as defined) to which such Subsidiary is then a party was entered into at the time of such designation). (Section 101)

The term "Unrestricted Subsidiary" means (a) any Subsidiary acquired or organized after March 1, 1994, provided that such Subsidiary shall not be a successor, directly or indirectly, to any Restricted Subsidiary; (b) any Subsidiary whose principal business or assets are located outside the United States of America, its territories and possessions, Puerto Rico or Canada; (c) any Subsidiary the principal business of which consists of financing or assisting in financing of customer construction projects or the acquisition or disposition of products of dealers, distributors or other customers; (d) any Subsidiary engaged in the insurance business or whose principal business is the ownership, leasing, purchasing, selling or development of real property; and (e) any Subsidiary substantially all the assets of which consist of stock or other securities of a Subsidiary or Subsidiaries referred to above in this sentence, unless and until any such Subsidiary is designated to be a Restricted Subsidiary, as referred to above. (Section 101)

The term "Principal Property" means any manufacturing plant or other facility of the Company or any Restricted Subsidiary, whether presently owned or hereafter acquired, which, in the opinion of the

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board of directors of the Company, is of material importance to the business conducted by the Company and its Restricted Subsidiaries as a whole. (Section 101)

The term "Consolidated Net Tangible Assets" means Consolidated Tangible Assets less Consolidated Current Liabilities. (Section 101)

The term "Consolidated Tangible Assets" means the aggregate of all assets of the Company and its Restricted Subsidiaries (including the value of all existing Sale and Leaseback Transactions (as defined) and any assets resulting from the capitalization of other long-term lease obligations in accordance with generally accepted accounting principles, but excluding the value of assets or investment in any Unrestricted Subsidiary or any non-majority owned Subsidiary) appearing on the most recent available consolidated balance sheet of the Company and its Restricted Subsidiaries at their net book values, after deducting related depreciation, amortization and other valuation reserves and excluding (a) any capital write-ups resulting from reappraisals of assets or of other investments after March 1, 1994 (other than a write-up of any assets constituting part of the assets and business of another corporation made in connection with the acquisition, direct or indirect, of the assets and business of such other corporation), except as permitted in accordance with generally accepted accounting principles, (b) treasury stock, (c) patent and trademark rights, good will, unamortized discounts and expenses and any other intangible items, all in accordance with generally accepted accounting principles. (Section 101)

The term "Consolidated Current Liabilities" means the aggregate of the current liabilities of the Company and its Restricted Subsidiaries (excluding liabilities of Unrestricted Subsidiaries) appearing on the most recent available consolidated balance sheet of the Company and its Restricted Subsidiaries, all in accordance with generally accepted accounting principles. In no event shall Consolidated Current Liabilities include any obligation of the Company and its Restricted Subsidiaries issued under a revolving credit or similar agreement if the obligation issued under such agreement matures by its terms within 12 months from the date thereof but by the terms of such agreement such obligation may be renewed or extended or the amount thereof reborrowed or refunded at the option of the Company or any Restricted Subsidiary for a term in excess of 12 months from the date of determination. (Section 101)

Foreign Currency Denominated or Indexed Debt Securities

Debt Securities denominated or payable in foreign currencies may entail significant risks. These risks include, without limitation, the possibility of significant fluctuations in foreign currency exchange rates. These risks may vary depending upon the currency or currencies involved. These risks will be more fully described in the applicable Prospectus Supplement.

Limitation on Liens

The Company will not, and will not permit any Restricted Subsidiary to, create, assume or guarantee any Secured Debt without making effective provision for securing the Debt Securities (and any other indebtedness of or guaranteed by the Company or such Restricted Subsidiary then entitled thereto) equally and ratably with such Secured Debt.

The above restrictions do not apply to debt secured by (i) certain purchase money mortgages created to secure payment for the acquisition or completion of construction and commencement of

operation of any property including, but not limited to, any indebtedness incurred by the Company or a Restricted Subsidiary prior to, at the time of, or within 365 days after the later of the acquisition, the completion of construction (including any improvements on an existing property) or the commencement of commercial operation of such property, which indebtedness is incurred for the purpose of financing all or any part of the purchase price of such property or construction or improvements on such property, (ii) mortgages, pledges, liens, security interests or encumbrances (collectively referred to herein as "liens") on property existing at the time of acquisition thereof, whether or not assumed by the Company or a Restricted Subsidiary, (iii) liens on property or shares of capital stock or

indebtedness of any corporation existing at the time such corporation becomes a Restricted Subsidiary, (iv) liens on property or shares of capital stock or indebtedness of a corporation existing at the time such corporation is merged into or consolidated with the Company or a Restricted Subsidiary or at the time of a sale, lease, or other disposition of the properties of a corporation or firm as an entirety or substantially as an entirety to the Company or a Restricted Subsidiary, provided that no such lien shall extend to any other Principal Property of the Company or such Restricted Subsidiary prior to such acquisition or to other Principal Property thereafter acquired other than additions to such acquired property or other Principal Property which, together with such acquired property, is part of a single construction or development program, (v) liens on property of the Company or a Restricted Subsidiary in favor of the United States of America or any state thereof, or in favor of any other country, or any department, agency, instrumentality or political subdivision thereof, to secure certain payments pursuant to any contract or statute (including, without limitation, liens to secure indebtedness of the pollution control or industrial revenue type) or to secure indebtedness incurred for the purpose of financing all or any part of the purchase price for the cost of constructing or improving the property subject to such liens, (vi) liens on any property or assets of any Restricted Subsidiary to secure indebtedness owing by it to the Company or to another Restricted Subsidiary, or (vii) any extension, renewal or replacement (or successive extensions, renewals or replacements), in whole or in part, of any lien referred to in the foregoing clauses (i) to (vi) inclusive, provided that the principal amount of Secured Debt secured thereby does not exceed the principal amount of Secured Debt so secured at the time of such extension, renewal or replacement, and that such extension, renewal or replacement shall be limited to the property which secured the lien so extended, renewed or replaced and additions or improvements to such property. This covenant also does not apply to production payments or overriding royalty payments with respect to the sale or other transfer of crude oil, natural gas or other hydrocarbons. (Section 1104)

Limitation on Sale and Leaseback Transactions

Sale and Leaseback Transactions (which are defined to include, among other things, certain leases of more than three years) by the Company or any Restricted Subsidiary of any Principal Property, completion of construction of which and commencement of full operation of which have occurred more than 365 days prior to such sale or transfer, will be prohibited unless either (a) the Company or such Restricted Subsidiary would be entitled to incur Secured Debt equal in amount to the amount realized or to be realized upon such sale or transfer secured by a lien on the property to be leased without equally and ratably securing the Debt Securities, or (b) an amount equal to the "value" (as defined) of the Principal Property so leased is applied (subject to credits for certain voluntary retirements of Debt Securities) to the retirement, within 120 days of the effective date of such arrangement, of indebtedness for borrowed money incurred or assumed by the Company or a Restricted Subsidiary which is recorded as Funded Debt as shown on the most recent consolidated balance sheet of the Company and which in the case of such indebtedness of the Company, is not subordinate

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and junior in right of payment to the prior payment of the Debt Securities. (Sections 101 and 1105)

Exempted Indebtedness

Notwithstanding the limitations on liens and Sale and Leaseback Transactions described above, the Company and any one or more Restricted Subsidiaries may, without securing the Debt Securities, issue, assume or guarantee Secured Debt which would otherwise be subject to the foregoing restrictions, provided that, after giving effect thereto, the aggregate amount of such Secured Debt then outstanding (not including Secured Debt permitted under the foregoing exceptions) and the aggregate value of Sale and Leaseback Transactions (other than such transactions

in connection with which indebtedness has been, or will be, retired in accordance with clause (b) of the preceding paragraph) at such time does not exceed 10% of Consolidated Net Tangible Assets. (Section 1104)

Consolidation or Merger

The Company, without the consent of the Holders of any of the Debt Securities under the Indenture, may consolidate with or merge into, or transfer or lease its assets substantially as an entirety to, any Person which is a corporation, partnership or trust organized and validly existing under the laws of any domestic jurisdiction, or may permit any such Person to consolidate with or merge into the Company or convey, transfer or lease its properties and assets substantially as an entirety to the Company, provided that any successor Person assumes the Company's obligations on the Debt Securities and under the Indenture, that after giving effect to the transaction (treating any indebtedness which becomes an obligation of the Company or any Subsidiary as a result of such transaction as having been incurred by the Company or such Subsidiary at the time of such transaction) no Event of Default, and no event which, after notice or lapse of time, would become an Event of Default, shall have occurred and be continuing, and that certain other conditions are met. (Sections 901 and 1104)

Events of Default; Notice

Any one of the following events will constitute an Event of Default under the Indenture with respect to Debt Securities of any series (unless such event is specifically inapplicable to a particular series as described in the Prospectus Supplement relating thereto): (i) default for 30 days in the payment of interest on any Debt Securities of such series, (ii) default in the payment of any principal of or premium, if any, on any Debt Securities of such series, (iii) default in the making or satisfaction of any sinking fund installment or analogous obligation, if any is required, on the Debt Securities of such series, (iv) default, for 90 days after notice to the Company, in the performance of any other covenant in the Indenture in respect of the Debt Securities of such series, (v) default resulting in acceleration of maturity in connection with any other series of Debt Securities under the Indenture or other indebtedness of the Company, the aggregate principal amount of which exceeds \$5,000,000, not annulled within 30 days after notice to the Company from the Trustee or to the Company and to the Trustee from the Holders of at least 25% in principal amount of Debt Securities of such series, and (vi) certain events of bankruptcy, insolvency or reorganization. (Section 601)

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The Indenture provides that if an Event of Default with respect to any series of Debt Securities shall happen and be continuing, the Trustee or the Holders of 25% in principal amount of Debt Securities of such series may declare the principal of all Debt Securities of such series to be due and payable. (Section 602)

The Indenture provides that the Trustee will, within 90 days after the occurrence of a default in respect of any series of Debt Securities known to it, give to Holders of Debt Securities of such series notice of such uncured default (as defined, not including any grace period) with respect to the Debt Securities of such series; but, except in the case of a default in the payment of principal of, premium, if any, or interest on, or any sinking fund installment or analogous obligation with respect to, any of the Debt Securities of such series, the Trustee shall be protected in withholding such notice if it in good faith determines that the withholding of such notice is in the interest of such Holders of Debt Securities of such series. (Section 702)

The Indenture contains a provision entitling the Trustee, subject to the duty of the Trustee during default in respect of any series of Debt Securities to act with the required standard of care, to be indemnified by the Holders of Debt Securities of such series. (Sections 702 and 703) Subject to such right of

indemnification, the Indenture provides that the Holders of a majority in principal amount of the Debt Securities of any series may direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee with respect to the Debt Securities of such series. (Section 612)

The Company will be required to furnish to the Trustee annually a statement as to the fulfillment by the Company of all of its obligations under the Indenture. (Section 1106)

Modification and Waiver

The Indenture contains provisions permitting the Company and the Trustee, with the consent of the Holders of not less than a majority in aggregate principal amount of the Debt Securities of each series affected (all such Holders voting as a single class) (which Holders, in the case of a Global Security, shall be the Depositary appointed by the Company (herein referred to as the "Depositary") as the Holder of the Global Security (as defined below) which represents the Debt Securities), to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or modifying in any manner the rights of the Holders of Debt Securities of such series, provided that no such supplemental indenture shall, among other things, (i) change the fixed maturity of any Debt Securities or reduce the principal amount thereof, reduce the redemption premium thereon or reduce the rate or extend the time of payment of interest thereon, without the consent of the Holder of each Security so affected, or (ii) reduce the aforesaid percentage of the Debt Securities of any series, the consent of the Holders of which is required for any supplemental indenture or for any waiver of default under the Indenture with respect to the Debt Securities of such series, without the consent of the Holders of all the Debt Securities of each series so affected. (Section 1002)

The Holders of a majority in aggregate principal amount of the Debt Securities of any series may on behalf of all the Holders of the Debt Securities of such series waive compliance with certain covenants with respect to the Debt Securities of such series (Section 1107) or waive any past default with respect to the Debt Securities of such series except a default (i) in the payment of the principal of, premium, if any, or interest on any Debt Securities or in the payment of any sinking fund installment or

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analogous obligation, if any is required, or (ii) a default in respect of a covenant or provision of the Indenture which cannot be modified or amended without the consent of the Holder of each Debt Security of such series affected. (Section 613)

Global Securities

The provisions set forth below in this section headed "Global Securities" will apply to the Debt Securities of any series if the Prospectus Supplement relating to such series so indicates.

The Debt Securities of such series will be represented by one or more global securities (collectively, a "Global Security") registered in the name of a depositary (the "Depositary") or a nominee of the Depositary identified in the Prospectus Supplement relating to such series. Except as set forth below, a Global Security may be transferred, in whole and not in part, only to the Depositary or another nominee of the Depositary.

Upon the issuance of a Global Security, the Depositary will credit, on its book-entry registration and transfer system, the respective principal amounts of the Debt Securities represented by such Global Security to the accounts of institutions that have accounts with the Depositary or its nominee ("Participants"). The accounts to be credited will be designated by the underwriters, dealers or agents. Ownership of beneficial interests in a Global Security will be limited to Participants or

persons that may hold interests through Participants. Ownership of interests in such Global Security will be shown on, and the transfer of those ownership interests will be effected only through, records maintained by the Depositary (with respect to Participants' interests) and such Participants (with respect to the owners of beneficial interests in such Global Security). The laws of some jurisdictions may require that certain purchasers of securities take physical delivery of such securities in definitive form. Such limits and laws may impair the ability to transfer beneficial interests in a Global Security.

So long as the Depositary, or its nominee, is the registered holder and owner of such Global Security, the Depositary or such nominee, as the case may be, will be considered the sole owner and holder of the related Debt Securities for all purposes of such Debt Securities and for all purposes under the Indenture. Except as set forth below or as otherwise provided in the applicable Prospectus Supplement, owners of beneficial interests in a Global Security will not be entitled to have the Debt Securities represented by such Global Security registered in their names, will not receive or be entitled to receive physical delivery of Debt Securities in definitive form and will not be considered to be the owners or holders of any Debt Securities under the Indenture or such Global Security. (Section 305)

Accordingly, each person owning a beneficial interest in a Global Security must rely on the procedures of the Depositary and, if such person is not a Participant, on the procedures of the Participant through which such person owns its interest, to exercise any rights of a holder of Debt Securities under the Indenture or such Global Security. The Company understands that under existing industry practice, in the event the Company requests any action of holders of Debt Securities or an owner of beneficial interest in a Global Security desires to take any action that the Depositary, as holder of such Global Security is entitled to take, the Depositary would authorize the Participants to take such action, and that the Participants would authorize beneficial owners owning through such Participants to take such action or would otherwise act upon the instructions of beneficial owners owning through them.

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Payment of principal of and premium, if any, and interest, if any, on Debt Securities represented by a Global Security will be made to the Depositary or its nominee, as the case may be, as the registered owner and holder of such Global Security.

The Company expects that the Depositary, upon receipt of any payment of principal, premium, if any, or interest, if any, in respect of a Global Security, will credit immediately Participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of such Global Security as shown on the records of the Depositary. The Company expects that payments by Participants to owners of beneficial interests in a Global Security held through such Participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers in bearer form or registered in "street name" and will be the responsibility of such Participants. Neither the Company nor the Trustee nor any agent of the Company or the Trustee will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in a Global Security for any Debt Securities or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests or for any other aspect of the relationship between the Depositary and its Participants or the relationship between such Participants and the owners of beneficial interests in such Global Security owning through such Participants.

Unless and until it is exchanged in whole or in part for Debt Securities in definitive form, a Global Security may not be transferred except as a whole by the Depositary to a nominee of such Depositary or by a nominee of such Depositary to such Depositary or another nominee of such Depositary.

Unless otherwise provided in the applicable Prospectus Supplement, Debt Securities represented by a Global Security will be exchangeable for Debt Securities in definitive form of like tenor as such Global Security in denominations of \$1,000 and in any greater amount that is an integral multiple thereof if (i) the Depository notifies the Company that it is unwilling or unable to continue as Depository for such Global Security or if at any time the Depository ceases to be a clearing agency registered under the Exchange Act; (ii) the Company in its discretion at any time determines not to have all of the Debt securities represented by a Global Security and notifies the Trustee thereof; or (iii) an Event of Default has occurred and is continuing with respect to the Debt Securities. (Section 305) Any Debt Security that is exchangeable pursuant to the preceding sentence is exchangeable for Debt Securities issuable in authorized denominations and registered in such names as the Depository shall direct. Subject to the foregoing, a Global Security is not exchangeable, except for a Global Security or Global Securities of the same aggregate denominations to be registered in the name of the Depository or its nominee.

Defeasance

The Indenture provides that, if such provision is made applicable to the Debt Securities of any series pursuant to the provisions of the Indenture, the Company may elect (i) to defease and be discharged from any and all obligations in respect of such Debt Securities except for certain obligations to register the transfer or exchange of such Debt Securities, to replace temporary, destroyed, stolen, lost or mutilated Debt Securities, to maintain paying agencies and to hold monies for payment in trust ("Defeasance") or (ii) (A) to omit to comply with certain restrictive covenants in Sections 1104 and 1105 (the covenants described above under "Limitation of Liens" and "Limitation on Sale and Leaseback Transactions") and (B) to deem the occurrence of any

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event referred to in clauses (iv) with respect to Sections 1104 and 1105, (v) and (vi) under "Events of Default" above not to be or result in an Event of Default if, in each case with respect to the Debt Securities of any series as provided in Section 1302 on or after the date the conditions set forth in Section 1303 are satisfied ("Covenant Defeasance"); in either case upon the deposit with the Trustee (or other qualifying trustee), in trust, of money and/or U.S. Government Obligations, which through the payment of interest and principal in respect thereof in accordance with their terms will provide money in an amount sufficient to pay the principal of and any premium and interest on the Debt Securities of such series on the respective stated maturities and any mandatory sinking fund payments or analogous payments on the days payable, in accordance with the terms of the Indenture and the Debt Securities of such series. The Prospectus Supplement relating to a series may further describe the provisions, if any, permitting such Defeasance or Covenant Defeasance with respect to the Debt Securities of a particular series. (Article Thirteen)

In the event the Company omits to comply with certain covenants of the Indenture with respect to the Debt Securities of any series as described above, and the Debt Securities of such series are declared due and payable because of the occurrence of an Event of Default, the amount of money and U.S. Government Obligations on deposit with the Trustee will be sufficient to pay amounts due on the Debt Securities of such series at the time of their Maturity but may not be sufficient to pay amounts due on the Debt Securities of such series at the time of the acceleration resulting from such Event of Default. The Company shall, however, remain liable for such payments.

Such defeasance could be treated as a redemption of the Debt Securities of that series prior to maturity in exchange for the property deposited in trust. In such event, each holder would generally recognize, at the time of defeasance, gain or loss measured by the difference between the amount of any cash and the fair market value of any property deemed received and the

holder's tax basis in the Debt Securities deemed surrendered. Thereafter, each holder would generally be subject to tax liability in respect of interest income and would recognize any gain or loss upon any disposition, including redemption, of the assets held in trust. Although tax might be owed, the holder of a defeased Debt Security would not receive cash (except for current payments of interest on the Debt Securities) until the maturity or earlier redemption of the Debt Securities. Such tax treatment could affect the purchase price that a holder would receive upon the sale of the Debt Securities.

Concerning the Trustee

Chemical Bank is the Trustee under the Indenture. The Trustee has from time to time made loans to the Company (including a current participation under the Company's three-year extendible revolving credit facility) and has performed other services for the Company in the normal course of its business and may provide such other services in the future. The Trustee may resign with respect to any series of the Debt Securities at any time, in which event the Company will be obligated to appoint a successor trustee. If the Trustee ceases to be eligible to continue as Trustee with respect to a series of Debt Securities or becomes incapable of acting as Trustee or becomes insolvent, the Company may remove such Trustee, or any Holder of the Debt Securities of such series for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of such Trustee and the appointment of a successor trustee with respect to such series. Any resignation or removal of the Trustee with respect to a series of Debt Securities and appointment of a successor trustee for such Trust does not become effective

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until acceptance of the appointment by the successor trustee. (Section 710) Pursuant to such resignation and successor trustee provisions, it is possible that a different trustee could be appointed to act as a successor trustee with respect to each series of Debt Securities. All references in this Prospectus to the Trustee should be read to take into account the possibility that each series of Debt Securities could have different successor trustees in the event of such a resignation or removal.

DESCRIPTION OF CAPITAL STOCK

The Company may issue, separately or together with or upon the conversion of or exchange for other Securities, Common Stock and Preferred Stock, all as set forth in the accompanying Prospectus Supplement relating to the Common Stock or Preferred Stock in respect of which this Prospectus is being delivered. The following summaries do not purport to be complete and are subject to, and are qualified in their entirety by reference to, the following documents: (i) the Company's Certificate of Incorporation, as amended (the "Certificate"), (ii) the Company's bylaws, as amended (the "Bylaws"), and (iii) an Amendment and Restatement dated as of August 8, 1989 of a Rights Agreement dated as of March 4, 1986 between the Company and First Chicago Trust Company of New York, as Rights Agent (the "Rights Agreement"). A copy of each of the Certificate, the Bylaws and Rights Agreement is filed as an exhibit to the Registration Statement.

The Company's authorized capital stock consists of 120,000,000 shares of common stock, par value \$2.50 per share, and 20,000,000 shares of preferred stock, par value \$1.00 per share, of which 800,000 shares have been designated as Series A Junior Participating Preferred Stock (the "Series A Preferred Stock") and 3,945,000 have been designated as Convertible Voting Preferred Stock, Series C (the "Series C Preferred Stock").

At the close of business on March 1, 1994, there were 37,786,859 shares of Common Stock outstanding, including approximately 1,812,186 shares held by LaSalle National Trust, N.A. in its capacity as trustee (the "ESOP Trustee") of the CBI Salaried Employee Stock Ownership Plan (1987) (the "ESOP"), but

not including (i) employee options to purchase an aggregate of 1,114,850 shares of Common Stock (of which options to purchase an aggregate of 894,550 shares of Common Stock were currently exercisable); (ii) 55,000 shares of Common Stock reserved under the CBI Restricted Stock Plan 1989; and (iii) 521,833 shares of Common Stock reserved for the CBI Employee Stock Purchase and Savings Plan (1992).

Common Stock

All outstanding shares of Common Stock are, and any shares of Common Stock sold hereunder will be, fully paid and nonassessable. Each holder of Common Stock is entitled to one vote per share held of record on all matters submitted to the stockholders for action. A vote by the holders of a majority of shares present at a meeting at which a quorum is present is necessary to take action, except for certain extraordinary corporate actions which require the vote of two-thirds of all outstanding shares entitled to vote thereon (or a majority of such outstanding shares if the extraordinary action is recommended by the Board of Directors). In addition, pursuant to a "fair price" provision in the Company's Certificate of Incorporation, certain business combinations involving the Company and any holder of more than 10% of the outstanding voting stock must be approved by the holders of 80% of the outstanding voting stock, unless approved by a majority of continuing directors or certain minimum price and procedural requirements are met. Any

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action required or permitted to be taken by stockholders may be taken only at a stockholders' meeting and not by written consent.

There are no cumulative voting rights in the election of directors to the Company's Board of Directors, which is divided into three classes, with members of each class serving a three-year term. Under the Company's By-Laws, written notice of any stockholder nomination of an individual for election as director must be received by the Secretary of the Company not less than 60 days prior to the first anniversary of the last meeting of stockholders called for the election of directors, and such notice must set forth certain specified information concerning the nominee.

Subject to the preferences applicable to any series of Preferred Stock described herein, holders of Common Stock are entitled to dividends when and as declared by the Board of Directors from funds legally available therefor and are entitled, in the event of liquidation, to share ratably in all assets remaining after the payment of liabilities. The Common Stock is neither redeemable nor convertible, and the holders thereof have no pre-emptive or subscription rights to purchase any securities of the Company.

The Company is the transfer agent for the Common Stock.

Preferred Stock

Under the Certificate of Incorporation, the Board of Directors is authorized, without further action of the stockholders, to provide for the issuance, and to fix the number, of shares of Preferred Stock, in one or more additional series, with such voting powers and with such designations, preferences, and relative, participating, optional or other special rights and qualifications, limitations or restrictions thereof as shall be set forth in resolutions providing for the issue thereof adopted by the Board of Directors or a duly authorized committee thereof.

Reference is made to the Prospectus Supplement which accompanies this Prospectus for the following terms and other information with respect to any series of Preferred Stock in respect of which this Prospectus is being delivered: (1) the specific title and stated value and the number of shares offered; (2) the price at which such offered shares shall be issued; (3) dividend rate (or method of calculation thereof); (4) dates on which dividends shall be payable; (5) whether such dividends

shall be cumulative and if cumulative, the date from which dividends shall commence to cumulate; (6) liquidation preferences; (7) the terms of any mandatory or optional redemption (including any sinking fund) provisions and the terms and conditions of any such redemption; (8) whether such Preferred Stock will be convertible into or exchangeable for Common Stock or other securities of the Company, and the terms and conditions of any such conversions or exchanges; (9) voting rights; (10) the securities exchange, if any, on which the Preferred Stock will be listed; and (11) any other preferences, privileges, limitations and restrictions with respect to such series of Preferred Stock.

No holder of Preferred Stock, solely by virtue of such holdings, has or will have any pre-emptive right to subscribe for or purchase any shares of any class or series of stock which is now or may hereafter be authorized or issued. All of the outstanding shares of Preferred Stock of the Company are, and shares sold hereby will be, fully paid and non-assessable.

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Unless otherwise specified in the applicable Prospectus Supplement, upon any liquidation, dissolution or winding up of the Company whether voluntary or involuntary, the holders of any series of Preferred Stock in respect of which this Prospectus is being delivered will have preference and priority over the Common Stock and any other class or series of stock of the Company ranking on liquidation junior to such series of Preferred Stock, for payment out of the assets of the Company or proceeds thereof, whether from capital or surplus, in the amount set forth in the applicable Prospectus Supplement. After such payment, the holders of such series of Preferred Stock will be entitled to no other payments unless otherwise provided in the applicable Prospectus Supplement. If, in the case of any such liquidation, dissolution or winding up of the Company, the assets of the Company or proceeds thereof shall be insufficient to make the full liquidation payment in respect of such series of Preferred Stock and liquidating payments on any other series of Preferred Stock ranking as to liquidation on a parity with such series, then those assets and proceeds will be distributed among the holders of such series of Preferred Stock and any such other series of Preferred Stock ratably in accordance with the respective amounts which would be payable on such shares of such series of Preferred Stock and such other series of Preferred Stock if all amounts thereon were paid in full. A sale of all or substantially all of the Company's assets or a consolidation or merger of the Company with one or more corporations shall not be deemed to be a liquidation, dissolution or winding up of the Company unless otherwise provided in the applicable Prospectus Supplement.

The Preferred Stock may be issued in the form of global Preferred Stock Certificates, registered in the name of a depositary or its nominee. If global Preferred Stock Certificates are issued, holders will not be entitled to receive definitive certificates representing shares of Preferred Stock. In such instance, a holder's ownership of Preferred Stock will be recorded on or through the records of the brokerage firm or other entity that maintains such holder's account. In turn, the total number of shares of Preferred Stock held by an individual brokerage firm for its clients will be maintained on the records of the depositary in the name of such brokerage firm or its agent. Transfer of ownership of any shares of Preferred Stock represented by a global Preferred Stock Certificate will be effected only through the selling holder's brokerage firm.

Unless otherwise specified in the applicable Prospectus Supplement, the series of Preferred Stock in respect of which this Prospectus is being delivered will rank as to dividends and upon liquidation on a parity with the Series C Preferred Stock and senior to the Series A Junior Participating Preferred Stock.

Series A Preferred Stock Purchase Rights and Series A Preferred Stock

On March 4, 1986, the Board of Directors of the Company declared a dividend distribution of one preferred stock purchase

right ("Right"), for each share of Common Stock outstanding on March 18, 1986 and for each share of Common Stock issued thereafter until the Distribution Date (as defined below) and, in certain circumstances, for shares issued after such date. Each Right entitles the registered holder to purchase from the Company one one-hundredth (1/100) of a share of Series A Preferred Stock at a Purchase Price of \$50.00 (the "Purchase Price"). The terms and conditions of the rights are contained in an Amendment and Restatement dated as of August 8, 1989 of a Rights Agreement dated as of March 4, 1986 between the Company and First Chicago Trust Company of New York, as Rights Agent (the "Rights Agreement").

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As discussed below, until the occurrence of certain events, initially the Rights will not be exercisable, certificates for the Rights will not be issued, and the Rights will automatically trade with the Common Stock.

Until the close of business on the Distribution Date, which will occur on the earlier of (i) the tenth day following the date of a public announcement that a person or group of affiliated or associated persons ("Acquiring Person") has acquired, or obtained the right to acquire, beneficial ownership of 20% or more of the outstanding Common Stock (the "Stock Acquisition Date") or (ii) the tenth business day (or such later date as may be determined by the Board of Directors prior to any person becoming an Acquiring Person) after the commencement of a tender or exchange offer by a Person (as defined in the Rights Agreement) which could result in the ownership by such Person of 20% or more of the outstanding Common Stock, the Rights will be represented by and transferred only with the Common Stock. Until the Distribution Date, new certificates issued for Common Stock will contain a legend incorporating the Rights Agreement by reference, and the surrender for transfer of any of the Common Stock certificates will also constitute the transfer of the Rights associated with the Common Stock represented by those certificates. As soon as practicable following the Distribution Date, separate Rights Certificates will be mailed to holders of record of Common Stock at the close of business on the Distribution Date, and thereafter the Rights Certificates alone will evidence the Rights.

The Rights are not exercisable until the Distribution Date. The Rights will expire at the close of business on March 18, 1996, unless redeemed or exchanged earlier as described below.

Currently, there are no shares of Series A Preferred Stock issued or outstanding. The Series A Preferred Stock will be nonredeemable and, unless otherwise provided in connection with the creation of a subsequent series of Preferred Stock, subordinate to all other series of the Preferred Stock. Each share of Series A Preferred Stock will be entitled to receive, when, as and if declared, a quarterly dividend in an amount equal to the greater of \$10.00 per share or 100 times the quarterly cash dividend declared on the Common Stock. In addition, the Series A Preferred Stock is entitled to 100 times any non-cash dividends (other than dividends payable in Common Stock) declared on the Common Stock, in like kind. In the event of liquidation, the holders of Series A Preferred Stock will be entitled to receive a liquidation payment in an amount equal to the greater of \$50.00 per share or 100 times the liquidation payment made per share of Common Stock. Each share of Series A Preferred Stock will have 100 votes, voting together with the Common Stock and not as a separate class (except during a dividend default period (occurring when dividends equal to six quarterly dividends are in arrears), during which there will be a right to elect two directors voting as a class), unless otherwise required by law or by the Company's Certificate of Incorporation. In the event of any merger, consolidation or other transaction in which shares of Common Stock are exchanged or changed, each share of Series A Preferred Stock will be entitled to receive 100 times the amount received per share of Common Stock. The rights of the Series A Preferred Stock as to dividends, voting rights and liquidation are protected by antidilution provisions.

If (i) any Person becomes an Acquiring Person other than pursuant to a tender or exchange offer for all outstanding shares of Common Stock that the Board of Directors, taking into account the long-term value of the Company and all other factors that the Board considers relevant, determines to be at a price and on terms that are fair to the holders of Common Stock (a "Permitted Tender Offer"), or (ii) during such time as there is an Acquiring Person,

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there shall be a reclassification of securities, recapitalization, reorganization or other transaction involving the Company which increases the proportionate equity share of the Acquiring Person, then in either such event each holder of a Right, other than the Acquiring Person, upon exercise of the Right and payment of the Purchase Price, will have the right to receive, in lieu of Series A Preferred Stock, a number of shares of Common Stock ("Adjustment Shares") having a value, based upon the market price during the period immediately preceding such event, equal to twice the Purchase Price. To the extent that insufficient shares of Common Stock are available for the exercise in full of the Rights, holders of Rights will receive upon exercise shares of Common Stock to the extent available and then cash, property or other securities of the Company (which may be accompanied by a reduction in the Purchase Price), in proportions determined by the Company, so that the aggregate value received is equal to the value of the Adjustment Shares. The Board of Directors may, at its option up to the time an Acquiring Person beneficially owns 50% or more of the outstanding Common Stock, exchange all or part of the then outstanding and exercisable Rights for Common Stock, at an exchange rate of one share of Common Stock per Right, subject to adjustment. Rights are not exercisable following the acquisition of shares of Common Stock by an Acquiring Person as referred to in clause (i) of this paragraph until the expiration of the period during which the Rights may be redeemed as described below. Notwithstanding the foregoing, after an event described in clause (i) or (ii) of this paragraph, Rights that are (or, under certain circumstances, Rights that were) beneficially owned by the Acquiring Person will be null and void.

If, after any Person becomes an Acquiring Person, unless the Rights are redeemed earlier, (i) the Company is a party to a merger or other business combination in which any shares of the Common Stock are changed into or exchanged for other securities or assets or (ii) more than 50% of the assets or earning power of the Company and its subsidiaries (taken as a whole) are sold or transferred in one or more transactions, proper provision shall be made so that each holder of record of a Right will from and after that time have the right to receive, upon exercise of the Right and payment of the Purchase Price, that number of shares of common stock of the principal third party to the transaction which is equal to the Purchase Price divided by one-half of the average market price of a share of such party's common stock during the period immediately preceding such transaction.

At any time until twenty days following the Stock Acquisition Date, the Board of Directors may cause the Company to redeem the Rights in whole, but not in part, at a price of \$.05 per Right, subject to adjustment ("the Redemption Price"). Upon the action of the Board of Directors authorizing redemption of the Rights, the right to exercise the Rights will terminate, and the holders of Rights will only be entitled to receive the Redemption Price.

The terms of the Rights may be amended by the Board of Directors, but (following the Distribution Date) no amendment may adversely affect the interests of the holders of Rights. Until a Right is exercised, the holder, as such, will have no rights as a stockholder of the Company, including without limitation, the right to vote or to receive dividends.

Series C Preferred Stock

All outstanding shares of the Series C Preferred Stock are held by the ESOP Trustee. The Series C Preferred Stock has a

liquidation preference over the Common Stock and the Series A Preferred Stock of \$32.40 per share (plus accrued and unpaid dividends), pays cumulative dividends semi-annually in the amount of \$2.27 per share per annum and is convertible, either at the

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option of the holder or automatically in the event such Series C Preferred Stock is no longer held by the ESOP Trustee, into one and one-half shares of Common Stock per share of Series C Preferred Stock, subject to antidilution adjustment under certain circumstances. Holders of the Series C Preferred Stock are entitled to vote on all matters upon which holders of the Common Stock are entitled to vote, based on the number of shares of Common Stock into which the Series C Preferred Stock could be converted on the record date. Participants in the ESOP confidentially direct the ESOP Trustee as to how any Stock allocated to their accounts shall be voted. The ESOP Trustee exercises its discretion to vote shares, both allocated and unallocated, for which no directions are received. In the event of a tender offer for any Common Stock or Series C Preferred Stock ("Stock") held by the ESOP, each participant is to instruct the ESOP Trustee regarding Stock allocated to his account. Stock which has not been allocated will be dealt with by the ESOP Trustee in proportion to the directions received (or not received) for the allocated Stock. In the event of a business combination, as defined, the ESOP terminates and the ESOP assets are used first to repay a loan obligation of the ESOP and then allocated pro rata among the participants.

If at any time dividends payable on any of the Preferred Stock entitled to receive cumulative preferred dividends are in arrears and unpaid in an amount equal to the amount of dividends payable thereon for six quarterly dividend periods, the number of members of the Board of Directors shall increase by two and the holders of the Preferred Stock, voting separately as a class, shall have the exclusive right to elect such two directors. In addition, the vote of a majority of the outstanding shares of Series C Preferred Stock, voting separately as a series, is required before certain rights of the Series C Preferred Stock may be adversely affected. The Series C Preferred Stock may be redeemed by the Company, in whole or in part, at the Company's option, commencing May 1, 1990, at a price equal initially to 105% of the purchase price, or \$34.02 per share, declining by 1% each year until May 1, 1995, at and after which date the redemption price will be equal to the purchase price of \$32.40 per share, plus in each case, an amount equal to all dividends accrued and unpaid on such share to the date fixed for redemption.

Delaware Law and Certain Charter and Bylaw Provisions

The Company is subject to the provisions of Section 203 of the General Corporation Law of the State of Delaware. In general, the statute prohibits a publicly-held Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a period of three years after the date that the person became an interested stockholder unless (with certain exceptions) the business combination or the transaction in which the person became an interested stockholder is approved in a prescribed manner. Generally, a "business combination" includes a merger, asset or stock sale or other transaction resulting in a financial benefit to an interested stockholder. Generally, an "interested stockholder" is a person who, together with affiliates and associates, owns (or within three years prior, did own) 15% or more of the corporation's voting stock.

The Certificate of Incorporation, as amended, and the Bylaws, as amended, also include provisions which could be utilized to make more difficult, and possibly discourage, attempts to acquire control of the company. These provisions include, without limitations, a "classified board" (election of approximately one-third of the directors at each annual meeting), the authorized but unissued shares of Preferred Stock, "fair price" provisions relating to certain proposed business combinations between the Company and an "Interested Stockholder"

(i.e., the beneficial owner of 10% or more of the company voting stock). Any action required

or permitted to be taken by stockholders may be taken only at a stockholders' meeting and not by written consent. Written notice of any stockholder nomination of an individual for election as director must be received by the Secretary of the Company not less than 60 days prior to the first anniversary of the last meeting of stockholders called for the election of directors, and such notice must set forth certain specified information concerning the nominee.

PLAN OF DISTRIBUTION

General

The Company may sell the Securities (i) through underwriters or dealers; (ii) directly to one or more other purchasers; (iii) through agents; (iv) to both investors and/or dealers through a specific bidding or auction process or otherwise; or (v) through a combination of such methods of sale. The Prospectus Supplement with respect to the Securities will set forth the terms of the offering of such Securities, including the name or names of any underwriters, dealers or agents, the purchase price of such Securities and the proceeds to the Company from such sale, any underwriting discounts and other items constituting underwriters' compensation, any initial public offering price and any discounts, commissions or concessions allowed or reallocated or paid to dealers, and any bidding or auction process. Any initial offering price and any discounts, concessions or commissions allowed or reallocated or paid to dealers may be changed from time to time.

If underwriters are used in an offering, the Securities will be acquired by the underwriters for their own account. The Securities may be offered to the public either through underwriting syndicates represented by one or more managing underwriters or directly by one or more of such firms. The specific managing underwriter or underwriters, if any, will be set forth in the Prospectus Supplement relating to the Securities together with the members of the underwriting syndicate, if any. Unless otherwise set forth in the Prospectus Supplement, the obligations of the underwriters to purchase the Securities will be subject to certain conditions precedent and the underwriters will be obligated to purchase all such Securities if any are purchased.

The Securities may be sold directly by the Company or through agents designated by the Company from time to time. The Prospectus Supplement will set forth the name of any agent involved in the offer or sale of the Securities in respect of which the Prospectus Supplement is delivered and any commissions payable by the Company to such agent. Unless otherwise indicated in the Prospectus Supplement, any such agent is acting on a best efforts basis for the period of its appointment.

The Securities may be sold from time to time in one or more transactions, at a fixed price, at varying prices determined at the time of sale, at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at negotiated prices. The Company may also offer and sell the Securities in exchange for one or more of its outstanding issues of debt securities or preferred stock.

Any underwriters, dealers, or agents participating in the distribution of the Securities may be deemed to be underwriters and any discounts or commissions received by them on the sale or resale of the Securities may be deemed to be underwriting discounts and commissions under the Securities Act of 1933, as amended (the "Securities Act"). Underwriters, dealers or agents may be entitled, under agreements entered into with the Company, to

indemnification by the Company, against certain liabilities, including liabilities under the Securities Act, and to contribution with respect to payments which the underwriters, dealers or agents may be required to make in respect thereof. Underwriters, dealers and agents may engage in transactions with or perform services for the Company in the ordinary course of business.

The Securities, other than the Common Stock, will be a new issue or issues of securities with no established trading market. The Common Stock is listed, and the Company may apply for the listing of any Preferred Stock, on the New York Stock Exchange. No assurance can be given that the underwriters, dealers or agents, if any, involved in the sale of the Securities will make a market in such Securities. Whether or not any of the Securities are listed on a national securities exchange or the underwriters, dealers or agents, if any, involved in the sale of the Securities make a market in such Securities, no assurance can be given as to the liquidity of the trading market for such Securities.

If so indicated in the Prospectus Supplement, the Company will authorize underwriters or other persons acting as the Company's agents to solicit offers by certain institutions to purchase Securities from the Company pursuant to contracts providing for payment and delivery on a future date. Institutions with which such contracts may be made include commercial and savings banks, insurance companies, pension funds, investment companies, educational and charitable institutions and others, but in all cases will be subject to the approval of the Company. The obligations of any purchaser under any such contract will be subject to the condition that the purchase of the Securities shall not at the time of delivery be prohibited under the laws of the jurisdiction to which such purchaser is subject. The underwriters and such agents will not have any responsibility in respect of the validity or performance of such contracts.

Offers to purchase Securities may be solicited directly by the Company and sales thereof may be made by the Company directly to institutional investors or others who may be deemed to be underwriters within the meaning of the Securities Act with respect to any resale thereof. The terms of any such sales will be described in the Prospectus Supplement relating thereto. Except as set forth in the applicable Prospectus Supplement, no director, officer or employee of the Company or its subsidiaries will solicit or receive a commission in connection with direct sales by the Company of the Securities, although such persons may respond to inquiries by potential purchasers and perform ministerial and clerical work in connection with any such direct sales.

EXPERTS

The Annual Report on Form 10-K for the fiscal year ended December 31, 1993 of the Company incorporated by reference in this prospectus and elsewhere in the registration statement has been audited by Arthur Andersen & Co., independent public accounts, as indicated in their reports with respect thereto, and is included herein in reliance upon the authority of said firm as experts in accounting and auditing in giving said reports. Reference is made to said reports, which call attention to 1992 changes in accounting principles with respect to the methods of accounting for income taxes and for postretirement benefits other than pensions.

VALIDITY OF SECURITIES

The validity of the Securities offered hereby will be passed upon for the Company by Charles O. Ziemer, Esq., General Counsel of the Company, and will be passed upon for any underwriter, dealer or

Stock. The opinions of Mr. Ziemer and Mayer, Brown & Platt with respect to certain series of Securities may be subject to certain conditions and assumptions, as indicated in the Prospectus Supplement describing such series. Mayer, Brown & Platt is currently representing the Company in certain legal matters.

No person has been authorized to give any information or to make any representations not contained in this Prospectus and, if given or made, such information or representations must not be relied upon as having been authorized by the Company or any underwriter, agent or dealer. This Prospectus does not constitute an offer of any securities other than those to which it relates or an offer to sell, or a solicitation of an offer to buy, to any person in any jurisdiction where such an offer or solicitation would be unlawful. Neither the delivery of this Prospectus nor any sale made hereunder shall, under any circumstances, create any implication that the information contained herein is correct as of any time subsequent to the date hereof.

\$300,000,000

[LOGO]

CBI INDUSTRIES, INC.

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PART II.
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution

The expenses in connection with the issuance and distribution of the Securities being registered are as follows, other than the underwriting discounts and commissions. All such expenses are estimated except for the SEC Filing Fees:

SEC Filing Fee	\$103,448
Trustee's Fees and Expenses	\$ 30,000
Accounting Fees and Expenses	\$ 30,000
Legal Fees and Expenses	\$ 75,000
Printing Expenses	\$ 80,000
Blue Sky Fees and Expenses	\$ 15,000
Rating Agency Fees	\$120,000
Miscellaneous Expenses	\$ 21,522
Total	\$475,000

Item 15. Indemnification of Directors and Officers.

Reference is made to Section 145 of the General Corporation Law of the State of Delaware which provides generally that a person sued as a director, officer, employee or agent of a corporation may be indemnified by the corporation in non-derivative suits for expenses (including attorneys' fees), judgments, fines and amounts paid in settlement if such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation. In the case of criminal actions and proceedings such person must also have had no reasonable cause to believe his conduct was unlawful. Indemnification of expenses is also authorized in stockholder derivative actions provided such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and so long as he had not been found liable to the corporation. Even in this latter instance, the court may determine that in view of all the circumstances such person is entitled to indemnification for such expenses as the court deems proper. A person sued as a director, officer, employee or agent of a corporation who has been successful in defense of the action must be indemnified by the corporation against expenses. A corporation may amend its certificate of incorporation to eliminate or limit personal liability of a director to the corporation or its stockholders for monetary damages for breach of the director's fiduciary duty of care, although such an amendment may not eliminate the liability of a director for breaching his duty of loyalty, failing to act in good faith, engaging in intentional misconduct or knowingly violating a law, declaring an illegal dividend or approving an illegal stock repurchase, or obtaining an improper personal benefit.

Article Sixteenth of the Company's Certificate of Incorporation eliminates director liability to the extent described in the preceding sentence. Article VIII of the Company's By-Laws permits indemnification of directors and officers of the Company to the fullest extent permitted by the Delaware General Corporation Law, and provides that expenses incurred by a director or officer in defending certain suits or proceedings may be conditionally paid by the Company in advance of the final disposition of such actions.

The Company has provided liability insurance for each director and officer for certain losses arising from claims or charges made against them while acting in their capacities of directors or officers of the Company.

Item 16. Exhibits.

The following exhibits are filed as part of this Registration Statement.

- (1) (a) --Form of Underwriting Agreement for Debt Securities.
- (b) --Form of Underwriting Agreement for Capital Stock.
- (c)* --Form of Agency Agreement.
- (4) (a) --Form of Indenture dated as of March 1, 1994 between the Company and Chemical Bank, as Trustee.
- (b) --Certificate of Incorporation of the Company, as amended, (filed as Exhibit 3 to the Company's Form 10-Q Quarterly Report dated November 13, 1992 (Commission File No. 1-7833) and incorporated herein by reference).
- (c) --By-laws, as amended (filed as Exhibit 3(b) to the Company's Form 10-K Annual Report for the fiscal year ended December 31, 1990 (Commission File No. 1-7833) and incorporated by reference herein).
- (d) --Amendment and Restatement dated as of August 8, 1989 of a Rights Agreement dated as of March 4, 1986 between the Company and First Chicago Trust Company, as Rights

- (5) --Opinion of Charles O. Ziemer, Senior Vice President and General Counsel of CBI Industries, Inc.
- (12) --Statement of computation of ratios of earnings to fixed charges and earnings to fixed charges and preferred stock dividends.
- (23) (a) --Consent of Arthur Andersen & Co.
 - (b) --Consent of Charles O. Ziemer (contained in, and incorporated herein by reference to, Exhibit 5)
- (24) --Power of Attorney (included under the caption entitled "Power of Attorney" in Part II of this Registration Statement).
- (25) --Form T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of Chemical Bank.

*To be filed by amendment or as an exhibit to Form 8-K in reference to the specific offering of Securities, if any, to which it relates.

Item 17. Undertakings.

The undersigned registrant hereby undertakes as follows:

(a) (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) to include any prospectus required by Section 10(a) (3) of the Securities Act of 1933;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement;

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that undertakings (i) and (ii) do not apply if the information required to be included in a post-effective amendment is contained in periodic reports filed by the Registrant pursuant to Sections 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) (1) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities

at that time shall be deemed to be the initial bona fide offering thereof.

(2) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described in Item 15 above, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(c)(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be a part of this Registration Statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Village of Oak Brook, State of Illinois on March 9, 1994.

CBI INDUSTRIES, INC.

By: /S/ John E. Jones
John E. Jones, Chairman of the
Board, President and Chief
Executive Officer

POWER OF ATTORNEY

We, the undersigned officers and directors of CBI Industries, Inc., hereby severally constitute and appoint John E. Jones, George L. Schueppert, and Buel T. Adams, and each of them, agent and attorney-in-fact, with full power of substitution and resubstitution for them and in their names, place and stead, to sign for us, and in our names in the capacities indicated below, any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as each of us might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents, or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Witness our hands on the date set forth below.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated below on March 9, 1994.

Signature	Title
/S/ John E. Jones John E. Jones	Chairman of the Board, President and Chief Executive Officer (Principal Executive Officer)
/S/ Lewis E. Akin Lewis E. Akin	Executive Vice President and Director
/S/ Wiley N. Caldwell Wiley N. Caldwell	Director
/S/ Robert J. Daniels Robert J. Daniels	Executive Vice President and Director
/S/ Robert G. Wallace Robert G. Wallace	Director
Robert J. Day	Director
John T. Horton	Director
Gary E. MacDougal	Director
Edward J. Mooney	Director
/S/ George L. Schueppert George L. Schueppert	Executive Vice President -Finance and Director (Principal Financial Officer)
/S/ Alan J. Schneider Alan J. Schneider	Vice President and Controller (Principal Accounting Officer)
/S/ John F. Riordan John F. Riordan	Director
Robert T. Stewart	Director
/S/ E.H. Clark, Jr. E.H. Clark, Jr.	Director

exhibit no.	description	sequentially numbered page
(1) (a)	Form of Underwriting Agreement for Debt Securities.	
(b)	Form of Underwriting Agreement for Capital Stock.	
(c)*	Form of Agency Agreement.	
(4) (a)	Form of Indenture dated as of March 1, 1994 between the Company and Chemical Bank, as Trustee.	
(b)	Certificate of Incorporation of the Company, as amended, (filed as Exhibit 3	

to the Company's Form 10-Q Quarterly Report dated November 13, 1992 (Commission File No. 1-7833) and incorporated herein by reference).

- (c) By-laws, as amended (filed as Exhibit 3(b) to the Company's Form 10-K Annual Report for the fiscal year ended December 31, 1990 (Commission File No. 1-7833) and incorporated by reference herein).
- (d) Amendment and Restatement dated as of August 8, 1989 of a Rights Agreement dated as of March 4, 1986 between the Company and First Chicago Trust Company, as Rights Agent (filed as Exhibit (2) to the Company's Current Report on Form 8-K dated August 8, 1989 (Commission File No. 1-7833) and incorporated herein by reference).
- (5) Opinion of Charles O. Ziemer, Senior Vice President and General Counsel of CBI Industries, Inc.
- (12) Statement of computation of ratios of earnings to fixed charges and earnings to fixed charges and preferred stock dividends.
- (23) (a) Consent of Arthur Andersen & Co.

(b) Consent of Charles O. Ziemer (contained in, and incorporated herein by reference to, Exhibit 5)
- (24) Power of Attorney (included under the caption entitled "Power of Attorney" in Part II of this Registration Statement).
- (25) Form T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of Chemical Bank.

* To be filed by amendment or as an exhibit to Form 8-K in reference to the specific offering of Securities, if any, to which it relates.

EXHIBIT (1) (a)

CBI INDUSTRIES, INC.
[DEBT SECURITIES]

UNDERWRITING AGREEMENT

[Date]

[Names and addresses of Underwriters]

Dear Sirs:

CBI Industries, Inc., a Delaware corporation (the "Company"), proposes to issue and sell to the Underwriters named in Schedule I hereto (the "Underwriters") _____ aggregate principal amount of _____ % Notes due _____ (the "Securities"). The Securities are to be issued under an Indenture (the "Indenture"), dated as of March 1, 1994, between the Company and Chemical Bank, as the trustee (the "Trustee"). This is to confirm the agreement concerning the purchase of the Securities from the Company by the Underwriters.

1. The Company represents, warrants and agrees that:

(a) A registration statement on Form S-3 with respect to the Securities (i) has been prepared by the Company in conformity in all material respects with the requirements of the Securities Act of 1933, as amended (the "Act"), and the rules and regulations of the Securities and Exchange Commission (the "Commission") thereunder, (ii) has been filed with the Commission under the Act and (iii) has become effective under the Act. If any post-effective amendment to such registration statement has been filed with the Commission prior to the execution and delivery of this Agreement, the most recent such amendment has been declared effective by the Commission. Copies of that registration statement as amended to date have been delivered by the Company to you as the representative (the "Representative") of the Underwriters. As used in this Agreement, "Effective Time" means the date and the time as of which such registration statement, or the most recent post-effective amendment thereto, if any, was declared effective by the Commission; "Effective Date" means the date of the Effective Time; "Preliminary Prospectus" means each prospectus included in that registration statement or amendments thereto before it becomes effective under the Act, and any prospectus filed with the Commission by the Company with the consent of the Representative pursuant to Rule 424(a) of the

Rules and Regulations, relating to the offering and sale of the Securities; "Registration Statement" means that same registration statement when it becomes effective under the Act, including any documents incorporated by reference at that time; and "Prospectus" means the prospectus or prospectus supplement as first filed with the Commission by the Company with the consent of the Representative pursuant to Rule 424(b) of the Rules and Regulations, relating to the offering and sale of the Securities. Reference made herein to any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents incorporated by reference therein as of the date of such Preliminary Prospectus or Prospectus, as the case may be, and any reference to any amendment or supplement to any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents filed under the Securities Exchange Act of 1934 (the "Exchange Act") after the date of such Preliminary Prospectus or Prospectus, as the case may be, and incorporated by reference in such Preliminary Prospectus or Prospectus. The Company has not received any order from the Commission or otherwise preventing or suspending the use of any Preliminary Prospectus. For purposes of this Agreement, "Rules and Regulations" means the rules and regulations adopted by the Commission under either the Act or the Exchange Act as applicable.

(b) The Registration Statement and the Prospectus conform, and any post-effective amendment to the Registration Statement and the Prospectus as amended or supplemented, including any document filed by the Company after the Effective Date pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act prior to the termination of the offering of the Securities ("Incorporated Documents"), will conform, in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the Rules and Regulations. The Indenture conforms to the requirements of the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and the applicable rules and regulations thereunder. The Registration Statement (as of the Effective Time) did not, and any post-effective amendment thereto, the Prospectus and the Prospectus as amended or supplemented (including Incorporated Documents) as of the date of filing will not, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representation or warranty as to that part of the Registration Statement which consists of the Statement of Eligibility and Qualification under the Trust Indenture Act of the Trustee or as to information contained in or omitted from the Registration Statement or the Prospectus in reliance upon and in conformity with written information furnished to the Company by the Trustee or through

the Representative by or on behalf of any Underwriter specifically for inclusion therein.

(c) Neither the Company nor any of its significant subsidiaries (as defined in Paragraph 12 of this Agreement) is in violation of its certificate of incorporation or by-laws or is in default under any agreement, indenture or instrument the effect of which violation or default would be material to the Company and its subsidiaries taken as a whole. The execution, delivery and performance of this Agreement and the transactions contemplated hereby, including without limitation the issuance and sale of the Securities by the Company, will not conflict with, result in the creation or imposition of any lien, charge or encumbrance upon any of the assets of the Company or any of its subsidiaries pursuant to the terms of, or constitute a breach or default under, any agreement, indenture or instrument, or result in a violation of the certificate of incorporation or by-laws of the Company or any of its subsidiaries or of any order, rule or regulation of any court or governmental agency having jurisdiction over the Company, any of its subsidiaries or their property. Except as required by the Act, the Exchange Act and applicable state securities laws, no consent, authorization or order of, or filing or registration with, any court or governmental agency is required for the execution, delivery and performance of this Agreement.

(d) The Company has been duly incorporated and is validly existing and in good standing as a corporation under the laws of the State of Delaware, with an authorized and outstanding capital stock as set forth in the Prospectus, is qualified to do business as a foreign corporation and is in good standing in each of the several jurisdictions where such qualification is required for the conduct of its business or the lease or ownership of its principal properties and has all necessary power and authority to transact its business as described in the Prospectus.

(e) Each of the subsidiaries of the Company has been duly incorporated and is validly existing and in good standing as a corporation under the laws of its jurisdiction of incorporation, is qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is required for the conduct of its business or the lease or ownership of its principal properties, in each case except where the failure to be duly incorporated, in good standing or so qualified would not materially adversely affect the business of the Company and its subsidiaries taken as a whole. Each of the subsidiaries has all necessary power and authority to transact the business in which it is presently engaged.

(f) Except as set forth in or contemplated by the Registration Statement and the Prospectus, since the date of the latest

audited financial statements of the Company included in the Registration Statement and Prospectus, there has not been any material adverse change in the condition of the Company and its subsidiaries taken as a whole, financial or otherwise, or in the results of operations or prospects of the Company and its subsidiaries taken as a whole; except as set forth in or contemplated by the Registration Statement or the Prospectus, neither the Company nor any of its subsidiaries has incurred any liability or obligation or entered into any transactions, in each case material to the Company and its subsidiaries taken as a whole, since the respective dates as of which information is given in the Registration Statement and the Prospectus otherwise than in the ordinary course of business; and, there has been no change in the consolidated financial position of the Company and its subsidiaries since the date of the most recent audited balance sheet included or incorporated by reference in the Registration Statement except (i) changes in the ordinary course of business which have not been, either individually or in the aggregate, materially adverse to the Company or (ii) changes described in or contemplated by the Registration Statement and the Prospectus.

(g) The Company holds all material tariffs, licenses, certificates and permits from governmental authorities necessary for the conduct of its business as described in the Prospectus and owns or possesses adequate rights to use all material patents, patent applications, trademarks, service marks, tradenames, trademark registrations, service mark registrations, copyrights and licenses necessary for the conduct of such business and has not received any notice of conflict with the asserted rights of others in respect thereof.

(h) The Company and its subsidiaries have good and marketable title in fee simple to all real property owned by them and good and marketable title to such of their personal property owned by them that is, when considered either individually or in the aggregate, necessary to the operations of the Company or any of its subsidiaries, as the case may be, in each case free and clear of all liens, encumbrances and defects except such as are described in the Prospectus or such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company and its subsidiaries; and any real property and buildings held under lease by the Company and its subsidiaries that are, when considered either individually or in the aggregate, necessary to the operations of the Company or any of its subsidiaries, as the case may be, are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company and its subsidiaries.

(i) Except as set forth in the Registration Statement and the Prospectus, neither the Company nor any of its subsidiaries has any litigation or governmental, administrative or other proceeding pending or threatened of a character which (a) could reasonably be expected to result in a judgment or decree having a material adverse effect on the business or financial condition of the Company and its subsidiaries taken as a whole, or (b) is required to be disclosed in the Registration Statement or the Prospectus.

(j) The Company is not in violation of any law, ordinance, governmental rule or regulation or court decree to which it may be subject nor has it failed to obtain any tariff, license, permit, franchise or other governmental authorization necessary to the ownership of its property or to the conduct of its business, which violation or failure to obtain is likely to have a material adverse effect on the condition (financial or other), properties, prospective results of operations or net worth of the Company and its subsidiaries, taken as a whole.

(k) To the best of the Company's knowledge, Arthur Andersen & Co., whose report appears in the Company's Annual Report on Form 10-K for the most recent year which is incorporated in the Prospectus by reference, are independent public accountants as required by the Act and the Rules and Regulations.

(l) The filing of the Registration Statement and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the board of directors of the Company, and all necessary corporate action to authorize and approve the same has been taken. The Securities have been duly authorized and, when issued, authenticated and delivered pursuant to the Indenture against payment of the agreed upon consideration therefor pursuant to this Agreement, such Securities will have been duly executed, authenticated, issued and delivered and will constitute valid and legally binding obligations of the Company entitled to the benefits provided by the Indenture, which is in the form filed as an exhibit to the Registration Statement, and will be enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity; the Indenture has been duly authorized and is duly qualified under the Trust Indenture Act and constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity; and the Indenture conforms and the

Securities, when issued, will conform to the descriptions thereof contained in the Registration Statement and the Prospectus. None of the Securities will be, on the Delivery Date (as hereinafter defined), subject to any lien, claim, encumbrance, pre-emptive rights or any other claim of any third party, other than those created or incurred by any Underwriter.

(m) All of the authorized shares of the Common Stock of the Company have been validly authorized and are fully paid and nonassessable with no personal liability attaching to the ownership thereof.

[If the Securities are convertible into common stock, add the following paragraph and such other representations as are deemed necessary or appropriate by the Company and the Representative:

(n) If the Securities are convertible into shares of common stock of the Company in accordance with the terms thereof and this Agreement, such shares of common stock initially issuable upon conversion of the Securities have been duly authorized and reserved for issuance, and when issued and delivered pursuant to the terms thereof will be validly issued;]

(o) The consolidated financial statements included or incorporated by reference as part of the Registration Statement or any Preliminary Prospectus or the Prospectus present fairly, and the financial statements in any Incorporated Document will present fairly, the financial condition and results of operations of the entities purported to be shown thereby, at the dates and for the periods indicated, and have been prepared, and in the case of financial statements included in any Incorporated Document will be prepared, in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved except as otherwise stated therein.

(p) Since the end of its latest fiscal year, the Company has timely filed all documents and amendments to previously filed documents required to be filed by it pursuant to Sections 12, 13, 14 and 15(d) of the Exchange Act. The documents incorporated by reference into each Preliminary Prospectus and the Prospectus as of the respective dates of filing with the Commission were, and each Incorporated Document will be, prepared by the Company in conformity in all material respects with the requirements of the Exchange Act and the Rules and Regulations, and such documents have been timely filed, or in the case of Incorporated Documents will be timely filed, as required thereby. True copies of each of the documents incorporated by reference into each Preliminary Prospectus and the Prospectus have been, and Incorporated Documents will be, promptly delivered by the Company to the Representative.

(q) There are no contracts or other documents that are required to be filed as exhibits to the Registration Statement by the Act or by the Rules and Regulations or which were required to be filed as exhibits to any document incorporated by reference in any Preliminary Prospectus or the Prospectus by the Exchange Act or the Rules and Regulations which have not been filed as exhibits to the Registration Statement, or incorporated therein by reference as permitted by the Rules and Regulations, or that are required to be summarized in the Prospectus that are not so summarized.

(r) No person has the right to require the Company to register any securities for offering and sale under the Act by reason of filing of the Registration Statement with the Commission or the issue and sale of the Securities by the Company.

(s) The Company has not taken and will not take, directly or indirectly, any action which is designed to cause or result in, or which has constituted or which might reasonably be expected to constitute, the stabilization or manipulation of the price of the Securities to facilitate the sale or resale of the Securities.

2. On the basis of the representations and warranties contained in, and subject to the terms and conditions of, this Agreement, the Company agrees to sell to each of the Underwriters, severally and not jointly, and each of the Underwriters, severally and not jointly, agrees to purchase the principal amount of Securities set forth opposite that Underwriter's name in Schedule I hereto at a purchase price equal to _____% of the principal amount of such Securities.

3. The Company shall not be obligated to deliver any Securities except upon payment for all the Securities to be purchased hereunder or as hereinafter provided.

If any Underwriter defaults in the performance of its obligations under this Agreement, the remaining non-defaulting Underwriters shall be obligated to purchase the Securities that the defaulting Underwriter agreed but failed to purchase in the respective proportions that the principal amount of the Securities set opposite the name of each remaining non-defaulting Underwriter in Schedule I hereto bears to the principal amount of the Securities set opposite the names of all the remaining non-defaulting Underwriters in Schedule I hereto; provided, however, that the remaining non-defaulting Underwriters shall not be obligated to purchase any Securities if the principal amount of the Securities that the defaulting Underwriter or Underwriters agreed but failed to purchase exceeds _____% of the aggregate principal amount of the Securities, and any remaining non-defaulting Underwriter shall not be obligated to purchase more than 110% of the principal amount of the Securities set opposite

its name in Schedule I hereto. If the foregoing maximums are exceeded, the remaining non-defaulting Underwriters, or those other underwriters satisfactory to the Representative who so agree, shall have the right, but shall not be obligated, to purchase, in such proportion as may be agreed upon among them, all of the Securities; if the remaining Underwriters or other underwriters satisfactory to the Representative do not elect to purchase the Securities that the defaulting Underwriter or Underwriters agreed but failed to purchase, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Company, except that the Company will continue to be liable for the payment of expenses as set forth in Paragraph 5(j) hereof.

Nothing contained herein shall relieve a defaulting Underwriter of any liability it may have to the Company for damages caused by its default. If other underwriters are obligated to agree to purchase the Securities that were to be purchased by a defaulting or withdrawing Underwriter, either the Representative or the Company may postpone the Delivery Date (as hereinafter defined) for up to seven full business days in order to effect any changes in the Registration Statement, the Prospectus or in any other document or arrangement that, in the opinion of counsel to the Company or counsel to the Underwriters, may be necessary.

4. Delivery of the Securities shall be made in [city, state] , at [time] , [city] time, on the fifth business day following the date of this Agreement or at such place or later date and time as shall be determined by agreement between the Representative and the Company. This date and time are sometimes referred to as the "Delivery Date." On the Delivery Date the Company shall deliver the Securities through the facilities of The Depository Trust Company for the account of each Underwriter against payment to or upon the order of the Company of the purchase price by [wire transfer of federal (same-day) funds] [certified or official bank check or check payable in New York Clearing House funds]. Time shall be of the essence, and delivery at the time and place specified pursuant to this Agreement is a further condition of the obligation of each Underwriter hereunder (subject to the timely delivery by the Representative of the request referred to in the following sentence). Upon delivery the Securities shall be in such denominations and registered in such names as the Representative shall request in writing not less than two full business days prior to the Delivery Date. For the purpose of expediting the checking and packaging of the Securities, the Company shall make the certificates therefor available for inspection by the Representative in New York, New York, not later than [time] on the business day prior to the Delivery Date.

All certificates, opinions and documents required to be

delivered, and payment hereunder, shall be delivered and paid on the Delivery Date specified at the offices of _____

_____,
counsel to the Company, [address] .

5. The Company agrees:

(a) To furnish promptly to the Representative and to counsel to the Underwriters a signed copy of the Registration Statement as originally filed with the Commission, and each amendment thereto filed with the Commission, including all documents incorporated therein by reference and Incorporated Documents and all consents and exhibits filed therewith;

(b) To deliver promptly to the Representative such number of conformed copies of the Registration Statement as originally filed and each amendment thereto and such number of each Preliminary Prospectus, the Prospectus, any amended or supplemented Prospectus, documents incorporated by reference in any of the foregoing documents and any Incorporated Documents, as the Representative may reasonably request;

(c) To file with the Commission any amendment to the Registration Statement or the Prospectus or any supplement to the Prospectus that may be, in the judgment of the Representative, required by the Act or requested by the Commission and approved by the Representative;

(d) Prior to filing with the Commission any Preliminary Prospectus, amendment to the Registration Statement or supplement to the Prospectus, any Prospectus pursuant to Rule 424 of the Rules and Regulations or any Incorporated Document, to furnish a copy thereof to the Representative and counsel to the Underwriters and obtain the consent of the Representative to the filing;

(e) To comply with all requirements imposed by the Act necessary for the distribution of the Securities as contemplated by the provisions hereof and by the Prospectus and to make the requisite filings with the Commission pursuant to Rule 430A and to advise the Representative immediately (i) of such filings or when any post-effective amendment thereto becomes effective, (ii) of any request by the Commission for an amendment to the Registration Statement, a supplement to the Prospectus, an amendment to any documents incorporated by reference in the Prospectus, any Incorporated Document or any amendment thereto or for any additional information, (iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any order directed to any document incorporated by reference in the Prospectus or any Incorporated Document, or of the initiation or threat of any stop-order

proceeding or of any challenge to the accuracy or adequacy of any document incorporated by reference in the Prospectus or any Incorporated Document, (iv) of receipt by the Company of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose, and (v) of the happening of any event prior to the termination of the offering of the Securities that makes untrue any statement of a material fact made in the Registration Statement or the Prospectus or that may require the making of a change in the Registration Statement or the Prospectus in order to make any material statement therein not misleading;

(f) If the Commission shall issue a stop order suspending the effectiveness of the Registration Statement, to make every reasonable effort to obtain the lifting of that order at the earliest possible time;

(g) As soon as practicable after the effective date of the Registration Statement, to make generally available to its security holders and to deliver to the Representative an earnings statement, conforming with the requirements of Section 11(a) of the Act, covering a period of at least twelve months beginning after the effective date of the Registration Statement;

(h) For a period of three years after the effective date of the Registration Statement, to furnish to the Representative copies of all public reports and all reports and financial statements furnished by the Company to the New York Stock Exchange, Inc., pursuant to requirements of or agreements with such Exchange or to the Commission pursuant to the Exchange Act or any Rule or Regulation, and to furnish from time to time such other information concerning the Company as the Representative may reasonably request;

(i) To take or cause to be taken all necessary action and furnish to whomever the Representative may direct such information as may be required in qualifying the Securities for sale under the laws of such jurisdictions which the Representative shall designate; provided, however, that in no event shall the Company be obligated to qualify as a foreign corporation, or to execute a general consent for service of process, in any jurisdiction in which it is not now so qualified. In each jurisdiction where any of the Securities shall have been qualified as above provided, the Company will file such reports and statements as may be required to continue such qualification for a period of not less than one year from the effective date of the Registration Statement;

(j) To pay (i) the costs incident to, and any taxes payable in connection with, the authorization, issuance, sale and delivery

of the Securities, (ii) the costs incident to the preparation, printing and filing under the Act of the Registration Statement, any Preliminary Prospectus and the Prospectus and any amendments and exhibits thereto, (iii) any costs incident to the preparation, printing and filing of any document and any amendments and exhibits thereto required to be filed by the Company under the Exchange Act, (iv) the costs of distributing the Registration Statement as originally filed and each amendment thereto and any post-effective amendments thereto (including exhibits), any Preliminary Prospectus, the Prospectus, any amendment or supplement to the Prospectus, any documents incorporated by reference in any of the foregoing documents and any Incorporated Documents, as provided in this Agreement, (v) the costs of printing and distributing the Agreement Among Underwriters, this Agreement, the Selected Dealer Agreement, and the Underwriters' Questionnaire and Power of Attorney, (vi) any costs of filings with the National Association of Securities Dealers, Inc. or any costs of listing the Securities on any securities exchange, (vii) any fees and expenses of qualifying the Securities under the securities laws of the several jurisdictions as provided in this paragraph and of preparing, printing and distributing a Blue Sky Memorandum, including fees and expenses of counsel to the Underwriters in connection therewith, and (viii) all other costs and expenses incident to the performance of the Company's obligations under this Agreement; provided, however, that except as provided in this Paragraph and in Paragraph 9, the Underwriters shall pay their own costs and expenses, including the fees and expenses of their counsel, any transfer taxes on the Securities that they may sell, and the expenses of advertising made by the Underwriters in connection with any offering of the Securities;

(k) Until the termination of the offering of the Securities, to timely file all documents, and any amendments to previously filed documents, required to be filed by it pursuant to Sections 12, 13, 14 or 15(d) of the Exchange Act;

(l) During the period beginning from the date hereof and continuing to and including the Delivery Date, not to announce an offer for sale, make an offer for sale, sell or otherwise dispose of any debt securities of the Company which have terms substantially similar to the terms of the Securities, without the consent of the Representative; and

(m) The Company will not take, directly or indirectly, any action which is designed to cause or result in, or which might reasonably be expected to constitute, the stabilization or manipulation of the price of the Securities to facilitate the sale or resale of the Securities.

6. (a) The Company shall indemnify and hold harmless each

Underwriter and each person, if any, who controls any Underwriter within the meaning of the Act from and against any losses, claims, damages or liabilities, joint or several (and any actions in respect thereof), to which that Underwriter or controlling person may be subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (and actions in respect thereof) arise out of, or are based upon, any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Registration Statement, the Prospectus, any Incorporated Document or the Registration Statement or Prospectus as amended or supplemented, or arise out of, or are based upon, the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and shall reimburse each Underwriter and each such controlling person promptly upon demand for any legal and other expenses reasonably incurred by that Underwriter or controlling person in investigating, defending or preparing to defend against any such loss, claim, damage, liability or action; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission made in any Preliminary Prospectus or in the Registration Statement or the Prospectus or any amendment or supplement thereto in reliance upon and in conformity with written information regarding such Underwriter or the arrangements with respect to the underwriting of the transactions contemplated hereby furnished to the Company through the Representative by or on behalf of that Underwriter specifically for inclusion therein; and provided, further, that, as to any Preliminary Prospectus or any preliminary prospectus supplement, the indemnity agreement contained in this subparagraph (a) shall not inure to the benefit of any Underwriter (or any person controlling any such Underwriter) on account of any loss, claim, damage or liability arising from the sale of Securities by such Underwriter to any person if such Underwriter failed to send or give a copy of the Prospectus in which such untrue statement or omission of a material fact was corrected to such person within the time required by the Act, unless such failure is the result of noncompliance by the Company with subparagraph 5(b) or 5(d) hereof. For purposes of the second proviso to the immediately preceding sentence, under no circumstances shall any Underwriter be obligated to give any document incorporated by reference, or any supplement or amendment to any document incorporated by reference, in a Preliminary Prospectus or the Prospectus (or any Incorporated Document) to any person. The foregoing indemnity agreement is in addition to any liability that the Company may otherwise have to any Underwriter or any controlling person of that Underwriter.

(b) Each Underwriter severally, but not jointly, shall

indemnify and hold harmless the Company, each of its directors, each of its officers who signed the Registration Statement and any person who controls the Company within the meaning of the Act from and against any losses, claims, damages or liabilities, joint or several (and any actions in respect thereof), to which the Company or any such director, officer or controlling person may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of, or are based upon, any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Registration Statement, the Prospectus or the Registration Statement or Prospectus as amended or supplemented, or arise out of, or are based upon, the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, but in each case only to the extent that the untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information regarding such Underwriter or the arrangements with respect to the underwriting of the transactions contemplated hereby furnished to the Company through the Representative by or on behalf of that Underwriter specifically for inclusion therein, and shall reimburse promptly upon demand any legal and other expenses reasonably incurred by the Company or any such director, officer or controlling person in investigating, defending or preparing to defend against any such loss, claim, damage, liability or action. The foregoing indemnity agreement is in addition to any liability that any Underwriter may otherwise have to the Company or any of its directors, officers or controlling persons.

(c) Promptly after receipt by an indemnified party under this Paragraph 6 of notice of any claim or the commencement of any action, the indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under this Paragraph, notify the indemnifying party in writing of the claim or the commencement of the action; provided, however, that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under this Paragraph. If any such claim or action is brought against an indemnified party, and it notifies the indemnifying party thereof, the indemnifying party shall be entitled to participate therein, and, to the extent that it wishes, jointly with any other indemnifying party similarly notified, to assume the defense thereof with counsel satisfactory to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, and approval of counsel by the indemnified party in accordance with the foregoing, the indemnifying party shall not be liable to the indemnified party under this Paragraph for any legal or other expenses subsequently

incurred by the indemnified party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that the Representative shall have the right to employ counsel to represent the Representative and those Underwriters and their respective controlling persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought by the Underwriters against the Company under this Paragraph if the defendants with respect to any such claim include some or all of the Underwriters in addition to the Company, and the Representative shall have reasonably concluded that there may be legal defenses available to it and/or other Underwriters which are different from or additional to those available to the Company or that there exists some conflict of interest between the interest of the Underwriters and the Company with respect to such claim that makes separate representation desirable in the reasonable judgment of the Representative, and in the event of the foregoing the reasonable fees and expenses of such separate counsel shall be paid by the Company. It is understood, however, in connection with the Company's undertaking in the preceding proviso, that the Company shall not be liable for the expenses of more than one separate counsel representing the Representative or the other Underwriters or their respective controlling persons who are parties to the claim referred to in such proviso.

(d) If the indemnification provided for in this Paragraph shall for any reason be unavailable to an indemnified party under Paragraph 6(a) or 6(b) in respect of any loss, claim, damage or liability, or any action in respect thereof, referred to therein, then each indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability, or action in respect thereof, (i) in such proportion as shall be appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Securities, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and the Underwriters on the other with respect to the statements or omissions which resulted in such loss, claim, damage or liability, or action in respect thereof, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other with respect to such offering shall be deemed to be in the same proportion as the total net proceeds from the offering of the Securities (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters with respect to such offering, in each case as set forth in the table on the cover page of the

Prospectus. The relative fault shall be determined by reference to whether the untrue or alleged untrue statement of a material fact or omission to state a material fact relates to information supplied by the Company or the Underwriters, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contributions pursuant to this Paragraph 6(d) were to be determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, damage or liability, or action in respect thereof, referred to above in this Paragraph, shall be deemed to include, for purposes of this Paragraph, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Paragraph, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise paid or become liable to pay by reason of the untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute as provided in this Paragraph are several in proportion to their respective underwriting obligations and not joint.

[Insert appropriate language referencing these sections of the Prospectus Supplement that have been provided by the Underwriters.]

(e) The Underwriters severally confirm that the statements contained in the last paragraph on the front cover page of the Prospectus and any amendment or supplement to the Prospectus and under the caption "Underwriting" in the Prospectus or any amendment or supplement to the Prospectus are correct and the Company agrees that such statements constitute the only information furnished in writing to the Company by or on behalf of the Underwriters specifically for inclusion in the Registration Statement and the Prospectus or any amendment or supplement to the Prospectus.]

(f) The indemnity agreements contained in this Paragraph and the representations, warranties and agreements of the Company and the Underwriters contained in this Agreement shall survive the

delivery of and payment for the Securities and shall remain in full force and effect, regardless of any termination or cancellation of this Agreement and any investigation made by or on behalf of any indemnified party.

7. (a) This Agreement shall become effective at [time], [city] time, on the first full business day following the date hereof, or at such earlier time after the Registration Statement becomes effective as the Representative shall first release the Securities for sale to the public. The Representative shall notify the Company immediately after it has taken any action that causes this Agreement to become effective. Until this Agreement is effective, it may be terminated by the Company by notice to the Representative or by the Representative by notice to the Company. For purposes of this Agreement, the release of the Securities for sale to the public shall be deemed to have been made when the Representative releases, by telegram or otherwise, firm offers of the Securities to securities dealers or release for publication a newspaper advertisement relating to the Securities, whichever occurs first.

(b) The obligations of the Underwriters hereunder may be terminated by the Representative, in its absolute discretion, by notice given to and received by the Company prior to delivery of and payment for the Securities, if prior to that time (i) the Company shall have failed, refused or been unable to perform any agreement on its part to be performed hereunder, (ii) any other condition of the Underwriters' obligation hereunder is not fulfilled, (iii) trading in securities generally on the New York Stock Exchange is suspended, or minimum prices are established on that Exchange, (iv) a banking moratorium is declared by Federal or New York or Illinois State authorities, (v) there shall have been such a material adverse change in general economic, political or financial conditions or in the financial markets in the United States such that, in the judgment of a majority in interest of the several Underwriters, it would be inadvisable or impracticable to proceed with the public offering of the Securities or the delivery of the Securities on the terms and in the manner contemplated by the Prospectus, or (vi) the United States becomes engaged in major armed hostilities or there is an escalation in such hostilities involving the United States or there is a declaration of a national emergency or war by the United States.

8. The respective obligations of the Underwriters hereunder are subject, in their discretion, to the accuracy, when made and on the Delivery Date of the representations and warranties of the Company contained herein, to performance by the Company of its obligations hereunder, and to each of the following terms and conditions:

(a) The Prospectus shall have been filed with the Commission in a timely fashion in accordance with Paragraph 5(e) hereof, all post-effective amendments to the Registration Statement shall have become effective, and all filings required by Rule 424 of the Rules and Regulations shall have been made. At or before the Delivery Date, no stop order suspending such effectiveness, nor any order directed to any document incorporated by reference in the Prospectus or any Incorporated Document, shall have been issued, and prior to that time no stop-order proceeding shall have been initiated or threatened by the Commission and no challenge shall have been made by the Commission to the accuracy or adequacy of any document incorporated by reference in the Prospectus or any Incorporated Document. Any request of the Commission for inclusion of additional information in the Registration Statement or the Prospectus or otherwise shall have been complied with or adequately disposed of following discussions with the Commission's staff, and the Company shall not have filed with the Commission the Prospectus or any amendment or supplement to the Registration Statement or the Prospectus or any Incorporated Document without complying with Paragraph 5(d) hereof.

(b) No Underwriter shall have discovered and disclosed to the Company on or prior to the Delivery Date that the Registration Statement, the Prospectus, any Incorporated Document or any amendment or supplement thereto contains an untrue statement of a fact that, in the opinion of Mayer, Brown & Platt, counsel to the Underwriters, is material or omits to state a fact that, in the opinion of such counsel, is material and is required to be stated therein or is necessary to make the statements therein not misleading.

(c) All corporate proceedings and other legal matters incident to the authorization, form and validity of this Agreement and the Securities and to the form of the Registration Statement, the Prospectus and any Incorporated Document, other than financial statements and other financial data, and all other legal matters relating to this Agreement and such other documents and the transactions contemplated hereby and thereby shall be satisfactory in all respects to Mayer, Brown & Platt, counsel to the Underwriters, and the Company shall have furnished to such counsel all documents and information that such counsel may reasonably request to enable them to pass upon such matters.

(d) The Company shall have furnished to the Representative on the Delivery Date, a certificate, dated such Delivery Date, of its President and its Executive Vice President and Chief Financial Officer, certifying that:

(i) There are no legal or governmental administrative or other proceedings pending or threatened against the Company or

its subsidiaries of a character required to be disclosed in the Prospectus which are not disclosed therein;

(ii) The representations and warranties of the Company contained herein are true and correct as of the Delivery Date; that the Company has complied with all of its agreements herein contained; and that the conditions set forth in subparagraphs (a), (d), (e), (f), (g), (h), (i), (j) and (l) of this Paragraph 8 have been fulfilled;

(iii) Since the date of the latest audited financial statements of the Company included in the Prospectus, there have been no material transactions not in the ordinary course of business entered into by the Company or its subsidiaries not reflected in the Registration Statement or Prospectus and since the date of the latest audited financial statements of the Company included in the Prospectus, there have been no material adverse changes in the financial condition of the Company and its subsidiaries taken as a whole or in their consolidated financial position or net assets as shown in the Registration Statement and Prospectus other than as referred to or contemplated in the Registration Statement and the Prospectus; and

(iv) They have carefully examined the Registration Statement, the Prospectus and the documents incorporated therein and (A) as of the effective date of the Registration Statement, the Registration Statement, the Prospectus and such incorporated documents did not include any untrue statement of a material fact and did not omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and (B) since the effective date of the Registration Statement, no event has occurred that should have been set forth in a supplement to or an amendment of the Prospectus or in an Incorporated Document that has not been set forth in such a supplement or amendment or in an Incorporated Document;

(e) At the Delivery Date, and since the respective dates as of which information is given in the Prospectus, neither the Company nor any subsidiary thereof shall have sustained any loss on account of fire, flood, accident or other calamity (i) of such a character as to interfere materially with the continuous operation of the business of the Company and (ii) in the judgment of the Representative, materially adversely affects the Company and its subsidiaries taken as a whole, regardless of whether or not such loss shall have been insured;

(f) The Company shall have furnished to the Representative on the date of this Agreement and the Delivery Date, letters of Arthur Andersen & Co., addressed to the Underwriters and dated such Delivery Date, confirming that they are independent public accounts within the meaning of the Act and are in compliance with

the applicable requirements relating to the qualification of accountants under Rule 2-01 of Regulation S-X of the Commission, and stating, as of the date of such letter (or, with respect to matters involving changes or developments since the respective dates of which specified financial information is given in the Prospectus, as of a date not more than five days prior to the date of such letter), the conclusions and findings of such accountants with respect to the financial information and other matters covered by their letter delivered to the Representative concurrently with the execution of this Agreement and confirming in all material respects the conclusions and findings set forth in such prior letter;

(g) Since the respective dates of which information is given in the Prospectus there has not been any material change in the capital stock of the Company or any material increase in the indebtedness for money borrowed of the Company or any material adverse change in, or any development which is materially adversely affecting, the financial position, results of operations or prospects of the Company, except in all cases for changes or developments which the Prospectus discloses or contemplates;

(h) Subsequent to the date hereof (i) no downgrading shall have occurred in the rating accorded any of the Company's debt securities by any "nationally recognized statistical rating organization," as that term is defined by the Commission for purposes of Rule 436(g)(2) under the Act, and (ii) no such organization shall have announced that it proposes to withdraw or has under surveillance or review with negative implications its rating of any of the Company's debt securities;

(i) On the Delivery Date, the General Counsel of the Company shall have furnished to the Representative his opinion, addressed to the Underwriters and dated the Delivery Date, to the effect that:

(i) Each of the Company, Chicago Bridge & Iron Company ("Chicago Bridge") and Liquid Carbonic Industries Corporation ("Liquid Carbonic"), Chicago Bridge and Liquid Carbonic being wholly owned subsidiaries of the Company, has been duly incorporated and is validly existing in good standing as a corporation under the laws of Delaware, Illinois and Delaware, respectively, and each is duly qualified to do business and in good standing in each of the other United States jurisdictions where such qualification is required for the conduct of its business or ownership of its properties and where the failure to be so qualified could reasonably be expected to have a material adverse effect upon the Company and its subsidiaries taken as a whole;

(ii) The Securities have been duly authorized and, when issued, authenticated and delivered pursuant to the Indenture against payment of the agreed upon consideration therefor pursuant to this Agreement, such Securities will have been duly executed, authenticated, issued and delivered and will constitute valid and legally binding obligations of the Company entitled to the benefits provided by the Indenture, which is in the form filed as an exhibit to the Registration Statement, and will be enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity; the Indenture has been duly authorized and is duly qualified under the Trust Indenture Act and constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms as modified by applicable law, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity; and the Indenture conforms and the Securities, when issued, will conform to the description thereof contained in the Registration Statement and the Prospectus;

[If the Securities are convertible into shares of common stock, add the following paragraph and such other opinions as are deemed necessary or appropriate by the Company and the Representative:

If the Securities are convertible into shares of common stock in accordance with the terms of this Agreement, such shares of common stock initially issuable upon conversion of the Securities have been duly authorized and reserved for issuance, and when issued upon such conversion, shall be validly issued, fully paid and non-assessable and not subject to any preemptive rights.]

(iii) The Registration Statement and Prospectus comply as to form in all material respects with the requirements of the Act and the Rules and Regulations thereunder, and the documents incorporated (or deemed to be incorporated) by reference in the Prospectus and the Incorporated Documents (if any) when filed with the Commission appear on their face to have been appropriately responsive to the requirements of the Exchange Act and the Rules and Regulations, except that no opinion need be expressed as to the financial statements, schedules and other financial [and statistical] data contained in any of those documents;

(iv) Such counsel has no reason to believe that the Registration Statement (except as to the financial statements, schedules and other financial [or statistical] data contained or

incorporated by reference therein, as to which such counsel need express no opinion) at the time it became effective or the Prospectus or any amendments or supplements thereto contain any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(v) The Registration Statement has become effective under the Act and, to the best of such counsel's knowledge, no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for such purpose have been instituted or are pending or threatened;

(vi) To the best of such counsel's knowledge, neither the Company nor any of its subsidiaries has any litigation or governmental, administrative or other proceeding, pending or threatened, which are not disclosed in the Prospectus and which are of a character that ought to be disclosed in the Prospectus;

(vii) To the best of such counsel's knowledge, there are no contracts to which the Company or any of its subsidiaries is a party which are required to be filed as exhibits to the Registration Statement and are not so filed or required to be summarized therein and are not so summarized;

(viii) The statements made in the Prospectus under the caption "Description of the Notes," insofar as they purport to summarize the provisions of documents or agreements specifically referred to therein, fairly present the information called for with respect thereto by Form S-3;

(ix) Neither the Company, Chicago Bridge or Liquid Carbonic is in violation of its certificate of incorporation or by-laws, or, to the best of such counsel's knowledge, in default under any material agreement, indenture or instrument; and

(x) This Agreement has been duly authorized, executed and delivered by the Company; the execution, delivery and performance of this Agreement will not conflict with, or result in the creation or imposition of any lien, charge or encumbrance upon any of the assets of the Company or any of its subsidiaries (which creation or imposition would have a material adverse effect on the Company and its subsidiaries taken as a whole) pursuant to the terms of, or constitute a breach or default under, any agreement, indenture or instrument known to such counsel, or result in a material violation of the certificate of incorporation or by-laws of the Company or any of its subsidiaries or, to the best of such counsel's knowledge, any order, rule or regulation of any court or governmental agency having jurisdiction over the Company, any of its subsidiaries or

their property; and no consent, authorization or order of, or filing or registration with, any court or governmental agency is required for the execution, delivery and performance of this Agreement by the Company, except such as may be required by the Act, the Exchange Act and state securities laws.

(j) On the Delivery Date, the Company shall have furnished to the Representative, addressed to the Underwriters, such other opinions of counsel as may reasonably be requested relating to matters arising on or after the date hereof.

(k) On the Delivery Date, Mayer, Brown & Platt, counsel for the Underwriters, shall have furnished to the Representative their opinion, addressed to the Underwriters and dated the Delivery Date, with respect to the issuance and sale of the Securities, the Registration Statement, the Prospectus and other related matters as the Representative may reasonably require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(l) The Company shall have furnished such additional documents and certificates as the Representative may reasonably request.

All opinions, letters, evidence and certificates mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance satisfactory to Mayer, Brown & Platt, counsel to the Underwriters.

9. If the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Paragraph 8 hereof is not satisfied or because of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof, other than by reason of a default by any of the Underwriters, the Company will reimburse the Underwriters severally upon demand for all reasonable out-of-pocket expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Securities.

10. The Company shall be entitled to act and rely upon any request, consent, notice or agreement by _____ on behalf of the Representative and the Underwriters. Any notice by the Company to the Underwriters shall be sufficient if given in writing or by telegraph addressed to _____

_____ and any notice by the Underwriters to the Company shall be sufficient if given in writing or by telegraph addressed to the

Company at 800 Jorie Boulevard, Oak Brook, Illinois 60521-2268,
Attention: George L. Schueppert, Executive Vice President and
Chief Financial Officer.

11. This Agreement shall inure to the benefit of and be binding upon the Underwriters, the Company, and their respective successors. Nothing in this Agreement is intended or shall be construed to give any person, other than the persons referred to in the preceding sentence, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein, except that (a) the representations, warranties, indemnities and agreements of the Company contained in this Agreement shall also be deemed to be for the benefit of the person or persons, if any, who control any Underwriter within the meaning of Section 15 of the Act, and (b) the indemnity agreement of the Underwriters contained in Paragraph 6 of this Agreement shall be deemed to be for the benefit of directors of the Company, officers of the Company who have signed the Registration Statement and any person controlling the Company.

12. For purposes of this Agreement, (a) "business day" means any day on which the New York Stock Exchange is open for trading, and (b) "subsidiary" and "significant subsidiary" have the meanings set forth in Rule 405 of the Rules and Regulations.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement may be executed in one or more counterparts, and if executed in more than one counterpart the executed counterparts shall together constitute a single instrument.

If the foregoing correctly sets forth the agreement among the Company and the Underwriters, please indicate your acceptance in the space provided for the purpose below.

Very truly yours,

CBI INDUSTRIES, INC.

By: _____

ACCEPTED:

By: _____

For itself and as Representative of
the Underwriters

SCHEDULE I

Underwriter	Aggregate Principal Amount of Securities
-------------	---

TOTAL

EXHIBIT (1) (b)

CBI INDUSTRIES, INC.
[EQUITY SECURITIES]

UNDERWRITING AGREEMENT

[Date]

[Names and addresses of Underwriters]

Dear Sirs:

CBI Industries, Inc., a Delaware corporation (the "Company"), proposes to issue and sell to the Underwriters named in Schedule I hereto (the "Underwriters") _____ shares of its _____ Stock ("_____ Stock"), \$_____ par value per share (the "Firm Securities"). In addition, the Company proposes to grant to the Underwriters an option to purchase up to an additional _____ shares of such _____ Stock, on the terms and for the purposes set forth in Paragraph 2 (the "Option Securities"). The Firm Securities and the Option Securities, if purchased, are hereinafter called the "Securities." This is to confirm the agreement concerning the purchase of the Securities from the Company by the Underwriters.

1. The Company represents, warrants and agrees that:

(a) A registration statement on Form S-3 with respect to the Securities (i) has been prepared by the Company in conformity in all material respects with the requirements of the Securities Act of 1933, as amended (the "Act"), and the rules and regulations of the Securities and Exchange Commission (the "Commission") thereunder, (ii) has been filed with the Commission under the Act and (iii) has become effective under the Act. If any post-effective amendment to such registration statement has been filed with the Commission prior to the execution and delivery of this Agreement, the most recent such amendment has been declared effective by the Commission. Copies of that registration statement as amended to date have been delivered by the Company to you as the representative (the "Representative") of the Underwriters. As used in this Agreement, "Effective Time" means the date and the time as of which such registration statement, or the most recent post-effective amendment thereto, if any, was declared effective by the Commission; "Effective Date" means the

date of the Effective Time; "Preliminary Prospectus" means each prospectus included in that registration statement or amendments thereto before it becomes effective under the Act, and any prospectus filed with the Commission by the Company with the consent of the Representative pursuant to Rule 424(a) of the Rules and Regulations, relating to the offering and sale of the Securities; "Registration Statement" means that same registration statement when it becomes effective under the Act, including any documents incorporated by reference at that time; and "Prospectus" means the prospectus or prospectus supplement as first filed with the Commission by the Company with the consent of the Representative pursuant to Rule 424(b) of the Rules and Regulations, relating to the offering and sale of the Securities. Reference made herein to any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents incorporated by reference therein as of the date of such Preliminary Prospectus or Prospectus, as the case may be, and any reference to any amendment or supplement to any Preliminary Prospectus or Prospectus shall be deemed to refer to and include any documents filed under the Securities Exchange Act of 1934 (the "Exchange Act") after the date of such Preliminary Prospectus or Prospectus, as the case may be, and incorporated by reference in such Preliminary Prospectus or Prospectus. The Company has not received any order from the Commission or otherwise preventing or suspending the use of any Preliminary Prospectus. For purposes of this Agreement, "Rules and Regulations" means the rules and regulations adopted by the Commission under either the Act or the Exchange Act as applicable.

(b) The Registration Statement and the Prospectus conform and any post-effective amendment to the Registration Statement and the Prospectus as amended or supplemented, including any document filed by the Company after the Effective Date pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act prior to the termination of the offering of the Securities ("Incorporated Documents"), will conform, in all material respects, to the requirements of the Act or the Exchange Act, as applicable, and the Rules and Regulations. The Registration Statement (as of the Effective Time) did not, and any post-effective amendment thereto, the Prospectus and the Prospectus as amended or supplemented (including Incorporated Documents) as of the date of filing will not, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representation or warranty as to information contained in or omitted from the Registration Statement or the Prospectus in reliance upon and in conformity with written information furnished to the Company through the Representative by or on

behalf of any Underwriter specifically for inclusion therein.

(c) Neither the Company nor any of its significant subsidiaries (as defined in Paragraph 12 of this Agreement) is in violation of its certificate of incorporation or by-laws or is in default under any agreement, indenture or instrument the effect of which violation or default would be material to the Company and its subsidiaries taken as a whole. The execution, delivery and performance of this Agreement and the transactions contemplated hereby, including without limitation the issuance and sale of the Securities by the Company, will not conflict with, result in the creation or imposition of any lien, charge or encumbrance upon any of the assets of the Company or any of its subsidiaries pursuant to the terms of, or constitute a breach or default under, any agreement, indenture or instrument, or result in a violation of the certificate of incorporation or by-laws of the Company or any of its subsidiaries or of any order, rule or regulation of any court or governmental agency having jurisdiction over the Company, any of its subsidiaries or their property. Except as required by the Act, the Exchange Act and applicable state securities laws, no consent, authorization or order of, or filing or registration with, any court or governmental agency is required for the execution, delivery and performance of this Agreement.

(d) The Company has been duly incorporated and is validly existing and in good standing as a corporation under the laws of the State of Delaware, with an authorized and outstanding capital stock as set forth in the Prospectus, is qualified to do business as a foreign corporation and is in good standing in each of the several jurisdictions where such qualification is required for the conduct of its business or the lease or ownership of its principal properties and has all necessary power and authority to transact its business as described in the Prospectus.

(e) Each of the subsidiaries of the Company has been duly incorporated and is validly existing and in good standing as a corporation under the laws of its jurisdiction of incorporation, is qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is required for the conduct of its business or the lease or ownership of its principal properties, in each case except where the failure to be duly incorporated, in good standing or so qualified would not materially adversely affect the business of the Company and its subsidiaries taken as a whole. Each of the subsidiaries has all necessary power and authority to transact the business in which it is presently engaged.

(f) Except as set forth in or contemplated by the Registration Statement and the Prospectus, since the date of the latest audited financial statements of the Company included in the

Registration Statement and Prospectus, there has not been any material adverse change in the condition of the Company and its subsidiaries taken as a whole, financial or otherwise, or in the results of operations or prospects of the Company and its subsidiaries taken as a whole; except as set forth in or contemplated by the Registration Statement or the Prospectus, neither the Company nor any of its subsidiaries has incurred any liability or obligation or entered into any transactions, in each case material to the Company and its subsidiaries taken as a whole, since the respective dates as of which information is given in the Registration Statement and the Prospectus otherwise than in the ordinary course of business; and, there has been no change in the consolidated financial position of the Company and its subsidiaries since the date of the most recent audited balance sheet included or incorporated by reference in the Registration Statement except (i) changes in the ordinary course of business which have not been, either individually or in the aggregate, materially adverse to the Company or (ii) changes described in or contemplated by the Registration Statement and the Prospectus.

(g) The Company holds all material tariffs, licenses, certificates and permits from governmental authorities necessary for the conduct of its business as described in the Prospectus and owns or possesses adequate rights to use all material patents, patent applications, trademarks, service marks, tradenames, trademark registrations, service mark registrations, copyrights and licenses necessary for the conduct of such business and has not received any notice of conflict with the asserted rights of others in respect thereof.

(h) The Company and its subsidiaries have good and marketable title in fee simple to all real property owned by them and good and marketable title to such of their personal property owned by them that is, when considered either individually or in the aggregate, necessary to the operations of the Company or any of its subsidiaries, as the case may be, in each case free and clear of all liens, encumbrances and defects except such as are described in the Prospectus or such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company and its subsidiaries; and any real property and buildings held under lease by the Company and its subsidiaries that are, when considered either individually or in the aggregate, necessary to the operations of the Company or any of its subsidiaries, as the case may be, are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company and its subsidiaries.

(i) Except as set forth in the Registration Statement and the

Prospectus, neither the Company nor any of its subsidiaries has any litigation or governmental, administrative or other proceeding pending or threatened of a character which (a) could reasonably be expected to result in a judgment or decree having a material adverse effect on the business or financial condition of the Company and its subsidiaries taken as a whole, or (b) is required to be disclosed in the Registration Statement or the Prospectus.

(j) The Company is not in violation of any law, ordinance, governmental rule or regulation or court decree to which it may be subject nor has it failed to obtain any tariff, license, permit, franchise or other governmental authorization necessary to the ownership of its property or to the conduct of its business, which violation or failure to obtain is likely to have a material adverse effect on the condition (financial or other), properties, prospective results of operations or net worth of the Company and its subsidiaries, taken as a whole.

(k) To the best of the Company's knowledge, Arthur Andersen & Co., whose report appears in the Company's Annual Report on Form 10-K for the year ended December 31, _____, which is incorporated in the Prospectus by reference, are independent public accountants as required by the Act and the Rules and Regulations.

(l) The filing of the Registration Statement and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the board of directors of the Company, and all necessary corporate action to authorize and approve the same has been taken. The Securities have been duly authorized and, upon payment therefor as provided herein, will be validly issued and outstanding, fully paid and nonassessable with no personal liability attaching to the ownership thereof. [The Securities have been issued in accordance with the Certificate of Designations and are entitled to the benefits thereof.] None of the Securities will be, on the Delivery Date (as hereinafter defined), subject to any lien, claim, encumbrance, pre-emptive rights or other claim of any third party, other than those created or incurred by any Underwriter.

(m) All of the authorized shares of the _____ Stock of the Company have been validly authorized and when shares of the _____ Stock of the Company have been issued and delivered pursuant to this Agreement, all of the issued and outstanding shares of the _____ Stock of the Company will be validly issued and outstanding, fully paid and nonassessable with no personal liability attaching to the ownership thereof. All of the issued shares of the _____ Stock of the Company and all of the shares of

_____ Stock of the Company to be issued pursuant to this Agreement, as described above, conform to the description thereof contained in the Registration Statement and Prospectus.

[If the Preferred Stock is convertible into common stock, add the following paragraph and such other representations as are deemed necessary or appropriate by the Company and the Representative:

(n) If the Securities are convertible into shares of common stock of the Company in accordance with the terms thereof and this Agreement and the Certificate of Designations, such shares of common stock initially issuable upon conversion of the Securities have been duly authorized and reserved for issuance, and when issued and delivered pursuant to the terms of the Certificate of Designations, will be validly issued, fully paid and non-assessable and not subject to any preemptive rights;]

(o) The consolidated financial statements included or incorporated by reference as part of the Registration Statement or any Preliminary Prospectus or the Prospectus present fairly, and the financial statements in any Incorporated Document will present fairly, the financial condition and results of operations of the entities purported to be shown thereby, at the dates and for the periods indicated, and have been prepared, and in the case of financial statements included in any Incorporated Document will be prepared, in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved except as otherwise stated therein.

(p) Since the end of its latest fiscal year, the Company has timely filed all documents and amendments to previously filed documents required to be filed by it pursuant to Sections 12, 13, 14 and 15(d) of the Exchange Act. The documents incorporated by reference into each Preliminary Prospectus and the Prospectus as of the respective dates of filing with the Commission were, and each Incorporated Document will be, prepared by the Company in conformity in all material respects with the requirements of the Exchange Act and the Rules and Regulations, and such documents have been timely filed, or in the case of Incorporated Documents will be timely filed, as required thereby. True copies of each of the documents incorporated by reference into each Preliminary Prospectus and the Prospectus have been, and Incorporated Documents will be, promptly delivered by the Company to the Representative.

(q) There are no contracts or other documents that are required to be filed as exhibits to the Registration Statement by the Act or by the Rules and Regulations or which were required to be filed as exhibits to any document incorporated by reference in

any Preliminary Prospectus or the Prospectus by the Exchange Act or the Rules and Regulations which have not been filed as exhibits to the Registration Statement, or incorporated therein by reference as permitted by the Rules and Regulations, or that are required to be summarized in the Prospectus that are not so summarized.

(r) No person has the right to require the Company to register any securities for offering and sale under the Act by reason of filing of the Registration Statement with the Commission or the issue and sale of the Securities by the Company.

(s) The Company has not taken and will not take, directly or indirectly, any action which is designed to cause or result in, or which has constituted or which might reasonably be expected to constitute, the stabilization or manipulation of the price of the shares of its _____ Stock to facilitate the sale or resale of the Securities.

2. On the basis of the representations and warranties contained in, and subject to the terms and conditions of, this Agreement, the Company agrees to sell to each of the Underwriters, severally and not jointly, and each of the Underwriters, severally and not jointly, agrees to purchase the number of shares of the Firm Securities set forth opposite that Underwriter's name in Schedule I hereto.

In addition, the Company grants to the Underwriters, solely for the purpose of covering overallotments in the sale of shares of Firm Securities, an option to purchase all or any portion of the Option Securities, exercisable as provided in Paragraph 4 hereof. Such Option Securities shall be purchased severally for the account of each Underwriter in proportion to the number of shares of Firm Securities set forth opposite the name of such Underwriter in Schedule I hereto. The respective purchase obligations of each Underwriter with respect to the Option Securities shall be adjusted by the Representative so that no Underwriter shall be obligated to purchase Option Securities other than in 100-share multiples. The price to the Underwriters of both the Firm Securities and any Option Securities shall be \$_____ per share.

3. The Company shall not be obligated to deliver any Securities except upon payment for all the Securities to be purchased hereunder or as hereinafter provided.

If any Underwriter defaults in the performance of its obligations under this Agreement, the remaining non-defaulting Underwriters shall be obligated to purchase the Securities that the defaulting Underwriter agreed but failed to purchase in the respective proportions that the number of shares of the Firm

Securities set opposite the name of each remaining non-defaulting Underwriter in Schedule I hereto bears to the aggregate number of shares of the Firm Securities set opposite the names of all the remaining non-defaulting Underwriters in Schedule I hereto; provided, however, that the remaining non-defaulting Underwriters shall not be obligated to purchase any Securities if the number of shares of the Securities that the defaulting Underwriter or Underwriters agreed but failed to purchase exceeds _____% of the aggregate number of shares of the Firm Securities (plus the total number of shares of Option Securities, if any, purchasable pursuant to the terms of Paragraph 2), and any remaining non-defaulting Underwriter shall not be obligated to purchase more than 110% of the number of shares of the Firm Securities set opposite its name in Schedule I hereto (plus the total number of shares of Option Securities, if any, purchasable pursuant to the terms of Paragraph 2). If the foregoing maximums are exceeded, the remaining non-defaulting Underwriters, or those other underwriters satisfactory to the Representative who so agree, shall have the right, but shall not be obligated, to purchase, in such proportion as may be agreed upon among them, all of the Securities; if the remaining Underwriters or other underwriters satisfactory to the Representative do not elect to purchase the Securities that the defaulting Underwriter or Underwriters agreed but failed to purchase, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Company, except that the Company will continue to be liable for the payment of expenses as set forth in Paragraph 5(j) hereof.

Nothing contained herein shall relieve a defaulting Underwriter of any liability it may have to the Company for damages caused by its default. If other underwriters are obligated to agree to purchase the Securities that were to be purchased by a defaulting or withdrawing Underwriter, either the Representative or the Company may postpone the Delivery Date (as hereinafter defined) for up to seven full business days in order to effect any changes in the Registration Statement, the Prospectus or in any other document or arrangement that, in the opinion of counsel to the Company or counsel to the Underwriters, may be necessary.

4. Delivery of the Firm Securities shall be made at the offices of _____, at [time] , [city] _____, on the fifth business day following the date of this Agreement or at such place or later date and time as shall be determined by agreement between the Representative and the Company. This date and time are sometimes referred to as the "First Delivery Date." On the First Delivery Date the Company shall deliver the Firm Securities to the Representative for the account of each Underwriter against payment to or upon the order of the Company of the purchase price by [wire transfer of federal (same-day) funds] [certified or official bank check or checks

payable in New York Closing House funds]. Time shall be of the essence, and delivery at the time and place specified pursuant to this Agreement is a further condition of the obligation of each Underwriter hereunder (subject to the timely delivery by the Representative of the request referred to in the following sentence). Upon delivery the Firm Securities shall be in such denominations and registered in such names as the Representative shall request in writing not less than two full business days prior to the First Delivery Date. For the purpose of expediting the checking and packaging of the Firm Securities, the Company shall make the certificates therefor available for inspection by the Representative in New York, New York, not later than [time] on the business day prior to the Delivery Date.

At any time on or prior to the thirtieth day after the date of the Prospectus, the option granted in Paragraph 2 hereof may be exercised by written notice given to the Company by the Representative. Such notice shall set forth the number of shares of Option Securities to be purchased from the Company as to which the option is being exercised, the names in which the shares of Option Securities are to be registered, the denominations in which the shares of Option Securities are to be issued and the date and time, as determined by the Representative, when the shares of Option Securities are to be delivered (the "Second Delivery Date"); provided, however, that the Second Delivery Date shall not be earlier than the First Delivery Date nor earlier than the second business day after the date on which the option shall have been exercised nor later than the tenth business day after the date on which the option shall have been exercised.

Delivery of the Option Securities shall be made at the offices of _____,

_____ , at [time] , [city] time, on the Second Delivery Date. On the Second Delivery Date, the Company shall deliver the number of shares of Option Securities set forth in the above-mentioned written notice to the Representative for the account of each Underwriter against payment to or upon the order of the Company of the respective purchase price by [wire transfer of federal (same-day) funds] [certified or official bank check or checks payable in New York Clearing House funds]. Time shall be of the essence, and delivery at the time and place specified pursuant to this Agreement is a further condition of the obligation of each Underwriter hereunder. Upon delivery, the Option Securities shall be in such denominations and registered in such names as the Representative shall request in the aforesaid written notice. For the purpose of expediting the checking and packaging of the Option Securities, the Company shall make the certificates therefor available for inspection by the Representative in New York, New York, not later than [time] , on the business day prior to the Second Delivery Date.

All certificates, opinions and documents required to be delivered, and payment hereunder, shall be delivered and paid on the Delivery Date specified at the offices of _____, counsel to the Company, [address].

5. The Company agrees:

(a) To furnish promptly to the Representative and to counsel to the Underwriters a signed copy of the Registration Statement as originally filed with the Commission, and each amendment thereto filed with the Commission, including all documents incorporated therein by reference and Incorporated Documents and all consents and exhibits filed therewith;

(b) To deliver promptly to the Representative such number of conformed copies of the Registration Statement as originally filed and each amendment thereto and such number of each Preliminary Prospectus, the Prospectus, any amended or supplemented Prospectus, documents incorporated by reference in any of the foregoing documents and any Incorporated Documents, as the Representative may reasonably request;

(c) To file with the Commission any amendment to the Registration Statement or the Prospectus or any supplement to the Prospectus that may be, in the judgment of the Representative, required by the Act or requested by the Commission and approved by the Representative;

(d) Prior to filing with the Commission any Preliminary Prospectus, amendment to the Registration Statement or supplement to the Prospectus, any Prospectus pursuant to Rule 424 of the Rules and Regulations or any Incorporated Document, to furnish a copy thereof to the Representative and counsel to the Underwriters and obtain the consent of the Representative to the filing;

(e) To comply with all requirements imposed by the Act necessary for the distribution of the Securities as contemplated by the provisions hereof and by the Prospectus and to make the requisite filings with the Commission pursuant to Rule 430A and to advise the Representative immediately (i) of such filings or when any post-effective amendment thereto becomes effective, (ii) of any request by the Commission for an amendment to the Registration Statement, a supplement to the Prospectus, an amendment to any documents incorporated by reference in the Prospectus, any Incorporated Document or any amendment thereto or for any additional information, (iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any order directed to any document

incorporated by reference in the Prospectus or any Incorporated Document, or of the initiation or threat of any stop-order proceeding or of any challenge to the accuracy or adequacy of any document incorporated by reference in the Prospectus or any Incorporated Document, (iv) of receipt by the Company of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose, and (v) of the happening of any event prior to the termination of the offering of the Securities that makes untrue any statement of a material fact made in the Registration Statement or the Prospectus or that may require the making of a change in the Registration Statement or the Prospectus in order to make any material statement therein not misleading;

(f) If the Commission shall issue a stop order suspending the effectiveness of the Registration Statement, to make every reasonable effort to obtain the lifting of that order at the earliest possible time;

(g) As soon as practicable after the effective date of the Registration Statement, to make generally available to its security holders and to deliver to the Representative an earnings statement, conforming with the requirements of Section 11(a) of the Act, covering a period of at least twelve months beginning after the effective date of the Registration Statement;

(h) For a period of three years after the effective date of the Registration Statement, to furnish to the Representative copies of all public reports and all reports and financial statements furnished by the Company to the New York Stock Exchange, Inc., pursuant to requirements of or agreements with such Exchange or to the Commission pursuant to the Exchange Act or any Rule or Regulation, and to furnish from time to time such other information concerning the Company as the Representative may reasonably request;

(i) To take or cause to be taken all necessary action and furnish to whomever the Representative may direct such information as may be required in qualifying the Securities for sale under the laws of such jurisdictions which the Representative shall designate; provided, however, that in no event shall the Company be obligated to qualify as a foreign corporation, or to execute a general consent for service of process, in any jurisdiction in which it is not now so qualified. In each jurisdiction where any of the Securities shall have been qualified as above provided, the Company will file such reports and statements as may be required to continue such qualification for a period of not less than one year from the effective date of the Registration Statement;

(j) To pay (i) the costs incident to, and any taxes payable in connection with, the authorization, issuance, sale and delivery of the Securities, (ii) the costs incident to the preparation, printing and filing under the Act of the Registration Statement, any Preliminary Prospectus and the Prospectus and any amendments and exhibits thereto, (iii) any costs incident to the preparation, printing and filing of any document and any amendments and exhibits thereto required to be filed by the Company under the Exchange Act, (iv) the costs of distributing the Registration Statement as originally filed and each amendment thereto and any post-effective amendments thereto (including exhibits), any Preliminary Prospectus, the Prospectus, any amendment or supplement to the Prospectus, any documents incorporated by reference in any of the foregoing documents and any Incorporated Documents, as provided in this Agreement, (v) the costs of printing and distributing the Agreement Among Underwriters, this Agreement, the Selected Dealer Agreement, and the Underwriters' Questionnaire and Power of Attorney, (vi) any costs of filings with the National Association of Securities Dealers, Inc. or any costs of listing the Securities on any securities exchange, (vii) any fees and expenses of qualifying the Securities under the securities laws of the several jurisdictions as provided in this paragraph and of preparing, printing and distributing a Blue Sky Memorandum, including fees and expenses of counsel to the Underwriters in connection therewith, and (viii) all other costs and expenses incident to the performance of the Company's obligations under this Agreement; provided, however, that except as provided in this Paragraph and in Paragraph 9, the Underwriters shall pay their own costs and expenses, including the fees and expenses of their counsel, any transfer taxes on the Securities that they may sell, and the expenses of advertising made by the Underwriters in connection with any offering of the Securities;

[If the Prospectus Supplement indicates _____
Stock shall be listed, include the following:]

(k) To apply for the listing of the Securities on the New York Stock Exchange and to use its best efforts to accomplish such listing upon official notice of issuance;]

(l) Until the termination of the offering of the Securities, to timely file all documents, and any amendments to previously filed documents, required to be filed by it pursuant to Sections 12, 13, 14 or 15(d) of the Exchange Act;

(m) The Company will not, during the 90 days following the effective date of this Agreement, except with your prior written consent, announce an offer for sale, make an offer for sale, sell or otherwise dispose of any shares of _____ Stock or any securities convertible into shares of _____ Stock

(except for sales or awards of _____ Stock pursuant to employee benefit plans which currently exist on the date hereof or may in the future be approved by the board of directors and shareholders of the Company, and the Company's dividend reinvestment plan) [of the Company which have been substantially similar to the terms of the Securities, without the consent of the Representative], or sell or grant options, rights or warrants with respect to any shares of _____ Stock (other than sales or awards of _____ Stock pursuant to employee benefit plans existing on the date hereof and the issuance of shares of _____ Stock pursuant to existing grants or options), otherwise than in accordance with this Agreement or as contemplated in the Prospectus; and

(n) The Company will not take, directly or indirectly, any action which is designed to cause or result in, or which might reasonably be expected to constitute, the stabilization or manipulation of the price of the shares of its _____ Stock to facilitate the sale or resale of the Securities.

6. (a) The Company shall indemnify and hold harmless each Underwriter and each person, if any, who controls any Underwriter within the meaning of the Act from and against any losses, claims, damages or liabilities, joint or several (and any actions in respect thereof), to which that Underwriter or controlling person may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (and actions in respect thereof) arise out of, or are based upon, any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Registration Statement, the Prospectus, any Incorporated Document or the Registration Statement or Prospectus as amended or supplemented, or arise out of, or are based upon, the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and shall reimburse each Underwriter and each such controlling person promptly upon demand for any legal and other expenses reasonably incurred by that Underwriter or controlling person in investigating, defending or preparing to defend against any such loss, claim, damage, liability or action; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission made in any Preliminary Prospectus or in the Registration Statement or the Prospectus or any amendment or supplement thereto in reliance upon and in conformity with written information regarding such Underwriter or the arrangements with respect to the underwriting of the transactions contemplated hereby furnished to the Company through the Representative by or on behalf of that Underwriter specifically for inclusion therein; and provided, further, that,

as to any Preliminary Prospectus or any preliminary prospectus supplement, the indemnity agreement contained in this subparagraph (a) shall not inure to the benefit of any Underwriter (or any person controlling any such Underwriter) on account of any loss, claim, damage or liability arising from the sale of Securities by such Underwriter to any person if such Underwriter failed to send or give a copy of the Prospectus in which such untrue statement or omission of a material fact was corrected to such person within the time required by the Act, unless such failure is the result of noncompliance by the Company with subparagraph 5(b) or 5(d) hereof. For purposes of the second proviso to the immediately preceding sentence, under no circumstances shall any Underwriter be obligated to give any document incorporated by reference, or any supplement or amendment to any document incorporated by reference, in a Preliminary Prospectus or the Prospectus (or any Incorporated Document) to any person. The foregoing indemnity agreement is in addition to any liability that the Company may otherwise have to any Underwriter or any controlling person of that Underwriter.

(b) Each Underwriter severally, but not jointly, shall indemnify and hold harmless the Company, each of its directors, each of its officers who signed the Registration Statement and any person who controls the Company within the meaning of the Act from and against any losses, claims, damages or liabilities, joint or several (and any actions in respect thereof), to which the Company or any such director, officer or controlling person may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of, or are based upon, any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Registration Statement, the Prospectus or the Registration Statement or Prospectus as amended or supplemented, or arise out of, or are based upon, the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, but in each case only to the extent that the untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information regarding such Underwriter or the arrangements with respect to the underwriting of the transactions contemplated hereby furnished to the Company through the Representative by or on behalf of that Underwriter specifically for inclusion therein, and shall reimburse promptly upon demand any legal and other expenses reasonably incurred by the Company or any such director, officer or controlling person in investigating, defending or preparing to defend against any such loss, claim, damage, liability or action. The foregoing indemnity agreement is in addition to any liability that any Underwriter may otherwise have to the Company or any of its directors, officers or controlling persons.

(c) Promptly after receipt by an indemnified party under this Paragraph 6 of notice of any claim or the commencement of any action, the indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under this Paragraph, notify the indemnifying party in writing of the claim or the commencement of the action; provided, however, that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under this Paragraph. If any such claim or action is brought against an indemnified party, and it notifies the indemnifying party thereof, the indemnifying party shall be entitled to participate therein, and, to the extent that it wishes, jointly with any other indemnifying party similarly notified, to assume the defense thereof with counsel satisfactory to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, and approval of counsel by the indemnified party in accordance with the foregoing, the indemnifying party shall not be liable to the indemnified party under this Paragraph for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that the Representative shall have the right to employ counsel to represent the Representative and those Underwriters and their respective controlling persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought by the Underwriters against the Company under this Paragraph if the defendants with respect to any such claim include some or all of the Underwriters in addition to the Company, and the Representative shall have reasonably concluded that there may be legal defenses available to it and/or other Underwriters which are different from or additional to those available to the Company or that there exists some conflict of interest between the interest of the Underwriters and the Company with respect to such claim that makes separate representation desirable in the reasonable judgment of the Representative, and in the event of the foregoing the reasonable fees and expenses of such separate counsel shall be paid by the Company. It is understood, however, in connection with the Company's undertaking in the preceding proviso, that the Company shall not be liable for the expenses of more than one separate counsel representing the Representative or the other Underwriters or their respective controlling persons who are parties to the claim referred to in such proviso.

(d) If the indemnification provided for in this Paragraph shall for any reason be unavailable to an indemnified party under Paragraph 6(a) or 6(b) in respect of any loss, claim, damage or liability, or any action in respect thereof, referred to therein, then each indemnifying party shall, in lieu of indemnifying such

indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability, or action in respect thereof, (i) in such proportion as shall be appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Securities, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and the Underwriters on the other with respect to the statements or omissions which resulted in such loss, claim, damage or liability, or action in respect thereof, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other with respect to such offering shall be deemed to be in the same proportion as the total net proceeds from the offering of the Securities (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters with respect to such offering, in each case as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to whether the untrue or alleged untrue statement of a material fact or omission to state a material fact relates to information supplied by the Company or the Underwriters, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contributions pursuant to this Paragraph 6(d) were to be determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, damage or liability, or action in respect thereof, referred to above in this Paragraph, shall be deemed to include, for purposes of this Paragraph, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Paragraph, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise paid or become liable to pay by reason of the untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute as provided in this Paragraph are several in

proportion to their respective underwriting obligations and not joint.

[Insert appropriate language referencing these sections of the Prospectus Supplement that have been provided by the Underwriters.]

[(e) The Underwriters severally confirm that the statements contained in the last paragraphs on the front cover page of the Prospectus and under the caption "Underwriting" in the Prospectus are correct and the Company agrees that such statements constitute the only information furnished in writing to the Company by or on behalf of the Underwriters specifically for inclusion in the Registration Statement and the Prospectus.]

(f) The indemnity agreements contained in this Paragraph and the representations, warranties and agreements of the Company and the Underwriters contained in this Agreement shall survive the delivery of and payment for the Securities and shall remain in full force and effect, regardless of any termination or cancellation of this Agreement and any investigation made by or on behalf of any indemnified party.

7. (a) This Agreement shall become effective at [time] , [city] time, on the first full business day following the date hereof, or at such earlier time after the Registration Statement becomes effective as the Representative shall first release the Firm Securities for sale to the public. The Representative shall notify the Company immediately after it has taken any action that causes this Agreement to become effective. Until this Agreement is effective, it may be terminated by the Company by notice to the Representative or by the Representative by notice to the Company. For purposes of this Agreement, the release of the Firm Securities for sale to the public shall be deemed to have been made when the Representative releases, by telegram or otherwise, firm offers of the Firm Securities to securities dealers or release for publication a newspaper advertisement relating to the Firm Securities, whichever occurs first.

(b) The obligations of the Underwriters hereunder may be terminated by the Representative, in its absolute discretion, by notice given to and received by the Company prior to delivery of and payment for the Securities, if prior to that time (i) the Company shall have failed, refused or been unable, at or prior to the First Closing Date, to perform any agreement on its part to be performed hereunder, (ii) any other condition of the Underwriters' obligation hereunder is not fulfilled, (iii) trading in securities generally on the New York Stock Exchange is suspended, or minimum prices are established on that Exchange, (iv) a banking moratorium is declared by Federal or New York or

Illinois State authorities, (v) there shall have been such a material adverse change in general economic, political or financial conditions or in the financial markets in the United States such that, in the judgment of [the Representative] [a majority in interest of the several Underwriters], it would be inadvisable or impracticable to proceed with the public offering of the Securities or the delivery of the Securities on the terms and in the manner contemplated by the Prospectus, or (vi) the United States becomes engaged in major armed hostilities or there is an escalation in such hostilities involving the United States or there is a declaration of a national emergency or war by the United States.

8. The respective obligations of the Underwriters hereunder are subject, in their discretion, to the accuracy, when made and on the First Delivery Date and Second Delivery Date, if any, of the representations and warranties of the Company contained herein, to performance by the Company of its obligations hereunder, and to each of the following terms and conditions:

(a) The Prospectus shall have been filed with the Commission in a timely fashion in accordance with Paragraph 5(e) hereof, all post-effective amendments to the Registration Statement shall have become effective, and all filings required by Rule 424 of the Rules and Regulations shall have been made. At or before the First Delivery Date and the Second Delivery Date, if any, no stop order suspending such effectiveness, nor any order directed to any document incorporated by reference in the Prospectus or any Incorporated Document, shall have been issued, and prior to that time no stop-order proceeding shall have been initiated or threatened by the Commission and no challenge shall have been made by the Commission to the accuracy or adequacy of any document incorporated by reference in the Prospectus or any Incorporated Document. Any request of the Commission for inclusion of additional information in the Registration Statement or the Prospectus or otherwise shall have been complied with or adequately disposed of following discussions with the Commission's staff, and the Company shall not have filed with the Commission the Prospectus or any amendment or supplement to the Registration Statement or the Prospectus or any Incorporated Document without complying with Paragraph 5(d) hereof.

(b) No Underwriter shall have discovered and disclosed to the Company on or prior to the First Delivery Date or the Second Delivery Date, if any, that the Registration Statement, the Prospectus, any Incorporated Document or any amendment or supplement thereto contains an untrue statement of a fact that, in the opinion of Mayer, Brown & Platt, counsel to the Underwriters, is material or omits to state a fact that, in the opinion of such counsel, is material and is required to be stated therein or is necessary to make the statements therein not

misleading.

(c) All corporate proceedings and other legal matters incident to the authorization, form and validity of this Agreement and the Securities and to the form of the Registration Statement, the Prospectus and any Incorporated Document, other than financial statements and other financial data, and all other legal matters relating to this Agreement and such other documents and the transactions contemplated hereby and thereby shall be satisfactory in all respects to Mayer, Brown & Platt, counsel to the Underwriters, and the Company shall have furnished to such counsel all documents and information that such counsel may reasonably request to enable them to pass upon such matters.

(d) The Company shall have furnished to the Representative on the First Delivery Date and the Second Delivery Date, if any, a certificate, dated such Delivery Date, of its President and its Executive Vice President-Finance and Chief Financial Officer, certifying that:

(i) There are no legal or governmental administrative or other proceedings pending or threatened against the Company or its subsidiaries of a character required to be disclosed in the Prospectus which are not disclosed therein;

(ii) The representations and warranties of the Company contained herein are true and correct as of the First Delivery Date and the Second Delivery Date, if any; that the Company has complied with all of its agreements herein contained; and that the conditions set forth in subparagraphs (a), (d), (e), (f), (g), (h), (i), (j) and (l) of this Paragraph 8 have been fulfilled;

(iii) Since the date of the latest audited financial statements of the Company included in the Prospectus, there have been no material transactions not in the ordinary course of business entered into by the Company or its subsidiaries not reflected in the Registration Statement or Prospectus and since the date of the latest audited financial statements of the Company included in the Prospectus, there have been no material adverse changes in the financial condition of the Company and its subsidiaries taken as a whole or in their consolidated financial position or net assets as shown in the Registration Statement and Prospectus other than as referred to or contemplated in the Registration Statement and the Prospectus; and

(iv) They have carefully examined the Registration Statement, the Prospectus and the documents incorporated therein and (A) as of the effective date of the Registration Statement, the Registration Statement, the Prospectus and such incorporated documents did not include any untrue statement of a material fact

and did not omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and (B) since the effective date of the Registration Statement, no event has occurred that should have been set forth in a supplement to or an amendment of the Prospectus or in an Incorporated Document that has not been set forth in such a supplement or amendment or in an Incorporated Document;

(e) At the First Delivery Date and the Second Delivery Date, if any, and since the respective dates as of which information is given in the Prospectus, neither the Company nor any subsidiary thereof shall have sustained any loss on account of fire, flood, accident or other calamity (i) of such a character as to interfere materially with the continuous operation of the business of the Company and (ii) in the judgment of the Representative, materially adversely affects the Company and its subsidiaries taken as a whole, regardless of whether or not such loss shall have been insured;

(f) The Company shall have furnished to the Representative on the date of this Agreement and the First Delivery Date and the Second Delivery Date, if any, letters of Arthur Andersen & Co., addressed to the Underwriters and dated such Delivery Date, confirming that they are independent public accounts within the meaning of the Act and are in compliance with the applicable requirements relating to the qualification of accountants under Rule 2-01 of Regulation S-X of the Commission, and stating, as of the date of such letter (or, with respect to matters involving changes or developments since the respective dates of which specified financial information is given in the Prospectus, as of a date not more than five days prior to the date of such letter), the conclusions and findings of such accountants with respect to the financial information and other matters covered by their letter delivered to the Representative concurrently with the execution of this Agreement and confirming in all material respects the conclusions and findings set forth in such prior letter;

(g) Since the respective dates of which information is given in the Prospectus there has not been any material change in the capital stock of the Company or any material increase in the indebtedness for money borrowed of the Company or any material adverse change in, or any development which is materially adversely affecting, the financial position, results of operations or prospects of the Company, except in all cases for changes or developments which the Prospectus discloses or contemplates;

(h) Subsequent to the date hereof (i) no downgrading shall have occurred in the rating accorded any of the Company's debt securities by any "nationally recognized statistical rating

organization," as that term is defined by the Commission for purposes of Rule 436(g)(2) under the Act, and (ii) no such organization shall have announced that it proposes to withdraw or has under surveillance or review with negative implications its rating of any of the Company's debt securities;

(i) On the First Delivery Date and the Second Delivery Date, if any, the General Counsel of the Company shall have furnished to the Representative their opinion, addressed to the Underwriters and dated such Delivery Date, to the effect that:

(i) Each of the Company, Chicago Bridge & Iron Company ("Chicago Bridge") and Liquid Carbonic Industries Corporation ("Liquid Carbonic"), Chicago Bridge and Liquid Carbonic being wholly owned subsidiaries of the Company, has been duly incorporated and is validly existing in good standing as a corporation under the laws of Delaware, Illinois and Delaware, respectively, and each is duly qualified to do business and in good standing in each of the other United States jurisdictions where such qualification is required for the conduct of its business or ownership of its properties and where the failure to be so qualified could reasonably be expected to have a material adverse effect upon the Company and its subsidiaries taken as a whole;

(ii) The Securities have been duly authorized and, upon payment therefor as provided herein will be validly issued and outstanding, fully paid and nonassessable with no personal liability attaching to the ownership thereof and the holders of the outstanding shares of the _____ Stock of the Company are not entitled to preemptive or other rights to subscribe for any of the Securities. All of the issued shares of the _____ Stock of the Company and the Securities conform in all material respects to the description thereof contained in the Registration Statement and the Prospectus. The number of authorized shares of capital stock of the Company is as set forth in the Prospectus and there has been no material change in the number of outstanding shares of _____ Stock from that set forth in or contemplated by the Prospectus;

[If the Preferred Stock is convertible into common stock, add the following paragraph and such other opinions as are deemed necessary or appropriate by the Company and the Representative:

If the Securities are convertible into shares of common stock in accordance with this Agreement and the Certificate of Designations, such shares of common stock initially issuable upon conversion of the Securities have been duly authorized and reserved for issuance, and when issued upon such conversion, shall be validly issued, fully paid and non-assessable and not subject to any preemptive rights.]

(iii) All of the issued shares of _____ Stock of the Company, Chicago Bridge and Liquid Carbonic have been duly authorized, validly issued, and are fully paid and nonassessable.

(iv) The Registration Statement and Prospectus comply as to form in all material respects with the requirements of the Act and the Rules and Regulations thereunder, and the documents incorporated (or deemed to be incorporated) by reference in the Prospectus and the Incorporated Documents (if any) when filed with the Commission appear on their face to have been appropriately responsive to the requirements of the Exchange Act and the Rules and Regulations, except that no opinion need be expressed as to the financial statements, schedules and other financial [and statistical] data contained in any of those documents;

(v) Such counsel has no reason to believe that the Registration Statement (except as to the financial statements, schedules and other financial [or statistical] data contained or incorporated by reference therein, as to which such counsel need express no opinion) at the time it became effective or the Prospectus or any amendments or supplements thereto contain any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(vi) The Registration Statement has become effective under the Act and, to the best of such counsel's knowledge, no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for such purpose have been instituted or are pending or threatened;

(vii) To the best of such counsel's knowledge, neither the Company nor any of its subsidiaries has any litigation or governmental, administrative or other proceeding, pending or threatened, which are not disclosed in the Prospectus and which are of a character that ought to be disclosed in the Prospectus;

(viii) To the best of such counsel's knowledge, there are no contracts to which the Company or any of its subsidiaries is a party which are required to be filed as exhibits to the Registration Statement and are not so filed or required to be summarized therein and are not so summarized;

(ix) The statements made in the Prospectus under the caption "Description of Capital Stock," insofar as they purport to summarize the provisions of documents or agreements specifically referred to therein, fairly present the information called for with respect thereto by Form S-3;

(x) Neither the Company, Chicago Bridge or Liquid Carbonic is in violation of its certificate of incorporation or by-laws, or, to the best of such counsel's knowledge, in default under any material agreement, indenture or instrument; and

(xi) This Agreement has been duly authorized, executed and delivered by the Company; the execution, delivery and performance of this Agreement will not conflict with, or result in the creation or imposition of any lien, charge or encumbrance upon any of the assets of the Company or any of its subsidiaries (which creation or imposition would have a material adverse effect on the Company and its subsidiaries taken as a whole) pursuant to the terms of, or constitute a breach or default under, any agreement, indenture or instrument known to such counsel, or result in a material violation of the certificate of incorporation or by-laws of the Company or any of its subsidiaries or, to the best of such counsel's knowledge, any order, rule or regulation of any court or governmental agency having jurisdiction over the Company, any of its subsidiaries or their property; and no consent, authorization or order of, or filing or registration with, any court or governmental agency is required for the execution, delivery and performance of this Agreement by the Company, except such as may be required by the Act, the Exchange Act and state securities laws.

(j) On the First Delivery Date and Second Delivery Date, if any, the Company shall have furnished to the Representative, addressed to the Underwriters, such other opinions of counsel as may reasonably be requested relating to matters arising on or after the date hereof.

(k) On the First Delivery Date and the Second Delivery Date, if any, Mayer, Brown & Platt, counsel for the Underwriters, shall have furnished to the Representative their opinion, addressed to the Underwriters and dated such Delivery Date, with respect to the issuance and sale of the Securities, the Registration Statement, the Prospectus and other related matters as the Representative may reasonably require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

[(l) The Securities shall have been approved for listing on the New York Stock Exchange, subject to official notice of issuance.]

(m) The Company shall have furnished such additional documents and certificates as the Representative may reasonably request.

All opinions, letters, evidence and certificates mentioned above or elsewhere in this Agreement shall be deemed to be in

compliance with the provisions hereof only if they are in form and substance satisfactory to Mayer, Brown & Platt, counsel to the Underwriters.

9. If the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Paragraph 8 hereof is not satisfied or because of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof, other than by reason of a default by any of the Underwriters, the Company will reimburse the Underwriters severally upon demand for all reasonable out-of-pocket expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Securities.

10. The Company shall be entitled to act and rely upon any request, consent, notice or agreement by _____ on behalf of the Representative and the Underwriters. Any notice by the Company to the Underwriters shall be sufficient if given in writing or by telegraph addressed to _____

_____ and any notice by the Underwriters to the Company shall be sufficient if given in writing or by telegraph addressed to the Company at 800 Jorie Boulevard, Oak Brook, Illinois 60521-2268, Attention: George L. Schueppert, Executive Vice President-Finance and Chief Financial Officer.

11. This Agreement shall inure to the benefit of and be binding upon the Underwriters, the Company, and their respective successors. Nothing in this Agreement is intended or shall be construed to give any person, other than the persons referred to in the preceding sentence, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein, except that (a) the representations, warranties, indemnities and agreements of the Company contained in this Agreement shall also be deemed to be for the benefit of the person or persons, if any, who control any Underwriter within the meaning of Section 15 of the Act, and (b) the indemnity agreement of the Underwriters contained in Paragraph 6 of this Agreement shall be deemed to be for the benefit of directors of the Company, officers of the Company who have signed the Registration Statement and any person controlling the Company.

12. For purposes of this Agreement, (a) "business day" means any day on which the New York Stock Exchange is open for trading, and (b) "subsidiary" and "significant subsidiary" have the meanings set forth in Rule 405 of the Rules and Regulations.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement may be executed in one or more counterparts, and if executed in more than one counterpart the executed counterparts shall together constitute a single instrument.

If the foregoing correctly sets forth the agreement among the Company and the Underwriters, please indicate your acceptance in the space provided for the purpose below.

Very truly yours,
CBI INDUSTRIES, INC.

By: _____

ACCEPTED:

By: _____

For itself and as Representative of
the Underwriters

SCHEDULE I

Underwriter

Number of Shares of
Firm Securities

TOTAL

EXHIBIT 4 (a)

CBI Industries, Inc.

AND

Chemical Bank, Trustee

Indenture

Dated as of March 1, 1994

Debt Securities

CBI Industries, Inc.

Reconciliation and tie between Indenture
dated as of March 1, 1994
and
Trust Indenture Act of 1939, as amended

Trust Indenture Act Section	Indenture Section
310 (a) (1)	.709
(a) (2)	.709
(a) (3)	Not Applicable
(a) (4)	Not Applicable
(a) (5)	.709
(b)	.708, 710
(c)	Not Applicable
311 (a)	713(a)
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(d) (2)	.701(c) (2)
(d) (3)	.701(c) (3)
(e)	.614
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(a) (1) (B)	602, 613
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Note: This reconciliation and tie shall not, for any purpose, be deemed to be a part of the Indenture.

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INDENTURE dated as of March 1, 1994, between CBI INDUSTRIES, INC., a Delaware corporation (hereinafter called the "Company"),

having an office at 800 Jorie Boulevard, Oak Brook, Illinois 60521, and CHEMICAL BANK, a corporation organized under the laws of the State of New York, having its Corporate Trust Office at 450 West 33rd Street, 15th Floor, New York, New York 10001, as trustee (hereinafter called the "Trustee").

RECITALS OF THE COMPANY

The Company has duly authorized the execution and delivery of this Indenture to provide for the issue from time to time of its unsecured debentures, notes, bonds or other evidences of indebtedness to be issued in one or more series (such debt securities of the Company, irrespective of designated maturity, are hereinafter called the "Securities") as in this Indenture provided, up to such principal amount or amounts as may from time to time be authorized in or pursuant to one or more resolutions of the Board of Directors.

All things necessary to make this Indenture a valid agreement of the Company, in accordance with its terms, have been done.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase or acceptance of the Securities by the Holders thereof, it is mutually covenanted and agreed, for the equal and proportionate benefit of the respective Holders from time to time of the Securities or of any series thereof as follows:

ARTICLE ONE DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101. Definitions.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(1) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular;

(2) all other terms used herein which are defined in the Trust Indenture Act, either directly or by reference therein, have the meanings assigned to them therein;

(3) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles in the United States of America and, except as otherwise herein expressly provided, the term

"generally accepted accounting principles" with respect to any computation required or permitted hereunder shall mean such accounting principles as are generally accepted at the date of such computation; and

(4) the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

Certain terms used principally in Article Seven are defined in that Article.

"Act" when used with respect to any Holder has the meaning specified in Section 104.

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

"Authentication Agent" means any agent or agents of the Trustee which at the time shall be appointed and acting pursuant to Section 714.

"Authorized Newspaper" means a newspaper of general circulation, in the official language of the country of publication or in the English language, customarily published on each Business Day whether or not published on Saturdays, Sundays or holidays, and of general circulation in the place in connection with which the term is used or in the financial community of such place. Whenever successive publications in an Authorized Newspaper are required hereunder they may be made (unless otherwise expressly provided herein) on any Business Day and in the same or different Authorized Newspapers.

"Board of Directors" means either the Board of Directors of the Company or any duly authorized committee of that Board.

"Board Resolution" means a copy of a resolution certified by the Chairman of the Board, Vice Chairman of the Board, President, a Vice President, the Secretary or an Assistant Secretary of the Company to have been duly adopted by the Board of Directors and to be in full force and effect on the date of such certification, and delivered to the Trustee.

"Business Day", when used with respect to any Place of Payment

or any other particular location referred to in this Indenture or in the Securities, means, unless otherwise specified with respect to any series of Securities pursuant to Section 301, each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in that Place of Payment or particular location are authorized or obligated by law, regulation or executive order to close.

"Capitalized Rent" means, as calculated by the Company, the total net amount of rent payable for the remaining term as of the date of determination thereof under a lease of Principal Property by the Company or any of its Restricted Subsidiaries, discounted from the respective due dates thereof to such date at the rate per annum equal to the weighted average interest rate borne by the Securities. The weighted average interest rate borne by the Securities shall be calculated by dividing the aggregate of the annual interest payments required on the Securities, based on the amount Outstanding at the latest date any Securities were issued hereunder, by the aggregate principal amount of the Securities Outstanding at such date. In the case of an Original Issue Discount Security, the amount Outstanding shall be deemed to be the entire principal thereof and the annual interest payments shall be deemed to be the product obtained by multiplying such entire principal amount by the rate of interest payable on overdue principal. The total net amount of rent payable under any such lease for any period shall be the total amount of the rent payable by the lessee with respect to such period but shall not include amounts required to be paid on account of maintenance and repairs, insurance, taxes, assessments, water rates, sewer rents and similar charges and contingent rents such as those based on sales. The remaining term under any lease shall be calculated without giving effect to any unexercised option of the lessee for the renewal or extension of any term. In the case of any lease which is terminable by the lessee upon the payment of a penalty, such net amount shall also include the amount of such penalty, but no rent shall be considered as required to be paid under such lease subsequent to the first date upon which it may be so terminated.

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

"Company" means the Person named as the "Company" in the first paragraph of this Indenture unless and until a successor corporation shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Company" shall mean such successor corporation or any such successor to such a

successor.

"Company Request" and "Company Order" mean, respectively, a written request or order signed in the name of the Company by its Chairman of the Board, Vice Chairman of the Board, President or a Vice President and by another Vice President, its Treasurer, its Secretary, an Assistant Secretary or an Assistant Treasurer, and delivered to the Trustee.

"Consolidated Current Liabilities" means the aggregate of the current liabilities of the Company and its Restricted Subsidiaries (excluding liabilities of Unrestricted Subsidiaries) appearing on the most recent available consolidated balance sheet of the Company and its Restricted Subsidiaries, all in accordance with generally accepted accounting principles; provided, however, that in no event shall Consolidated Current Liabilities include any obligation of the Company and its Restricted Subsidiaries issued under a revolving credit or similar agreement if the obligation issued under such agreement matures by its terms within 12 months from the date thereof but by the terms of such agreement such obligation may be renewed or extended or the amount thereof reborrowed or refunded at the option of the Company or any Restricted Subsidiary for a term in excess of 12 months from the date of determination.

"Consolidated Net Tangible Assets" means Consolidated Tangible Assets after deduction of Consolidated Current Liabilities.

"Consolidated Tangible Assets" means the aggregate of all assets of the Company and its Restricted Subsidiaries (including the value of all existing Sale and Leaseback Transactions (as defined in Section 1105) and any assets resulting from the capitalization of other long-term lease obligations in accordance with generally accepted accounting principles but excluding the value of assets or investment in any Unrestricted Subsidiary or any non-majority-owned subsidiary) appearing on the most recent available consolidated balance sheet of the Company and its Restricted Subsidiaries at their net book values, after deducting related depreciation, amortization and other valuation reserves and excluding (a) any capital write-ups resulting from reappraisals of assets or of other investments after March 1, 1994 (other than a write-up of any assets constituting part of the assets and business of another corporation made in connection with the acquisition, direct or indirect, of the assets and business of such other corporation) except as permitted in accordance with generally accepted accounting principles, (b) treasury stock, (c) patent and trademark rights, good will, unamortized discounts and expenses and any other intangible items, all in accordance with generally accepted accounting principles.

"Corporate Trust Office" means an office of the Trustee at which at any particular time its corporate trust business shall be administered, which office at the date of execution and delivery of this Indenture is located at 450 West 33rd Street, 15th Floor, New York, New York 10001, Attn: Corporate Trust Administration, Telephone 212-971-3347, Telecopy 212-613-7682, or such other address as the Trustee may notify the Company and the Holders from time to time.

"corporation" includes any corporation, limited liability company, association, company, joint-stock company or business trust.

"Defaulted Interest" has the meaning specified in Section 307.

"Defeasance" has the meaning specified in Section 1302.

"Defeasible Series" has the meaning specified in Section 1301.

"Depository" means, with respect to Securities of any series issuable in whole or in part in the form of one or more Global Securities, a clearing agency registered under the Securities Exchange Act of 1934, as amended, that is designated to act as Depository for such Securities as contemplated by Section 301.

"Dollar or \$" means a dollar or other equivalent unit in such coin or currency of the United States of America as at the time shall be legal tender for the payment of public and private debts.

"Event of Default" has the meaning specified in Section 601.

"Funded Debt" means all indebtedness for money borrowed having a maturity of more than twelve months from the date of the most recent consolidated balance sheet of the Company and its Restricted Subsidiaries (excluding indebtedness of Unrestricted Subsidiaries) or renewable and extendible beyond twelve months at the option of the borrower and all obligations in respect of lease rentals which under generally accepted accounting principles would be shown on a consolidated balance sheet of the Company as a liability item other than a current liability; provided, however, that Funded Debt shall not include any of the foregoing to the extent that such indebtedness or obligations are not required by generally accepted accounting principles to be shown on the balance sheet of the Company.

"Global Security" means a Security that evidences all or part of the Securities of any series and is authenticated and delivered to, and registered in the name of, the Depository for such Securities or a nominee thereof.

"Holder" means any Person in whose name a Security of any series is registered in the Security Register applicable to Securities of such series.

"Indenture" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof. The term "Indenture" shall also include the terms of particular series of Securities established as contemplated by Section 301.

"Indexed Security" means a Security the terms of which provide that the principal amount thereof payable at Stated Maturity may be more or less than the principal face amount thereof at original issuance.

"Interest", when used with respect to an Original Issue Discount Security which by its terms bears interest only after maturity, means interest payable after maturity.

"Interest Payment Date", when used with respect to any series of Securities, means the Stated Maturity of an installment of interest on such Securities.

"Maturity", when used with respect to any Security, means the date on which the principal of such Security becomes due and payable as therein or herein provided, whether on a Repayment Date, at the Stated Maturity or by declaration of acceleration, call for redemption or otherwise.

"Officers' Certificate" means a certificate signed by the Chairman of the Board, Vice Chairman of the Board, President or a Vice President and by another Vice President, the Treasurer, the Secretary, or an Assistant Treasurer or Assistant Secretary of the Company, and delivered to the Trustee. Each such certificate shall contain the statements set forth in Section 102 if and to the extent required by the provisions of such Section.

"Opinion of Counsel" means a written opinion of counsel, who may be an employee of or counsel to the Company or who may be other counsel satisfactory to the Trustee. Each such opinion shall contain the statements set forth in Section 102 if and to the extent required by the provisions of such Section.

"Original Issue Discount Security" means any Security which by its terms provides for an amount less than the principal amount thereof to be due and payable upon a declaration of acceleration of the Maturity thereof.

"Outstanding", when used with respect to Securities or Securities of any series, means, as of the date of determination,

all such Securities theretofore authenticated and delivered under this Indenture, except:

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

(ii) such Securities for whose payment or redemption money in the necessary amount has been theretofore deposited with the Trustee or any Paying Agent (other than the Company) in trust or set aside and segregated in trust by the Company (if the Company shall act as its own Paying Agent) for the Holders of such Securities; provided, however, that if such Securities are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made;

(iii) Securities as to which Defeasance has been effected pursuant to Section 1302; and

(iv) such Securities in exchange for or in lieu of which other such Securities have been authenticated and delivered pursuant to this Indenture, or such Securities which have been paid, pursuant to this Indenture, unless proof satisfactory to the Trustee is presented that any such Securities are held by Persons in whose hands any of such Securities are a legal, valid and binding obligation of the Company;

provided, however, that in determining whether the Holders of the requisite principal amount of such Outstanding Securities have given any request, demand, authorization, direction, notice, consent or waiver hereunder or are present at a meeting of Holders of Securities for quorum purposes, (A) the principal amount of an Original Issue Discount Security that shall be deemed to be Outstanding shall be the amount of the principal thereof that would be due and payable as of the date of such determination upon acceleration of the Maturity thereof pursuant to Section 602, (B) the principal amount of any Indexed Security that shall be deemed to be Outstanding shall be the principal face amount of such Indexed Security at original issuance unless otherwise provided with respect to such Security pursuant to Section 301, and (C) such Securities owned by the Company or such other obligor upon such Securities or any Affiliate of the Company or such other obligor shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only such Securities which the Trustee knows to be so owned shall be so disregarded. Such Securities so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Securities and that the

pledgee is not the Company or any other such obligor upon such Securities or any Affiliate of the Company or such other obligor. Upon request of the Trustee, the Company shall furnish to the Trustee promptly an Officers' Certificate listing and identifying all such Securities, if any, known by the Company to be owned or held by or for the account of any of the above-described Persons; and, subject to the provisions of Section 701, the Trustee shall be entitled to accept and rely upon such Officers' Certificate as conclusive evidence of the facts therein set forth and of the fact that all such Securities not listed therein are Outstanding for the purpose of any such determination.

"Paying Agent" means any Person authorized by the Company to pay the principal of, premium, if any, or interest on any Securities on behalf of the Company.

"Periodic Offering" means an offering of Securities of a series from time to time the specific terms of which Securities, including, without limitation, the rate or rates of interest or formula for determining the rate or rates of interest thereon, if any, the Stated Maturity or Stated Maturities thereof, the original issue date or dates thereof, the redemption provisions, if any, with respect thereto, and any other terms specified as contemplated by Section 301 with respect thereto, are to be determined by the Company upon the issuance of such Securities.

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

"Place of Payment", when used with respect to the Securities of any series, means the place or places where the principal of (and premium, if any) and interest on the Securities of that series are payable as specified as contemplated by Section 301.

"Predecessor Security" of any particular Security means every previous Security evidencing all or a portion of the same debt as that evidenced by such particular Security, and for the purposes of this definition, any Security authenticated and delivered under Section 306 in lieu of a mutilated, lost, destroyed or stolen Security shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Security.

"Principal Property" means any manufacturing plant or other facility of the Company or any Restricted Subsidiary, whether now owned or hereafter acquired, which, in the opinion of the Board of Directors, is of material importance to the business conducted by the Company and its Restricted Subsidiaries as a whole.

"Redemption Date", when used with respect to any Security to be

redeemed, means the date fixed for such redemption by or pursuant to this Indenture.

"Redemption Price", when used with respect to any Security to be redeemed, means the price specified in such Security at which it is to be redeemed pursuant to this Indenture.

"Regular Record Date" for the interest payable on any Security on any Interest Payment Date means the date, if any, specified in such Security as the "Regular Record Date".

"Repayment Date", when used with respect to any Security to be repaid, means the date fixed for such repayment pursuant to such Security.

"Repayment Price", when used with respect to any Security to be repaid, means the price at which it is to be repaid pursuant to such Security.

"Responsible Officer", when used with respect to the Trustee, means the chairman or any vice-chairman of the board of directors, the chairman or any vice-chairman of the executive committee of the board of directors, the president, any vice president or assistant vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, the cashier, any assistant cashier, any trust officer or any assistant trust officer, the controller or any assistant controller or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to any particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Restricted Subsidiary" means (a) any Subsidiary other than an Unrestricted Subsidiary and (b) any Subsidiary which was an Unrestricted Subsidiary but which, subsequent to March 1, 1994, is designated by the Company (by or pursuant to Board Resolution) to be a Restricted Subsidiary, provided, however, that the Company may not designate any such Subsidiary to be a Restricted Subsidiary if the Company would thereby breach any covenant or agreement herein contained (on the assumptions that any outstanding Secured Debt of such Subsidiary was incurred at the time of such designation and that any Sale and Leaseback Transaction (as defined in Section 1105) to which such Subsidiary is then a party was entered into at the time of such designation).

"Secured Debt" means indebtedness for money borrowed and any Funded Debt which is secured by a mortgage, pledge, lien, security interest or encumbrance on (a) any Principal Property of

the Company or a Restricted Subsidiary or on (b) any shares of capital stock or indebtedness of any Restricted Subsidiary.

"Security Register" and "Security Registrar" have the meanings specified in Sections 305 and 1102, respectively.

"Special Record Date" for the payment of any Defaulted Interest (as defined in Section 307) means a date fixed by the Trustee pursuant to Section 307.

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

"Subsidiary" means any corporation a majority of the Voting Stock of which is at the time owned directly or indirectly by the Company or one or more of its other subsidiaries or by the Company and one or more of its other Subsidiaries.

"Trustee" means the Person named as the "Trustee" in the first paragraph of this Indenture until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Trustee" shall mean such successor Trustee or any such successor to such a successor Trustee. If pursuant to the provisions of this Indenture there shall be at any time more than one Trustee hereunder, the term "Trustee" as used with respect to Securities of any series shall mean the Trustee with respect to Securities of that series.

"Trust Indenture Act" or "TIA" means, subject to Sections 1001(6) and 1005, the Trust Indenture Act of 1939, as amended, and as in force at the date as of which this Indenture was executed.

"Unrestricted Subsidiary" means (a) any Subsidiary acquired or organized after March 1, 1994, provided, however, that such Subsidiary shall not be a successor, directly or indirectly, to any Restricted Subsidiary; (b) any Subsidiary whose principal business or assets are located outside the United States of America, its territories and possessions, Puerto Rico or Canada; (c) any Subsidiary the principal business of which consists of financing or assisting in financing of customer construction projects or the acquisition or disposition of products by dealers, distributors or other customers; (d) any Subsidiary engaged in the insurance business or whose principal business is the ownership, leasing, purchasing, selling or development of real property; and (e) any Subsidiary substantially all the assets of which consist of stock or other securities of a Subsidiary or Subsidiaries of a character described in clauses (a) through (d) of this paragraph; unless and until any such

Subsidiary shall have been designated to be a Restricted Subsidiary pursuant to clause (b) of the definition of "Restricted Subsidiary".

"U.S. Government Obligations" means securities that are (i) direct obligations of the United States of America for the payment of which its full faith and credit is pledged or (ii) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America, the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America, which, in either case under clauses (i) or (ii) are not callable or redeemable at the option of the issuer thereof, and shall also include a depository receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act of 1933, as amended) as custodian with respect to any such U.S. Government Obligation or a specific payment of interest on or principal of any such U.S. Government Obligation held by such custodian for the account of the holder of a depository receipt, provided that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the U.S. Government Obligation or the specific payment of principal of or interest on the U.S. Government Obligation evidenced by such depository receipt.

"U.S. Person" means, unless otherwise specified with respect to the Securities of any series as contemplated by Section 301, a citizen, national or resident of the United States, a corporation, partnership or other entity created or organized in or under the laws of the United States or any political subdivision thereof, or an estate or trust the income of which is subject to United States federal income taxation regardless of its source.

"Voting Stock" means outstanding shares of capital stock having under ordinary circumstances (not dependent on the happening of a contingency) voting power for the election of directors.

SECTION 102. Compliance Certificates and Opinions.

Upon any application or request by the Company to the Trustee to take any action under any provision of this Indenture, the Company shall furnish to the Trustee such certificates and opinions as may be required under the Trust Indenture Act. Each such certificate or opinion shall be given in the form of an Officers' Certificate, if to be given by officers of the Company, or an Opinion of Counsel, if to be given by counsel, and shall comply with the requirements of the Trust Indenture Act and any other requirements set forth in this Indenture.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(1) a statement that each individual signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of each such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether such covenant or condition has been complied with; and

(4) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

SECTION 103. Form of Documents Delivered to Trustee.

In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person or Persons may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an officer of the Company may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any such certificate or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Company stating that the information with respect to such factual matters is in the possession of the Company, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

SECTION 104. Acts of Holders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders or Holders of Securities of any series may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by agent duly appointed in writing or by the record of the Holders of Securities voting in favor thereof at any meeting of such Holders duly called and held in accordance with the provisions of Article Twelve; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments or any such record are delivered to the Trustee, and where it is hereby expressly required, to the Company. Such instrument or instruments or such record (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Holders signing such instrument or instruments or voting at such meeting. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Section 701) conclusive in favor of the Trustee and the Company, if made in the manner provided in this Section. The record of any meeting of Holders of Securities shall be proved in the manner provided in Article Twelve and the record so proved shall be sufficient for any purpose of this Indenture and (subject to Section 701) conclusive in favor of the Trustee and the Company, if made in the manner provided in this Section.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgements of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by a signer acting in a capacity other than his individual capacity, such certificate or affidavit shall also constitute sufficient proof of his authority. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner that the Trustee deems sufficient.

(c) The ownership of Securities shall be proved by the Security Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Security shall bind every future Holder of the same Security and the Holder of every Security issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of any thing done or suffered to be done by the Trustee or the Company in

reliance thereon, whether or not notation of such action is made upon such Security.

(e) The Company may, in the circumstances permitted by the Trust Indenture Act, fix any day as the record date for the purpose of determining the Holders of Securities of any series entitled to give or take any request, demand, authorization, direction, notice, consent, waiver or other action, or to vote on any action, authorized or permitted to be given or taken by Holders of Securities of such action, authorized or permitted to be given or taken by Holders of Securities of such series. If not set by the Company prior to the first solicitation of a Holder of Securities of such series made by any Person in respect of any such actions, or, in the case of any such vote, prior to such vote, the record date for any such action or vote shall be the 30th day (or, if later, the date of the most recent list of Holders required to be provided pursuant to Section 801) prior to such first solicitation or vote, as the case may be. With regard to any record date for action to be taken by the Holders of one or more series of Securities, only the Holders of Securities of such series on such date (or their duly designated proxies) shall be entitled to give or take, or vote on, the relevant action. With regard to any record date set pursuant to this paragraph, the Holders of Outstanding Securities of the relevant series on such record date (or their duly appointed agents), and only such Persons, shall be entitled to give or take the relevant action, whether or not such Holders remain Holders after such record date. With regard to any action that may be given or taken hereunder only by Holders of a requisite principal amount of Outstanding Securities of any series (or their duly appointed agents) and for which a record date is set pursuant to this paragraph, the Company may, at its option, set an expiration date after which no such action purported to be given or taken by any Holder shall be effective hereunder unless given or taken on or prior to such expiration date by Holders of the requisite principal amount of Outstanding Securities of such series on such record date (or their duly appointed agents). On or prior to any expiration date set pursuant to this paragraph, the Company may, on one or more occasions at its option, extend such date to any later date. Nothing in this paragraph shall prevent any Holder (or any duly appointed agent thereof) from giving or taking, after any expiration date, any action identical to, or, at any time, contrary to or different from, any action given or taken, or purported to have been given or taken, hereunder by a Holder on or prior to such date, in which event the Company may set a record date in respect thereof pursuant to this paragraph. Notwithstanding the foregoing or the Trust Indenture Act, the Company shall not set a record date for, and the provisions of this paragraph shall not apply with respect to, any action to be given or taken by Holders pursuant to Sections 601, 602 or 612.

(f) Without limiting the foregoing, a Holder entitled hereunder to give or take any action hereunder with regard to any particular Security may do so with regard to all or any part of the principal amount of such Security or by one or more duly appointed agents each of which may do so pursuant to such appointment with regard to all or any different part of such principal amount.

SECTION 105. Notices etc., to Trustee and Company.

Any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other document provided or permitted by this Indenture to be made upon, given or furnished to, or filed with

(1) the Trustee by any Holder or by the Company shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing to or with the Trustee at its Corporate Trust Office, or

(2) the Company by the Trustee or by any Holder shall be sufficient for every purpose hereunder (except as provided in Section 601(4)) if made, given, furnished or filed in writing to or with the Company at the address of its principal office specified in the first paragraph of this instrument or at any other address previously furnished in writing to the Trustee by the Company.

SECTION 106. Notices to Holders; Waiver.

Where this Indenture or any Security provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein or in such Securities expressly provided) if in writing and mailed, first-class postage prepaid, to each Holder of such Securities, at his address as it appears on the Security Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. In any case where notice to Holders is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders, and any notice which is mailed in the manner herein provided shall be conclusively presumed to have been duly given.

In case, by reason of the suspension of regular mail service as a result of a strike, work stoppage or otherwise, it shall be impractical to mail notice of any event to the Holders of Securities when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be satisfactory to the Trustee and the Company shall be deemed to be a sufficient giving of such notice.

Any request, demand, authorization, direction, notice, consent or waiver required or permitted under this Indenture shall be in the English language, except that any published notice may be in an official language of the country of publication.

SECTION 107. Conflict with Trust Indenture Act.

If any provision hereof limits, qualifies or conflicts with another provision hereof which is required or deemed to be included in this Indenture by any of the provisions of the TIA, such required or deemed provision of the TIA shall control.

SECTION 108. Effect of Headings and Table of Contents.

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

SECTION 109. Successors and Assigns.

All covenants and agreements in this Indenture by the Company shall bind its successors and assigns, whether so expressed or not.

SECTION 110. Separability Clause.

In case any provision in this Indenture or in the Securities of any series shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 111. Benefits of Indenture.

Nothing in this Indenture or in the Securities, expressed or implied, shall give to any Person, other than the parties hereto and their successors hereunder and the Holders, any benefit or any legal or equitable right, remedy or claim under this Indenture.

SECTION 112. Governing Law.

THIS INDENTURE AND THE SECURITIES SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW

YORK, EXCEPT AS OTHERWISE REQUIRED BY MANDATORY PROVISIONS OF LAW.

SECTION 113. Legal Holidays.

In any case where any Interest Payment Date or Repayment Date or Redemption Date or the Maturity of any Security or any date on which any Defaulted Interest is proposed to be paid shall not be a Business Day, then (notwithstanding any other provision of the Securities or this Indenture) payment of interest, premium, if any, or principal on any Securities need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the nominal date of any such Interest Payment Date or Repayment Date or Redemption Date or Maturity or on the date on which Defaulted Interest is proposed to be paid, and no interest shall accrue for the period from and after such nominal date.

SECTION 114. Execution in Counterparts.

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

SECTION 115. No Security Interest Created.

Nothing in this Indenture or in the Securities, expressed or implied, shall be construed to constitute a security interest under the Uniform Commercial Code or similar legislation, as now or hereafter enacted and in effect, in any jurisdiction where property of the Company or its Subsidiaries is located.

ARTICLE TWO
SECURITY FORMS

SECTION 201. Forms Generally.

The Securities of each series and the certificates of authentication thereon shall have such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon, as may be required to comply with the rules of any securities exchange, or as may, consistently herewith, be determined by the officers executing such Securities, as evidenced by their signing of such Securities. Any portion of the text of any Security may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Security.

The definitive Securities shall be printed, lithographed or engraved or produced by any combination of these methods or may be produced in any other manner, all as determined by the officers executing such Securities, as evidenced by their signing of such Securities.

SECTION 202. Forms of Securities.

The Securities of each series shall be in one of the forms approved from time to time by or pursuant to a Board Resolution, or established in one or more indentures supplemental hereto. Prior to the delivery of such Securities to the Trustee for authentication in any form approved by or pursuant to a Board Resolution, the Company shall deliver to the Trustee the Board Resolution by or pursuant to which such form of Security has been approved, which Board Resolution shall have attached thereto a true and correct copy of the form of such Securities which has been approved by or pursuant thereto, or, if a Board Resolution authorizes a specific officer or officers to approve a form of such Securities, a certificate of such officer or officers approving the form of such Securities attached thereto.

SECTION 203. Form of Trustee's Certificate of Authentication.

The following is the form of the Certificate of Authentication of the Trustee to be endorsed on the face of all Securities substantially as follows:

This is one of the Securities of the series designated herein issued under the within-mentioned Indenture.

CHEMICAL BANK, as Trustee

By: _____
 Authorized Officer

SECTION 204. Form of Legend for Global Securities.

Any Global Security authenticated and delivered hereunder may bear any legend required to comply with the requirements of any Depository.

ARTICLE THREE

THE SECURITIES

SECTION 301. Title and Terms.

The aggregate principal amount of Securities which may be authenticated and delivered under this Indenture is unlimited. The Securities may be issued up to the aggregate principal amount of Securities from time to time authorized by or pursuant to a Board Resolution.

The Securities may be issued in one or more series. All Securities of each series issued under this Indenture shall in all respects be equally and ratably entitled to the benefits hereof with respect to such series without preference, priority or distinction on account of the actual time or times of the authentication and delivery or Maturity of the Securities of such series. There shall be established in or pursuant to a Board Resolution, and set forth, or determined in the manner provided, in an Officers' Certificate, or established in one or more indentures supplemental hereto, prior to the issuance of Securities of any series:

(1) the title of the Securities of the series (which title shall distinguish the Securities of the series from all other Securities);

(2) any limit upon the aggregate principal amount of the Securities of the series which may be authenticated and delivered under this Indenture (which limit shall not pertain to Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of the series pursuant to Sections 304, 305, 306, 407, or 1006);

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

(4) the rate or rates at which the Securities of the series shall bear interest, if any, or the method of calculating such rate or rates of interest, the date or dates from which such interest shall accrue or the method by which such date or dates shall accrue or the method by which such date or dates shall be determined, and the Interest Payment Dates on which any such interest shall be payable;

(5) the place or places where, subject to the provisions of Section 1102, the principal of, premium, if any, and interest, if any, on Securities of the series shall be payable;

(6) the period of periods within which, the price or prices at which, and the other terms and conditions upon which, Securities of the series may be redeemed, in whole or in part, at the option of the Company and, if other than as provided in Section 403, the manner in which the particular Securities of

such series (if less than all Securities of such series are to be redeemed) are to be selected for redemption;

(7) the obligation, if any, of the Company to redeem or purchase Securities of the series pursuant to any sinking fund or analogous provisions or upon the happening of a specified event or at the option of a Holder thereof and the period or periods within which, the price or prices at which, and the other terms and conditions upon which, Securities of the series shall be redeemed or purchased, in whole or in part, pursuant to such obligation, and any provisions for the remarketing of such Securities;

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

(9) if other than Dollars, the currency or currencies (including currency units) in which the principal of, premium, if any, and interest, if any, on the Securities of the series shall be payable, or in which the Securities of the series shall be denominated, the particular provisions applicable thereto, and whether the Securities of the series may be satisfied and discharged other than as provided in Article Five;

(10) if the payments of principal of, premium, if any, or interest, if any, on the Securities of the series are to be made, at the election of the Company or a Holder, in a currency or currencies (including currency units) other than that in which such Securities are denominated or designated to be payable, the currency or currencies (including currency units) in which such payments are to be made, the terms and conditions of such payments and the manner in which the exchange rate with respect to such payments shall be determined, the particular provisions applicable thereto, and whether the Securities of the series may be satisfied and discharged other than as provided in Article Five;

(11) if the amount of payments of principal of, premium, if any, and interest, if any, on the Securities of the series shall be determined with reference to an index, formula or other method (which index, formula or method may be based, without limitation, on a currency or currencies (including currency units) other than that in which the Securities of the series are denominated or designated to be payable), the index, formula or other method by which such amounts shall be determined;

(12) if other than the principal amount thereof, the portion of the principal amount of such Securities of the series which shall be payable upon declaration of acceleration thereof pursuant to Section 602 or the method by which such portion shall

be determined;

(13) if other than as provided in Section 307, the Person to whom any interest on any Security of the series shall be payable, and the extent to which, or the manner in which (including any certification requirement and other terms and conditions under which), any interest payable on a temporary or permanent Global Security on an Interest Payment Date will be paid if other than in the manner provided herein;

(14) provisions, if any, granting special rights to the Holders of Securities of the series upon the occurrence of such events as may be specified;

(15) any deletions from, modifications of or additions to the Events of Default set forth in Section 601 or covenants of the Company set forth in Article Eleven pertaining to the Securities of the series;

(16) under what circumstances, if any, the Company will pay additional amounts on the Securities of that series held by a Person who is not a U.S. Person in respect of taxes or similar charges withheld or deducted and, if so, whether the Company will have the option to redeem such Securities rather than pay such additional amounts (and the terms of any such option);

(17) the applicability, if any, to the Securities of or within the series of Article Thirteen or such other means of defeasance or covenant defeasance as may be specified for the Securities, and whether, for the purpose of such defeasance or covenant defeasance, the term "U.S. Government Obligation" shall include obligations referred to in the definition of such term which are not obligations of the United States or an agency or instrumentality of the United States;

(18) if other than the Trustee, the identity of the Security Registrar and any Paying Agent;

(19) if and as applicable, that the Securities of the series shall be issuable in whole or in part in the form of one or more Global Securities and, in such a case, the Depositary or Depositaries for such Global Security or Global Securities and any circumstances other than those set forth in Section 305 in which any such Global Security may be transferred to, and registered and exchanged for Securities registered in the name of, a Person other than the Depositary for such Global Security or a nominee thereof and in which any such transfer may be registered;

(20) the terms and conditions upon which Securities of the series will be convertible into shares of Common Stock or other

securities of the Company, including the conversion price, the conversion period and other conversion terms and provisions; and

(21) any other term of the series (which term shall not be inconsistent with the provisions of this Indenture), including, but not limited to, any terms which may be required by or advisable under United States laws or regulations or advisable in connection with the marketing of Securities of the series.

All Securities of any one series shall be substantially identical except as to denomination and the rate or rates of interest, if any, and Stated Maturity, the date from which interest, if any, shall accrue and except as may otherwise be provided in or pursuant to an Officers' Certificate pursuant to this Section 301 or in an indenture supplemental hereto. All Securities of any one series need not be issued at the same time and, unless otherwise provided, a series may be reopened, without the consent of the Holders, for issuances of additional Securities of such series or for the establishment of additional terms with respect to the Securities of such series.

The principal of, premium, if any, and interest on the Securities shall be payable at the office or agency maintained by the Company for such purposes as provided in Section 1102 (herein called the "Place of Payment"); provided, however, that, unless otherwise provided in or pursuant to an Officers' Certificate pursuant to this Section 301 or in an indenture supplemental hereto, payment of interest may be made at the option of the Company by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

SECTION 302. Denominations.

The Securities of each series shall be issuable in such denominations as shall be specified as contemplated in Section 301. In the absence of any specification with respect to the Securities of any series, the Securities of such series shall be issuable in denominations of \$1,000 and any integral multiple thereof.

SECTION 303. Execution, Authentication, Dating and Delivery.

The Securities shall be executed on behalf of the Company by its Chairman of the Board, Vice Chairman of the Board, President or one of its Vice Presidents under its corporate seal reproduced thereon and attested by its Secretary or one of its Assistant Secretaries. The signatures of any or all of these officers on the Securities may be manual or facsimile.

Securities bearing the manual or facsimile signatures of individuals who are, at any time on or after the date as of which

this Indenture is dated, the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Securities or did not hold such offices at the date of such Securities.

At any time and from time to time, the Company may deliver Securities of any series executed by the Company to the Trustee for authentication, together with a Company Order for the authentication and make available for delivery such Securities, and the Trustee in accordance with the Company Order shall authenticate and deliver such Securities; provided, however, that in the case of Securities offered in a Periodic Offering, the Trustee shall authenticate and deliver such Securities from time to time in accordance with such other procedures (including, without limitation, the receipt by the Trustee of oral or electronic instructions from the Company or its duly authorized agents, promptly confirmed in writing) acceptable to the Trustee as may be specified by or pursuant to a Company Order delivered to the Trustee prior to the time of the first authentication of Securities of such series.

If the form or terms of the Securities of a series have been established by or pursuant to one or more Officers' Certificates as permitted by Section 301, in authenticating such Securities and accepting the additional responsibilities under this Indenture in relation to such Securities, the Trustee shall be entitled to receive, and shall be fully protected in relying upon, an Opinion of Counsel stating,

(1) that the forms and terms of such Securities have been established in conformity with the provisions of this Indenture; and

(2) that such Securities, when authenticated and delivered by the Trustee and issued by the Company in the manner and subject to any conditions specified in such Opinion of Counsel, will constitute valid and legally binding obligations of the Company, enforceable in accordance with their respective terms, subject to customary exceptions;

provided, however, that, with respect to Securities of a series subject to a Periodic Offering, the Trustee shall be entitled to receive such Opinion of Counsel only once at or prior to the time of the first authentication of Securities of such series and that the Opinion of Counsel above may state:

(x) that the forms of Securities have been, and the terms of such Securities (when established in accordance with such procedures as may be specified from time to time in a Company Order, all as contemplated by and in accordance with a Board

Resolution or an Officers' Certificate pursuant to Section 301, as the case may be) will have been, established in conformity with the provisions of this Indenture; and

(y) that such Securities, when (1) executed by the Company, (2) completed, authenticated and delivered by the Trustee in accordance with this Indenture, and (3) issued by the Company in the manner and subject to any conditions specified in such Opinion of Counsel, will constitute valid and legally binding obligations of the Company, enforceable in accordance with their respective terms, subject to customary exceptions.

With respect to Securities of a series subject to a Periodic Offering, the Trustee may conclusively rely, as to the authorization by the Company of any of such Securities, the form and terms thereof and the legality, validity, binding effect and enforceability thereof, upon the Opinion of Counsel and other documents delivered pursuant to Section 201 or 301, at or prior to the time of the first authentication of Securities of such series unless and until it has received written notification that such opinion or other documents have been superseded or revoked. In connection with the authentication and delivery of Securities of a series subject to a Periodic Offering, the Trustee shall be entitled to assume that the Company's instructions to authenticate and deliver such Securities do not violate any rules, regulations or orders of any governmental agency or commission having jurisdiction over the Company.

Notwithstanding the provisions of Section 301 and of the two preceding paragraphs, if all of the Securities of any series are not to be issued at one time, it shall not be necessary to deliver the Officers' Certificate otherwise required pursuant to Section 301 at or prior to the time of the authentication of each Security of such series if such Officers' Certificate is delivered at or prior to the authentication upon original issuance of the first Security of such series to be issued.

The Trustee shall not be required to authenticate such Securities if the issue thereof will adversely affect the Trustee's own rights, duties or immunities under the Securities and this Indenture or otherwise in a manner which is not reasonably acceptable to the Trustee or such action would expose the Trustee to personal liability to existing Holders.

Unless otherwise provided in the form of Security for any series, all Securities shall be dated the date of their authentication.

No Security shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose, unless there appears on such Security a certificate of authentication

substantially in the form provided for herein executed by the Trustee by manual signature, and such certificate upon any Security shall be conclusive evidence, and the only evidence, that such Security has been duly authenticated and delivered hereunder.

Notwithstanding the foregoing, if any Security shall have been authenticated and delivered hereunder but never issued and sold by the Company, and the Company shall deliver such Security to the Trustee for cancellation as provided in Section 309 together with a written statement (which need not comply with Section 102 and need not be accompanied by an Opinion of Counsel) stating that such Security has never been issued and sold by the Company, for all purposes of this Indenture such Security shall be deemed never to have been authenticated and delivered hereunder and shall not be entitled to the benefits of this Indenture.

SECTION 304. Temporary Securities.

Pending the preparation of definitive Securities of any series, the Company may execute, and upon Company Order, the Trustee shall authenticate and deliver, such temporary Securities which may be printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denominations, substantially of the tenor of such definitive Securities in lieu of which they are issued and with such appropriate insertions, omissions, substitutions and other variations as the officers executing such temporary Securities may determine, as evidenced by their execution of such temporary Securities.

If temporary Securities of any series are issued, the Company will cause definitive Securities of such series to be prepared without unreasonable delay. After the preparation of definitive Securities of any series, the temporary Securities of such series shall be exchangeable for definitive Securities of such series, upon surrender of the temporary Securities of such series at any office or agency maintained by the Company for such purposes as provided in Section 1102, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Securities of any series, the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor a like principal amount of definitive Securities of such series having the same interest rate and Stated Maturity and bearing interest from the same date of any authorized denominations. Until so exchanged the temporary Securities of such series shall in all respects be entitled to the same benefits under this Indenture as definitive Securities of such series.

SECTION 305. Registration, Transfer and Exchange.

The Company shall cause to be kept at the offices or agencies

to be maintained by the Company as provided in Section 1102 of this Indenture a register for each series of Securities issued hereunder (herein sometimes referred to as a "Security Register" and all such registers for each series of Securities herein sometimes collectively referred to as the "Security Register") in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Securities and the registration of transfers and exchanges of Securities as herein provided.

Upon surrender for registration of transfer of any Security of any series at any office or agency to be maintained by the Company as provided in Section 1102, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Securities of such series having the same interest rate and Stated Maturity and bearing interest from the same date of any authorized denominations of a like aggregate principal amount, all as requested by the transferor.

At the option of the Holder, Securities of any series may be exchanged for other Securities of such series having the same interest rate and Stated Maturity and bearing interest from the same date of any authorized denominations, of a like aggregate principal amount, upon surrender of the Securities to be exchanged at any such office or agency, and upon payment, if the Company shall so require, of the charges hereinafter provided. Whenever any Securities are so surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and deliver, the Securities which the Holder making the exchange is entitled to receive.

All Securities issued in exchange for or upon transfer of Securities shall be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Securities surrendered for such exchange or transfer.

Every Security presented or surrendered for registration of transfer or exchange shall (if so required by the Company or the Trustee) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by the Holder thereof or his attorney duly authorized in writing.

Unless otherwise provided in the Securities to be transferred or exchanged, no service charge shall be made for any transfer or exchange of Securities, but the Company may (unless otherwise provided in such Securities) require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Securities, other

than exchanges expressly provided in this Indenture to be made at the Company's own expense or without expense or without charge to Holders.

The Company shall not be required (i) to issue, transfer or exchange any Securities of any series during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Securities of such series to be redeemed under Section 403 and ending at the close of business on the day of the mailing of a notice of redemption of Securities of such series so selected for redemption, or (ii) to transfer or exchange any Securities so selected for redemption in whole or that portion of any Security selected for redemption in part.

Notwithstanding any other provision in this Indenture, any Global Security shall be exchangeable pursuant to this Section 305 for Securities registered in the names of Persons other than the Depositary for such Global Security or its nominee only when (i) such Depositary notifies the Company and the Trustee in writing that it is unwilling or unable to continue as Depositary for such Global Security or if at any time such Depositary ceases to be a clearing agency registered under the Securities Exchange Act of 1934, as amended, and a successor Depositary is not appointed by the Company within 90 days, (ii) the Company in its sole discretion determines that Securities shall no longer be represented by a Global Security and executes and delivers to the Trustee a Company Order that such Global Security shall be so exchangeable, (iii) there shall have occurred and be continuing an Event of Default or an event which, with the giving of notice or lapse of time, or both, would constitute an Event of Default with respect to the Securities represented by such Global Security or (iv) there shall exist such other circumstances, if any, as shall be specified for this purpose as contemplated by Section 301. Any Global Security that is exchangeable pursuant to clause (i), (ii), (iii) or (iv) above, shall be surrendered by the Depositary, or such other depositary as shall be specified in the Company Order with respect thereto, to the Trustee, as the agent for such purpose, to be exchanged, in whole or in part, for definitive Securities without charge, and the Trustee shall authenticate and deliver, in exchange for each portion of such permanent Global Security, an equal aggregate principal amount of definitive Securities, executed by the Company, of the same series of authorized denominations and of like tenor as the portion of such Global Security to be exchanged, which shall be in the form of registered Securities as provided in the Company Order.

Every Security authenticated and delivered upon registration of transfer of, or in exchange for or in lieu of, a Global Security other than pursuant to clauses (i), (ii), (iii) or (iv) in the preceding paragraph, whether pursuant to this Section, Section

304, 306, 407 or 1006 or otherwise, shall be authenticated and delivered in the form of, and shall be, a Global Security.

SECTION 306. Mutilated, Destroyed, Lost and Stolen Securities.

A mutilated Security may be surrendered and, after the delivery to the Company and the Trustee of such security or indemnity as may be required by them to save each of them harmless, the Company may execute and the Trustee may authenticate and deliver in exchange therefor a new Security of the same series of like tenor and principal amount and bearing a number or other identifying mark not contemporaneously Outstanding.

If there be delivered to the Company and to the Trustee (i) evidence to their satisfaction of the destruction, loss or theft of any Security, and (ii) such security or indemnity as may be required by them to save each of them harmless, then, the Company may execute and upon its request the Trustee may authenticate and deliver in lieu of any such destroyed, lost or stolen Security a new Security of the same series of like tenor and principal amount and bearing a number or other identifying mark not contemporaneously Outstanding.

In case any such mutilated, destroyed, lost or stolen Security has become or is about to become due and payable, the Company in its discretion may instead of issuing a new Security, pay such Security.

Upon the issuance of any new Security under this Section, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

Every new Security issued pursuant to this Section in lieu of any destroyed, lost or stolen Security shall constitute an original additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Security shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Securities of the same series duly issued hereunder.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities.

SECTION 307. Payment of Interest; Interest Rights Preserved.

Interest which is payable, and is punctually paid or duly

provided for, on any Interest Payment Date, on any Security, shall unless otherwise provided in such Security be paid to the Person in whose name that Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest.

In the case of Securities represented by a Global Security registered in the name of or held by a Depositary or its nominee, unless otherwise specified by Section 301, payment of principal, premium, if any, and interest, if any, will be made to the Depositary or its nominee, as the case may be, as the registered owner or Holder of such Global Security.

Unless otherwise stated in the form of Security of a series, interest on the Securities of any series shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

Any interest on any Security which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered Holder on the relevant Regular Record Date by virtue of having been such Holder; and such Defaulted Interest may be paid by the Company, at its election in each case, as provided in Clause (1) or (2) below:

(1) The Company may elect to make payment of any Defaulted Interest to the Persons in whose names any such Securities (or their respective Predecessor Securities) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Security and the date of the proposed payment, and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this clause provided. Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 days and not less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such Special Record Date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder of such Securities, at his address as it appears in the Security Register, not less than 10 days prior to such Special Record Date. The Trustee may,

in its discretion, in the name and at the expense of the Company, cause a similar notice to be published at least once in an Authorized Newspaper, but such publication shall not be a condition precedent to the establishment of such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the Persons in whose names such Securities (or their respective Predecessor Securities) are registered on such Special Record Date and shall no longer be payable pursuant to the following Clause (2).

(2) The Company may make payment of any Defaulted Interest in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of that series may be listed, and upon such notice as may be required by such exchange, if, after notice given by the Company to the Trustee of the proposed payment pursuant to this Clause, such payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of this Section, each Security delivered under this Indenture upon transfer of or in exchange for or in lieu of any other Security shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Security.

SECTION 308. Persons Deemed Owners.

Prior to due presentment of any Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name such Security is registered as the owner of such Security for the purpose of receiving payment of principal of, premium, if any, and (subject to Section 307) interest on such Security and for all other purposes whatsoever, whether or not such Security be overdue, and neither the Company, the Trustee nor any agent of the Company, or the Trustee shall be affected by notice to the contrary.

None of the Company, the Trustee or any agent of the Company, or the Trustee shall have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests of a Global Security, or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. Notwithstanding the foregoing, with respect to any Global Security, nothing herein shall prevent the Company, or the Trustee, or any agent of the Company, or the Trustee, from giving effect to any written certification, proxy or other authorization furnished by any depository (or its nominee), as a Holder, with respect to such Global Security or impair, as between such depository and owners of beneficial interests in such Global Security, the operation of customary practices governing the exercise of the rights of such

Depository (or its nominee) as Holder of such Global Security.

SECTION 309. Cancellation.

All Securities surrendered for payment, transfer or exchange shall, if surrendered to the Company or any agent of the Company, be delivered to the Trustee and shall be promptly cancelled by it or if surrendered to the Trustee shall be cancelled by it. The Company may at any time deliver to the Trustee for cancellation any Securities previously authenticated and delivered hereunder which the Company may have acquired in any manner whatsoever, and all Securities so delivered shall be promptly cancelled by the Trustee. No Securities shall be authenticated in lieu of or in exchange for any Securities cancelled as provided in this Section, except as expressly permitted by this Indenture. All cancelled Securities held by the Trustee shall be destroyed by the Trustee and a certificate of such destruction shall be delivered to the Company.

ARTICLE FOUR
REDEMPTION OF SECURITIES; SINKING FUNDS

SECTION 401. Applicability of Article.

The Company may reserve the right to redeem and pay before Stated Maturity all or any part of the Securities of any series, either by optional redemption, sinking fund (mandatory or optional) or otherwise, by provision therefor in the form of Security for such series approved or established pursuant to Section 202 and on such terms as are specified in such form or the Officers' Certificate delivered pursuant to Section 301 or the indenture supplemental hereto as provided in Section 301 with respect to Securities of such series. Redemption of Securities of any series shall be made in accordance with the terms of such Securities and, to the extent that this Article does not conflict with such terms, in accordance with this Article.

SECTION 402. Election to Redeem; Notice to Trustee.

The election of the Company to redeem any Securities redeemable at the option of the Company shall be evidenced by an Officers' Certificate. In case of any redemption at the election of the Company of less than all the Securities of any series, the Company shall, at least 60 days prior to the Redemption Date fixed by the Company (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date and of the principal amount of Securities of such series to be redeemed. In case of any redemption at the election of the Company of all the Securities of any series, the Company shall, at least 45 days prior to the Redemption Date fixed by the

Company (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date.

SECTION 403. Selection by Trustee of Securities to Be Redeemed.

If less than all the Securities of any series are to be redeemed, the particular Securities to be redeemed shall be selected not more than 60 days prior to the Redemption Date by the Trustee from the Outstanding Securities of such series not previously called for redemption, by such method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions of the principal of Securities of such series of a denomination larger than the minimum authorized denomination for Securities of such series. Unless otherwise provided by the terms of the Securities of any series so selected for partial redemption, the portions of the principal amount which remains Outstanding shall not be less than the minimum authorized denomination for Securities of such series.

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

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

SECTION 404. Notice of Redemption.

Notice of redemption shall be given in the manner provided in Section 106, not less than 30 nor more than 60 days prior to the Redemption Date, to each Holder of Securities to be redeemed.

All notices of redemption shall state:

- (1) the Redemption Date;
- (2) the Redemption Price;
- (3) if less than all Outstanding Securities of any series are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Securities to be redeemed from the Holder to whom the notice is given;
- (4) in case any Security is to be redeemed in part only, the notice which relates to such Security shall state that on and

after the Redemption Date, upon surrender of such Security, the holder will receive, without a charge, a new Security or Securities of authorized denominations for the principal amount thereof remaining unredeemed;

(5) that on the Redemption Date, the Redemption Price will become due and payable upon each such Security, and that interest, if any, thereon shall cease to accrue on said date;

(6) the place where such Securities are to be surrendered for payment of the Redemption Price, which shall be the office or agency maintained by the Company for such purposes as provided in Section 1102; and

(7) that the redemption is on account of a sinking fund, if that be the case.

Notice of redemption of Securities to be redeemed at the election of the Company shall be given by the Company or, on Company Request, by the Trustee in the name and at the expense of the Company.

Unless any Security by its terms prohibits any sinking fund payment obligation from being satisfied by delivering and crediting Securities (including Securities redeemed otherwise than through a sinking fund), the Company may deliver such Securities to the Trustee for crediting against such payment obligation in accordance with the terms of such Securities and this Indenture.

SECTION 405. Deposit of Redemption Price.

Prior to any Redemption Date, the Company shall deposit with the Trustee or with a Paying Agent (or, if the Company is acting as its own Paying Agent, segregate and hold in trust as provided in Section 1103) an amount of money sufficient to pay the Redemption Price of, which shall include any premium and interest payable on, all the Securities which are to be redeemed on that date.

SECTION 406. Securities Payable on Redemption Date.

Notice of redemption having been given as aforesaid, the Securities so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified and on such date (unless the Company shall default in the payment of the Redemption Price) such Securities shall cease to bear interest. Upon surrender of such Securities for redemption in accordance with said notice, such Securities shall be paid by the Company at the Redemption Price together with accrued interest to the Redemption Date. Installments of interest whose Stated

Maturity is on or prior to the Redemption Date shall be payable to the Holders of such Securities on the relevant Regular Record Dates according to their terms and the provisions of Section 307.

If any Security called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the Redemption Date at the rate borne by such Security, or as otherwise provided in such Security.

SECTION 407. Securities Redeemed in Part.

Any Security which is to be redeemed only in part shall be surrendered at the office or agency maintained by the Company for such purposes as provided in Section 1102 (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by, the Holder of such Security or his attorney duly authorized in writing) and the Company shall execute and the Trustee shall authenticate and deliver to the Holder of such Security without service charge, a new Security or Securities of the same series having the same interest rate and Stated Maturity and bearing interest from the same date of any authorized denominations as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Security so surrendered.

SECTION 408. Provisions with Respect to any Sinking Funds.

If the form or terms of any series of Securities shall provide that, in lieu of making all or any part of any mandatory sinking fund payment with respect to such series of Securities in cash, the Company may at its option (1) deliver to the Trustee for cancellation any Securities of such series theretofore acquired by the Company, or (2) receive credit for any Securities of such series (not previously so credited) acquired by the Company and theretofore delivered to the Trustee for cancellation, then Securities so delivered or credited shall be credited at the applicable sinking fund Redemption Price with respect to Securities of such series.

On or before the 60th day next preceding each sinking fund Redemption Date, the Company will deliver to the Trustee a certificate signed by the Treasurer or any Assistant Treasurer of the Company specifying (i) the portion of the mandatory sinking fund payment to be satisfied by deposit of funds, by delivery of Securities theretofore purchased or otherwise acquired by the Company (which Securities shall accompany such certificate) and by credit for Securities acquired by the Company and theretofore delivered to the Trustee for cancellation redeemed by the Company and stating that the credit to be applied has not theretofore

been so applied or applied in lieu of retiring Funded Debt pursuant to Section 1105 and (ii) whether the Company intends to exercise its right, if any, to make an optional sinking fund payment, and if so, the amount thereof. Such certificate shall also state that no Event of Default has occurred and is continuing. Such certificate shall be irrevocable and upon its delivery the Company shall be obligated to make the payment or payments therein referred to, if any, on or before the next succeeding sinking fund payment date. In case of the failure of the Company on or before the 60th day next preceding each sinking fund Redemption Date to deliver such certificate (or to deliver the Securities specified in this paragraph), the sinking fund payment due on the next succeeding sinking fund payment date shall be paid entirely in funds and shall be sufficient to redeem the principal amount of Securities as a mandatory sinking fund payment, without the option to deliver or credit Securities as provided in the first paragraph of this Section 408 and without the right to make an optional sinking fund payment as provided herein.

If the sinking fund payment or payments (mandatory or optional) with respect to any series of Securities made in cash plus any unused balance of any preceding sinking fund payments with respect to Securities of such series made in cash shall exceed \$100,000 (or a lesser sum if the Company shall so request), unless otherwise provided by the terms of such series of Securities, said cash shall be applied by the Trustee on the sinking fund Redemption Date with respect to Securities of such series next following the date of such payment to the redemption of Securities of such series at the applicable sinking fund Redemption Price with respect to Securities of such series, together with accrued interest, if any, to the date fixed for redemption, with the effect provided in Section 406. The Trustee shall select, in the manner provided in Section 403, for redemption on such sinking fund Redemption Date a sufficient principal amount of Securities of such series to utilize said cash and shall thereupon cause notice of redemption of the Securities of such series for the sinking fund to be given in the manner provided in Section 404 (and with the effect provided in Section 406) for the redemption of Securities in part at the option of the Company. Any sinking fund moneys not so applied or allocated by the Trustee to the redemption of Securities of such series shall be added to the next cash sinking fund payment with respect to Securities of such series received by the Trustee and, together with such payment, shall be applied in accordance with the provisions of this Section 408. Any and all sinking fund moneys with respect to Securities of any series held by the Trustee at the Maturity of Securities of such series, and not held for the payment or redemption of particular Securities of such series, shall be applied by the Trustee, together with other moneys, if necessary, to be deposited sufficient for the purpose,

to the payment of the principal of the Securities of such series at Maturity.

On or before each sinking fund Redemption Date provided with respect to Securities of any series, the Company shall pay to the Trustee in cash a sum equal to all accrued interest, if any, to the date fixed for redemption on Securities to be redeemed on such sinking fund Redemption Date pursuant to this Section 408.

ARTICLE FIVE
SATISFACTION AND DISCHARGE

SECTION 501. Satisfaction and Discharge of Indenture.

This Indenture upon Company Request shall cease to be of further effect (except as to (i) remaining rights of registration of transfer, substitution and exchange of Securities, (ii) rights hereunder of Holders to receive payments of principal of, premium, if any, and interest on, the Securities, and other rights, duties and obligations of the Holders as beneficiaries hereof with respect to the amounts, if any, so deposited with the Trustee and (iii) the rights, obligations and immunities of the Trustee hereunder), and the Trustee, on demand of and at the expense of the Company, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture, when

(1) either

(A) all Securities theretofore authenticated and delivered (other than (i) Securities which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 306 and (ii) Securities for which payment money has theretofore been deposited in trust or segregated and held in trust by the Company including money so deposited in trust or so segregated and held in trust and thereafter repaid to the Company or discharged from such trust, as provided in Section 1103) have been delivered to the Trustee for cancellation; or

(B) all such Securities not theretofore delivered to the Trustee for cancellation

(i) have become due and payable, or

(ii) will become due and payable at their Stated Maturity within one year, or

(iii) are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company

and the Company, in the case of (i), (ii), or (iii) above, has deposited or caused to be deposited with the Trustee as trust funds in trust an amount sufficient to pay and discharge the entire indebtedness on such Securities not theretofore delivered to the Trustee for cancellation, for principal, premium, if any, and interest to the date of such deposit (in the case of Securities which have become due and payable), or to the Stated Maturity or Redemption Date, as the case may be;

(2) the Company has paid or caused to be paid all other sums payable hereunder by the Company; and

(3) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with.

Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Company to the Trustee under Section 707 shall survive and the Company hereby agrees to reimburse the Trustee for any costs or expenses hereafter reasonably and properly incurred in connection with this Indenture or the Securities.

SECTION 502. Application of Trust Money.

All money deposited with the Trustee pursuant to Section 501 shall be held in trust and applied by it to the payment, either directly or through any Paying Agent, as the Trustee may determine, to the Holders of the Securities for whose payments such money has been deposited with the Trustee, of all sums due and to become due thereon for principal, premium, if any, and interest; but such money need not be segregated from other funds except to the extent required by law.

ARTICLE SIX REMEDIES

SECTION 601. Events of Default.

"Event of Default", with respect to any series of Securities, wherever used and herein, means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body), unless such event is either inapplicable to a particular series or it is specifically deleted or modified in

the supplemental indenture under or the Board Resolution under or pursuant to which such series of Securities is issued or in the form of Security for such series:

(1) default in the payment of any installment of interest upon any Security of such series when it becomes due and payable, and continuance of such default for a period of 30 days after its due date; or

(2) default in the payment of principal of or premium, if any, on any Security of such series at its Maturity; or

(3) default in the making or satisfaction of any sinking fund payment or analogous obligation with respect to the Securities of such series when the same becomes due by the terms of the Securities of such series; or

(4) default in the performance, or breach, of any covenant or warranty of the Company in respect of the Securities of such series in this Indenture (other than a covenant or warranty a default in whose performance or whose breach is elsewhere in this Section specifically dealt with), and continuance of such default or breach for a period of 90 days after there has been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the Outstanding Securities of such series, a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder; or

(5) if an event of default with respect to any other series of Securities issued or hereafter issued pursuant to this Indenture or as defined in any mortgage, indenture or instrument, under which there may be issued, or by which there may be secured or evidenced, any indebtedness of the Company, whether such indebtedness now exists or shall hereafter be created, shall happen and shall result in such other series of Securities or such indebtedness, as the case may be, becoming or being declared due and payable prior to the date on which it would otherwise become due and payable, and such acceleration shall not be rescinded or annulled within 30 days after written notice to the Company from the Trustee or to the Company and to the Trustee from the Holders of not less than 25% in principal amount of the Securities of such series at the time Outstanding; provided, however, that the aggregate principal amount of indebtedness outstanding with respect to which such default or defaults relate exceeds \$5,000,000; and provided further, however, that, subject to the provisions of Section 701 and Section 703, the Trustee shall not be charged with knowledge of any such default unless written notice thereof shall have been given to a Responsible Officer by the Holder or an agent of the Holder of any Securities

of any such other series or of any such indebtedness, as the case may be, or by the Trustee then acting under this Indenture with respect to such other series of Securities or under any indenture or other instrument, as the case may be, under which such default shall have occurred, or by the Holders of not less than 25% in the aggregate principal amount of the Securities of such series at the time Outstanding; and provided, further, that if such event of default with respect to such other series of Securities or such indebtedness, as the case may be, pursuant to this Indenture or such indenture or instrument, as the case may be, shall be remedied or cured by the Company or waived by the Holders of such other series of Securities or the holders of such indebtedness, as the case may be, pursuant to this Indenture or such indenture or instrument, as the case may be, then unless the maturity of the Securities of such series shall have been accelerated as provided herein, the Event of Default hereunder by reason thereof shall be deemed likewise to have been thereupon remedied, cured or waived without further action upon the part of either the Trustee or the Holders of Securities of such series; or

(6) the entry of a decree or order by a court having jurisdiction in the premises adjudging the Company a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Company under the Federal Bankruptcy Code or any other applicable Federal or State law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days; or

(7) the institution by the Company of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under the Federal Bankruptcy Code or any other applicable Federal or State law, or the consent by it to the filing of any such petition or to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due and its willingness to be adjudicated a bankrupt, or the taking of corporate action by the Company in furtherance of any such action; or

(8) any other Event of Default provided with respect to Securities of that series.

SECTION 602. Acceleration of Maturity; Rescission and Annulment.

If an Event of Default with respect to any series of Securities for which there are Securities Outstanding occurs and is continuing, then and in every such case the Trustee or the Holders of not less than 25% in principal amount of the Outstanding Securities of such series may declare the principal (or, if the Securities of that series are Original Issue Discount Securities or Indexed Securities, such portion of the principal amount as may be specified in the terms of that series) of all the Securities of such series to be due and payable immediately, by a notice in writing to the Company (and to the Trustee if given by Holders), and upon any such declaration such principal (or, in the case of Original Issue Discount Securities or Indexed Securities, such specified amount) shall become immediately due and payable.

At any time after such a declaration of acceleration with respect to Securities of any series has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee as hereinafter in this Article provided, the Holders of a majority in principal amount of the Outstanding Securities of such series, by written notice to the Company and the Trustee, may rescind and annul such declaration and its consequences if

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

(A) all overdue installments of interest on all Securities of such series,

(B) the principal of and premium, if any, on any Securities of such series which have become due otherwise than by such declaration of acceleration and interest thereon at the rate borne by the Securities of such series or as otherwise provided in the form of Security of such series,

(C) to the extent that payment of such interest is lawful, interest upon overdue installments of interest at the rate borne by the Securities of such series or as otherwise provided in the form of Security of such series, and

(D) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel;

and

(2) all Events of Default, other than the non-payment of

the principal of Securities of such series which have become due solely by such acceleration, have been cured or waived as provided in Section 613.

No such rescission shall affect any subsequent default or impair any right consequent thereon.

SECTION 603. Collection of Indebtedness and
 Suits for Enforcement by Trustee.

The Company covenants that if

(1) default is made in the payment of any installment of interest on any Security of any series when such interest becomes due and payable and such default continues for a period of 30 days, or

(2) default is made in payment of the principal of or premium, if any, on any Security of any series at the Maturity thereof, or

(3) default is made in the making or satisfaction of any sinking fund payment or analogous obligation with respect to the Securities of any series when the same becomes due by the terms of the Securities of any series,

the Company will, upon demand of the Trustee, pay to it, for the benefit of the Holders of any such Security (or Holders of Securities of any such series in the case of Clause (3) above), the whole amount then due and payable on any such Security (or Securities of any such series in the case of Clause (3) above), for principal, premium, if any, and interest, with interest upon the overdue principal and premium, if any, and, to the extent that payment of such interest shall be legally enforceable, upon overdue installments of interest, at the rate borne by the Securities of such series or as otherwise provided in the form of Security of such series; and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

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

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

SECTION 604. Trustee May File Proofs of Claim.

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Company or any other obligor upon the Securities of any series or the property of the Company or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Securities of such series shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Company for the payment of overdue principal or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise

(1) to file and prove a claim for the whole amount of principal, premium, if any, and interest owing and unpaid in respect of the Securities of such series and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Holders of the Securities of such series allowed in such judicial proceeding, and

(2) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same,

and any receiver, assignee, trustee, liquidator, sequestrator (or other similar official) in any judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and all other amounts due the Trustee under Section 707.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept, or adopt on behalf

of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Securities or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder (except, as aforesaid, for the election of a trustee in bankruptcy or other person performing similar functions) in any such proceeding.

SECTION 605. Trustee May Enforce Claims without Possession of Securities.

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

SECTION 606. Application of Money Collected.

Any money collected by the Trustee with respect to any series of Securities pursuant to this Article shall be applied in the following order, at the date or dates fixed by the Trustee, and, in the case of the distribution of such money on account of principal, premium, if any, or interest, upon presentation of the Securities of such series and the notation thereof of the payment if only partially paid and upon surrender thereof if fully paid;

FIRST: To the payment of all amounts due the Trustee under Section 707;

SECOND: To the payment of the amounts then due and unpaid upon the Securities of such series for principal, premium, if any, and interest, in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind, according to the amounts due and payable on such Securities, for principal, premium if any, and interest, respectively, and

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

SECTION 607. Limitation on Suits.

No Holder of any Security of any series shall have any right to institute any proceeding judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless

(1) such Holder has previously given written notice to the Trustee of a continuing Event of Default with respect to Securities of such series;

(2) the Holders of not less than 25% in principal amount of the Outstanding Securities of such series shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as trustee hereunder;

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

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

(5) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of a majority in principal amount of the Outstanding Securities of such series;

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

SECTION 608. Unconditional Right of Holders to Receive Principal, Premium and Interest.

Notwithstanding any other provision in this Indenture, the Holder of any Security shall have the right, which is absolute and unconditional, to receive payment of the principal of, premium, if any, and (subject to Section 307) interest on such Security on the respective Stated Maturities expressed in such Security (or in the case of redemption or repayment, on the Redemption Date or Repayment Date, as the case may be) and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Holder.

SECTION 609. Restoration of Rights and Remedies.

If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or

has been determined adversely to the Trustee or to such Holder, then and in every such case the Company, the Trustee and the Holders shall, subject to any determination in such proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding had been instituted.

SECTION 610. Rights and Remedies Cumulative.

Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen securities in the last paragraph of Section 306, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

SECTION 611. Delay or Omission Not Waiver.

No delay or omission of the Trustee or of any Holder of a Security of any series to exercise any right or remedy accruing upon any Event of Default with respect to the Securities of such series shall impair any such right or remedy or constitute a waiver of any such Event of Default with respect to the Securities of such series or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Holders of the Securities of any series may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders of the Securities of such series, as the case may be.

SECTION 612. Control by Holders.

The Holders of a majority in principal amount of the Outstanding Securities of any series shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee with respect to the Securities of such series, provided that

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

(2) the Trustee, in its good faith determination subject to Sections 701 and 703 hereof, does not find that the obedience by it of such direction shall be unduly prejudicial to the Holders

of the Securities of such series not joining in such direction or expose the Trustee to personal liability, and

provided, further, that the Trustee may take any other action which in its discretion it deems proper and which is not inconsistent with such direction.

SECTION 613. Waiver of Past Defaults.

The Holders of a majority in principal amount of the Outstanding Securities of any series may on behalf of the Holders of all the Securities of such series waive any past default hereunder and its consequences, except a default

(1) in the payment of the principal of, premium, if any, or interest on any Securities of such series, or in the payment of any sinking fund payment or analogous obligation with respect to Securities of such series, or

(2) in respect of a covenant or provision hereof which under Article Ten cannot be modified or amended without the consent of the Holder of each Outstanding Security of such series affected.

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

SECTION 614. Undertaking for Costs.

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

Security (or, in the case of redemption or repayment, on or after the Redemption Date or Repayment Date).

ARTICLE SEVEN
THE TRUSTEE

SECTION 701. Certain Duties and Responsibilities.

(a) Except during the continuance of an Event of Default with respect to any series of Securities,

(1) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture with respect to Securities of such series, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether they conform to the requirements of this Indenture.

(b) In case an Event of Default with respect to any series of Securities has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture with respect to Securities of such series, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that,

(1) this Subsection shall not be construed to limit the effect of Subsection (a) of this Section;

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

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in

accordance with the direction of the Holders of a majority in principal amount or such lesser principal amount as permitted in this Indenture of the Outstanding Securities of any series relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture with respect to Securities of such series.

(d) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if there shall be reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(e) Whether or not herein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee as between the Trustee and the Holders shall be subject to the provisions of this Section.

SECTION 702. Notice of Defaults.

Within 90 days after the occurrence of any default hereunder with respect to Securities of any series known to a Responsible Officer of the Trustee, the Trustee shall transmit by mail to all Holders of Securities of such series, as their names and addresses appear in the Security Register, notice of such default, unless such default shall have been cured or waived; provided, however, that, except in the case of a default in the payment of the principal of, premium, if any, or interest on any Security of such series, or in the payment of any sinking fund payment or analogous obligation with respect to Securities of such series, the Trustee shall be protected in withholding such notice if and so long as the executive committee or a trust committee of directors and/or Responsible Officers of the Trustee in good faith determines that the withholding of such notice is in the interests of the Holders of Securities of such series; and provided, further, that in the case of any default of the character specified in Section 601(4) with respect to Securities of such series, no such notice to Holders of Securities of such series shall be given until at least 60 days, but in any event within 90 days, after the occurrence thereof. For the purpose of this Section, the term "default" with respect to the Securities of any series means any event which is, or after notice or lapse of time or both would become, an Event of Default with respect to Securities of such series.

SECTION 703. Certain Rights of Trustee.

Subject to the provisions of Section 701:

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

(b) any request or direction of the Company mentioned herein shall be sufficiently evidenced by a Company Request or Company Order and any resolution of the Board of Directors may be sufficiently evidenced by a Board Resolution;

(c) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be provided or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officers' Certificate;

(d) the Trustee may consult with counsel and the advice of counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with such advice or Opinion of Counsel;

(e) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(f) the Trustee shall not be bound to make an investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture or other paper or document but the Trustee, in its discretion, may make such further inquiry or investigation into such fact or matters as it may see fit, and, if the Trustee shall determine to make further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Company, personally or by agent or attorney;

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

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

SECTION 704. Not Responsible for Recitals or Issuance of Securities.

The recitals contained herein and in the Securities, except the Trustee's certificate of authentication, shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Securities. The Trustee shall not be accountable for the use or application by the Company of Securities or the proceeds thereof.

SECTION 705. May Hold Securities.

The Trustee, any Paying Agent, the Security Registrar or any other agent of the Company, in its individual or any other capacity, may become the owner or pledgee of Securities and, subject to Sections 708 and 713, may otherwise deal with, or collect obligations owed to it by the Company with the same rights it would have if it were not Trustee, Paying Agent, Security Registrar or such other agent.

SECTION 706. Money Held in Trust.

Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise agreed with the Company.

SECTION 707. Compensation and Reimbursement.

The Company agrees

(1) to pay to the Trustee from time to time reasonable compensation for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(2) except as otherwise expressly provided herein, to reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such

expense, disbursement or advance as may be attributable to its negligence or bad faith; and

(3) to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of this trust or the performance of its duties hereunder, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. As security for the performance of the obligations of the Company under this Section the Trustee shall have a claim prior to the Securities upon all property and funds held or collected by the Trustee as such, except funds held in trust for the payment of principal of, premium, if any, or interest on particular Securities.

SECTION 708. Disqualification; Conflicting Interests.

If the Trustee has or shall acquire a conflicting interest within the meaning of the Trust Indenture Act, the Trustee shall either eliminate such interest or resign, to the extent and in the manner provided by, and subject to the provisions of, the Trust Indenture Act and this Indenture. Nothing herein shall prevent the Trustee from filing with the Commission the application referred to in the last paragraph of Section 310(b) of the Trust Indenture Act.

SECTION 709. Trustee Required; Eligibility.

There shall at all times be a Trustee with respect to each series of Securities hereunder which shall be a corporation organized and doing business under the laws of the United States of America or of any State thereof, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$50,000,000, subject to supervision or examination by Federal or State authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. Neither the Company nor any Person directly or indirectly controlling, controlled by, or under common control with the Company shall serve as Trustee for the Securities of any series issued hereunder. If at any time the Trustee with respect to any series of Securities shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect hereinafter specified in this Article.

(a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under Section 711.

(b) The Trustee may resign at any time with respect to any series of Securities by giving written notice thereof to the Company. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Securities of such series.

(c) The Trustee may be removed at any time with respect to any series of Securities by Act of the Holders of a majority in principal amount of the Outstanding Securities of such series, delivered to the Trustee and to the Company.

(d) If at any time:

(1) the Trustee shall fail to comply with Section 708(a) with respect to any series of Securities after written request therefor by the Company or by any Holder who has been a bona fide Holder of a Security of such series for at least six months, or

(2) the Trustee shall cease to be eligible under Section 709 with respect to any series of Securities and shall fail to resign after written request therefor by the Company or by any such Holder of a Security of such series, or

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

then, in any such case, (i) the Company by a Board Resolution may remove the Trustee with respect to such series, or (ii) subject to Section 614, any Holder who has been a bona fide Holder of a Security of such series for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee with respect to such series.

(e) If the Trustee shall resign, be removed or become incapable of acting with respect to any series of Securities, or if a vacancy shall occur in the office of Trustee with respect to

any series of Securities for any cause, the Company, by a Board Resolution, shall promptly appoint a successor Trustee with respect to such series. If, within one year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee with respect to such series shall be appointed by Act of the Holders of a majority in principal amount of the Outstanding Securities of such series delivered to the Company and the retiring Trustee with respect to such series, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee with respect to such series and supersede the successor Trustee appointed by the Company with respect to such series. If no successor Trustee with respect to such series shall have been so appointed by the Company or the Holders of Securities of such series and accepted appointment in the manner hereinafter provided, any Holder who has been a bona fide Holder of a Security of such series for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to such series.

(f) The Company shall give notice of each resignation and each removal of the Trustee with respect to any series and each appointment of a successor Trustee with respect to any series by written notice of such event by first-class mail, postage prepaid, to the Holders of Securities of such series, as their names and addresses appear in the Security Register. Each notice shall include the name of the successor Trustee with respect to such series and the address of its Corporate Trust Office.

SECTION 711. Acceptance of Appointment by Successor.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Company and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective with respect to all or any series as to which it is resigning as Trustee, and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee with respect to all or any such series; but, on request of the Company or such successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee with respect to all or any such series, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder with respect to all or any such series, subject nevertheless to its prior claim, if any, provided for in Section 707. Upon request of any such successor Trustee, the Company shall execute any and all instruments for more fully and

certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts.

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

No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article to the extent operative.

SECTION 712. Merger, Conversion, Consolidation or Succession to Business.

Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Article to the extent operative, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Securities shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Securities so authenticated with the same effect as if such successor Trustee had itself authenticated such Securities.

SECTION 713. Preferential Collection of Claims against Company.

The Trustee shall comply with Section 311(a) of the Trust Indenture Act, excluding any creditor relationship listed in Section 311(b) of the Trust Indenture Act. A Trustee who has

resigned or been removed shall be subject to Section 311(a) of the Trust Indenture Act to the extent indicated therein.

SECTION 714. Authenticating Agents.

The Trustee may (and at the request of the Company shall) appoint one or more Authenticating Agents with power to act on its behalf and subject to its direction in the authentication and delivery of any series of Securities pursuant to Sections 303, 304, 305, 306, 407 and 1006 as fully to all intents and purposes as though any such Authenticating Agent had been expressly authorized by said Sections to authenticate and deliver such Securities. One such Authenticating Agent shall at all times be organized and doing business under the laws of the United States of America or of any State or Territory thereof or of the District of Columbia authorized under such laws to act as Authenticating Agent, having a combined capital and surplus of at least \$50,000,000 and being subject to supervision or examination by Federal, State, Territorial or District of Columbia authority. If such corporation publishes reports of condition at least annually pursuant to law or the requirements of such authority, then for the purposes of this Section 714 the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Whenever reference is made in this Indenture to the authentication and delivery of Securities of any series by the Trustee or the Trustee's certificate of authentication, such reference shall be deemed to include authentication and delivery on behalf of the Trustee by its Authenticating Agent appointed with respect to the Securities of such series and a certificate of authentication executed on behalf of the Trustee by its Authenticating Agent appointed with respect to the Securities of such series.

Any corporation into which any Authenticating Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, consolidation or conversion to which any Authenticating Agent shall be a party, or any corporation succeeding to the corporate trust business of any Authenticating Agent, shall be the successor of such Authenticating Agent hereunder, if such successor corporation is otherwise eligible under this Section 714, without the execution or filing of any paper or any further act on the part of the parties hereto or such Authenticating Agent or such successor corporation.

Any Authenticating Agent may at any time resign as Authenticating Agent with respect to any series of Securities by giving written notice of resignation to the Trustee and to the

Company. The Trustee may at any time terminate the agency of any Authenticating Agent with respect to any series of Securities by giving written notice of termination to such Authenticating Agent and to the Company. Upon receiving such a notice of resignation or upon such a termination, or in case at any time any Authenticating Agent shall cease to be eligible under this Section 714, the Trustee may, and upon the request of the Company shall, promptly appoint a successor Authenticating Agent eligible under this Section 714, shall give written notice of such appointment to the Company and shall mail notice of such appointment to all Holders of each series of Securities with respect to which such appointment has been made as their names and addresses appear on the Security Register. Any successor Authenticating Agent with respect to any series of Securities upon acceptance of its appointment hereunder shall become vested with all rights, powers, duties and responsibilities of its predecessor hereunder, with like effect as if originally named as Authenticating Agent herein with respect to such series.

The Company agrees to pay to any Authenticating Agent from time to time reasonable compensation for its services. The provisions of Sections 308, 703, 704 and 705 shall be applicable to any Authenticating Agent.

If an appointment is made pursuant to this Section 714 with respect to the Securities of any series, the Securities of such series shall have endorsed thereon in lieu of the Certificate of Authentication, an alternate Certificate of Authentication in the following form:

This is one of the Securities of the series designated herein issued under the within-mentioned Indenture.

CHEMICAL BANK, as Trustee

By: _____
As Authenticating Agent

By: _____
Authorized Signatory

ARTICLE EIGHT
HOLDERS' LISTS AND REPORTS BY TRUSTEE AND COMPANY

SECTION 801. Company to Furnish Trustee
Names and Addresses of Holders.

The Company will furnish or cause to be furnished to the Trustee

(a) semi-annually, not more than 15 days after each Regular Record Date with respect to the Securities of any series, a list, in such form as the Trustee may reasonably require, of the names and addresses of the Holders of Securities of such series as of such Regular Record Date, and

(b) at such other times as the Trustee may request in writing, within 30 days after the receipt by the Company of any such request, a list of similar form and content as of a date not more than 15 days prior to the time such list is furnished;

provided, however, that so long as the Trustee is the Security Registrar with respect to the Securities of any series, no such list described in (a) or (b) need be furnished to the Trustee with respect to the Securities of such series.

SECTION 802. Preservation of Information; Communications to Holders.

(a) The Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of Holders of Securities contained in the most recent list furnished to the Trustee as provided in Section 801 and the names and addresses of Holders of Securities received by the Trustee in its capacity as the Security Registrar. The Trustee may destroy any list furnished to it as provided in Section 801 upon receipt of a new list so furnished.

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

(1) afford such applicants access to the information preserved at the time by the Trustee in accordance with Section 802(a), or

(2) inform such applicants as to the approximate number of Holders of Securities of such series or of all Securities, as the

case may be, whose names and addresses appear in the information preserved at the time by the Trustee in accordance with Section 802(a), and as to the approximate cost of mailing to such Holders the form of proxy or other communication, if any, specified in such application.

If the Trustee shall elect not to afford such applicants access to such information, the Trustee shall, upon the written request of such applicants, mail to each Holder of a Security of such series or all Holders of Securities, as the case may be, whose names and addresses appear in the information preserved at the time by the Trustee in accordance with Section 802(a), a copy of the form of proxy or other communication which is specified in such request, with reasonable promptness after a tender to the Trustee of the material to be mailed and of payment, or provision for the payment, of the reasonable expenses of mailing, unless within five days after such tender, the Trustee shall mail to such applicants and file with the Commission together with a copy of the material to be mailed, a written statement to the effect that, in the opinion of the Trustee, such mailing would be contrary to the best interests of the Holders of Securities of such series or of all Securities, as the case may be, or would be in violation of applicable law. Such written statement shall specify the basis of such opinion. If the Commission, after opportunity for a hearing upon the objections specified in the written statement so filed, shall enter an order refusing to sustain any of such objections or if, after the entry of an order sustaining one or more of such objections, the Commission shall find, after notice and opportunity for hearing, that all the objections so sustained have been met and shall enter an order so declaring, the Trustee shall mail copies of such material to all such Holders with reasonable promptness after the entry of such order and the renewal of such tender; otherwise the Trustee shall be relieved of any obligation or duty to such applicants respecting their application.

(c) Each and every Holder of the Securities, by receiving and holding the same, agrees with the Company and the Trustee that neither the Company nor the Trustee nor any Paying Agent nor the Security Registrar shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the Holders of the Securities in accordance with Section 802(b), regardless of the source from which such information was derived, and that the Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under Section 802(b).

SECTION 803. Reports by Trustee.

(a) Within 60 days after May 15 in each year, beginning in 1995, the Trustee shall transmit to Holders of Securities, as

their names and addresses appear in the Security Register, a brief report in accordance with and to the extent required under the TIA.

(b) A copy of each such report shall, at the time of such transmission to Holders, be filed by the Trustee with each stock exchange upon which any Securities are listed and also with the Commission. The Company will notify the Trustee when any Securities are listed on any stock exchange.

SECTION 804. Reports by Company.

The Company shall file with the Trustee and the Commission, and transmit to Holders, such information, documents and other reports, and such summaries thereof, as may be required pursuant to the Trust Indenture Act at the times and in the manner provided pursuant to such Act; provided that any such information, documents or reports required to be filed with the Commission pursuant to Section 13 or 15(d) of the Securities and Exchange Act of 1934 shall be filed with the Trustee within 15 days after the same is so required to be filed with the Commission.

SECTION 805. Reports by Security Registrar.

If the Company shall appoint a Person other than the Trustee to serve as the Security Registrar, the Security Registrar shall be required to deliver to the Trustee reports in such form as the Trustee may reasonably require. Such reports shall be sent to the Trustee by facsimile within one Business Day after each Interest Payment Date and after the principal of any Security becomes due, upon maturity, by redemption or otherwise (the "Payment Dates"), and a copy of such reports shall also be delivered to the Trustee by overnight courier or shall be hand delivered. Upon three days prior written notice from the Trustee, the Security Registrar may also be required to provide additional reports reasonably requested by the Trustee on dates other than Payment Dates. The reports which the Security Registrar shall be required to provide to the Trustee shall include the following information:

(1) the Outstanding amount of all such Securities issued pursuant to the Indenture as of the Regular Record Date last preceding the date such report is finished, including information as to the Outstanding amount of such Securities;

(2) a complete list of the names and addresses of the Holders of such Outstanding Securities as of the Regular Record Date last preceding the date such report is furnished, including information as to the type and amount of such Securities held by each such Holder and the amount of payments made to each such

Holder on the Payment Date last preceding the date of such report; and

(3) such additional information, documents and reports as the Trustee may reasonably request;

provided, however, that if any payment of principal or interest is not made by 4:00 p.m. Eastern Standard Time on a required Payment Date with respect to any Securities at the time Outstanding, the Paying Agent will be required to provide notice of such nonpayment to the Trustee by telephone by 5:00 p.m. Eastern Standard Time on the date upon which such nonpayment occurs and to deliver to the Trustee on the day following the date upon which such nonpayment occurs the information required pursuant to (1) and (2) above.

ARTICLE NINE
CONSOLIDATION, MERGER, CONVEYANCE OR TRANSFER

SECTION 901. Company May Consolidate, etc., Only on Certain Terms.

The Company shall not consolidate with or merge into any other corporation or convey or transfer its properties and assets substantially as an entirety to any Person, unless:

(1) the corporation formed by such consolidation with or into which the Company is merged or the Person which acquires by conveyance or transfer the properties and assets of the Company substantially as an entirety shall be a corporation organized and existing under the laws of the United States of America or any State thereof or the District of Columbia, and shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Trustee, in form satisfactory to the Trustee, the due and punctual payment of the principal of, premium, if any, and interest on all the Securities and the performance of every covenant of this Indenture on the part of the Company to be performed or observed;

(2) immediately after giving effect to such transaction, no Event of Default and no event which, after notice or lapse of time, or both, would become an Event of Default, shall have happened and be continuing;

(3) if any Principal Property of the Company or any Restricted Subsidiary would as a result of such consolidation, merger, sale or conveyance become subject to any mortgage, pledge, lien, security interest or other encumbrance not permitted by Section 1104, the Company shall make effective provisions whereby the Securities of each series then Outstanding

shall be secured by a lien on the Company or Restricted Subsidiary's Principal Property that becomes subject to such mortgage, pledge, lien, security interest or other encumbrance not permitted by Section 1104 that is equal and ratable in rank to all such resulting mortgages, pledges, liens, security interests or other encumbrances not permitted by Section 1104; and

(4) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel each stating that such consolidation, merger, conveyance or transfer and such supplemental indenture comply with this Article and that all conditions precedent herein provided for relating to such transaction have been complied with.

SECTION 902. Successor Corporation Substituted.

Upon any consolidation or merger, or any conveyance or transfer of the properties and assets of the Company substantially as an entirety in accordance with Section 901, the successor corporation formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made shall succeed to, and be fully substituted for, and may exercise every right and power of, the Company under this Indenture with the same effect as if such successor corporation had been named as the Company herein; and in the event of any such conveyance or transfer, other than a transfer by way of a lease, the Company (which term shall for this purpose mean the Person named as the "Company" in the first paragraph of this Indenture or any successor corporation which shall theretofore become such in the manner prescribed in Section 901) shall be discharged from all liability under this Indenture and in respect of the Securities and may be dissolved and liquidated.

ARTICLE TEN
SUPPLEMENTAL INDENTURES

SECTION 1001. Supplemental Indentures Without Consent of Holders.

Without the consent of any Holders of any Securities, the Company, when authorized by a Board Resolution, and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental hereto for any of the following purposes:

(1) to evidence the succession of another corporation to the Company and the assumption by any such successor of the covenants of the Company herein and in the Securities contained; or

(2) to add to the covenants of the Company, for the benefit of the Holders of Securities of all or any series, or to surrender any right or power herein conferred upon the Company; or

(3) to secure the Securities of all series in accordance with the provisions of Sections 901 and 1104; or

(4) to cure any formal defect, ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Indenture provided such provision shall not adversely affect the interest of the Holders of Securities of any series; or

(5) to evidence and provide for the acceptance of appointment by another corporation as a successor Trustee hereunder with respect to one or more series of Securities and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, pursuant to Section 711; or

(6) to modify, amend or supplement this Indenture in such a manner as to permit the qualification of any indenture supplement hereto under the Trust Indenture Act of 1939 as then in effect, except that nothing herein contained shall permit or authorize the inclusion in any indenture supplemental hereto of the provisions referred to in Section 316(a)(2) of the Trust Indenture Act; or

(7) to add to or change any of the provisions of this Indenture to such extent as shall be necessary to facilitate the issuance of Global Securities; or

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

(9) to establish any additional form of Security, as permitted by Section 202, and to provide for the issuance of any additional series of Securities, as permitted by Section 301, and to set forth the terms thereof.

SECTION 1002. Supplemental Indentures with Consent of Holders.

With the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series

affected by such supplemental indenture (all such Holders voting as a single class), by Act of said Holders delivered to the Company and the Trustee, the Company, when authorized by a Board Resolution, and the Trustee may enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of modifying in any manner the rights of the Holders of Securities of each such series under this Indenture; provided, however,

(1) that no such supplemental indenture shall, without the consent of the Holder of each Outstanding Security affected thereby, change the Maturity or the principal of, or the Stated Maturity of or the premium, if any, on or any installment of interest on, any Security, or reduce the principal amount thereof or any premium thereon or the interest thereon; and

(2) that no such supplemental indenture shall, without the consent of the Holders of all of the Outstanding Securities of each series affected:

(A) reduce the percentage of the principal amount of the Outstanding Securities of any series, the consent of whose Holders is required for any such supplemental indenture, or the consent of whose Holders is required for any waiver (of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences) provided for in this Indenture, or

(B) modify any of the provisions of this Section or Section 613, except to increase any such percentage or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the Holder of each Outstanding Security of such series affected thereby or impair the right of any Holder to institute suit under Section 608.

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

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

SECTION 1003.

Execution of Supplemental Indentures.

In executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and (subject to Section 701) shall be fully protected in relying upon, an Officers' Certificate and Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture. The Trustee may, but shall not be obligated to, enter into any such supplemental indenture which adversely affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

SECTION 1004. Effect of Supplemental Indentures.

Upon the execution of any supplemental indenture under this Article, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes; and every Holder of Securities theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

SECTION 1005. Conformity with Trust Indenture Act.

Every supplemental indenture executed pursuant to this Article shall conform to the requirements of the TIA as in effect on the date of execution of such supplemental indenture.

SECTION 1006. Reference in Securities to Supplemental Indentures.

Securities authenticated and delivered after the execution of any supplemental indenture pursuant to this Article may, and shall if required by the Trustee, bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Company shall so determine, new Securities of any series so modified as to conform, in the opinion of the Trustee and the Board of Directors, to any such supplemental indenture may be prepared and executed by the Company and authenticated and delivered by the Trustee in exchange for Outstanding Securities of such series.

ARTICLE ELEVEN
COVENANTS

SECTION 1101. Payment of Principal, Premium and Interest.

With respect to each series of Securities, the Company will duly and punctually pay the principal of, premium, if any, and interest on the Securities of such series in accordance with the terms of the Securities of such series and this Indenture.

SECTION 1102.

Maintenance of Office or Agency.

The Company will maintain in each Place of Payment for any series of Securities an office or agency where Securities of that series may be presented or surrendered for payment, where Securities of that series may be surrendered for registration of transfer or exchange, where Securities may be surrendered for conversion and where notices and demands to or upon the Company in respect of the Securities of that series and this Indenture may be served. The Company will give prompt written notice to the Trustee of the location, and any change in the location, of any such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee, and the Company hereby appoints the Trustee as its agent to receive all such presentations, surrenders, notices and demands. The Company hereby initially appoints Chemical Bank and its successor from time to time as "Security Registrar" for the purpose of registering Securities and transfers of Securities as provided in Article Three.

The Company may also from time to time designate one or more other offices or agencies where the Securities of one or more series may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided, however, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in each Place of Payment for Securities of any series for such purposes. The Company will give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

SECTION 1103.

Money for Security Payments to be Held in

Trust.

If the Company shall at any time act as its own Paying Agent for any series of Securities, it will, on or before each due date of the principal of, premium, if any, or interest on, any of the Securities of such series, segregate and hold in trust for the benefit of the Holders of Securities of such series a sum sufficient to pay the principal, premium or interest so becoming due until such sums shall be paid to such Holders or otherwise disposed of as herein provided and will promptly notify the Trustee of any failure so to act.

Whenever the Company shall have appointed one or more Paying Agents for any series of Securities, it will, prior to each due

date of the principal of, premium, if any, or interest on, any Securities of such series, deposit with a designated Paying Agent a sum sufficient to pay the principal, premium or interest, so becoming due, such sum to be held in trust for the benefit of the Holders of Securities of such series, and (unless such Paying Agent is the Trustee) the Company will promptly notify the Trustee of any failure so to act.

The Company will cause each Paying Agent other than the Trustee for any series of Securities to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section, that such Paying Agent will:

- (1) hold all sums held by it for the payment of the principal of, premium, if any, or interest on Securities of such series in trust for the benefit of the Holders of Securities of such series until such sums shall be paid to such Holders or otherwise disposed of as herein provided;
- (2) give the Trustee notice of any default by the Company (or any other obligor upon the Securities of such series) in the making of any payment of principal, premium or interest on the Securities of such series; and
- (3) at any time during the continuance of any such default, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Paying Agent.

The Company may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, pay, or by Company Order direct any Paying Agent to pay, to the Trustee all sums held in trust by the Company or such Paying Agent, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by the Company or such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such money.

Any money deposited with the Trustee or any Paying Agent or then held by the Company in trust for the payment of the principal of, premium, if any, or interest on any Security of any series and remaining unclaimed for two years after such principal, premium or interest has become due and payable shall be paid to the Company on Company Request, or (if then held by the Company) shall be discharged from such trust; and the Holder of such Security shall thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease; provided, however, that the

or consolidated with the Company or a Restricted Subsidiary or at the time of a sale, lease or other disposition of the properties of a corporation or firm as an entirety or substantially as an entirety to the Company or a Restricted Subsidiary; provided, however, that no such lien shall extend to any other Principal Property of the Company or such Restricted Subsidiary prior to such acquisition or to other Principal Property thereafter acquired other than (a) additions to such acquired property or (b) other Principal Property which, together with such acquired property, is part of a single construction or development program;

(2) liens on property of the Company or a Restricted Subsidiary in favor of the United States of America or any State thereof, or any department, agency or instrumentality or political subdivision of the United States of America or any State thereof, or in favor of any other country, or any department, agency or instrumentality or political subdivision thereof (including, without limitation, liens to secured indebtedness of the pollution control or industrial revenue bond type), in order to permit the Company or a Restricted Subsidiary to perform any contract or subcontract made by it with or at the request of any of the foregoing, or to secure partial, progress, advance or other payments pursuant to any contract or statute or to secure any indebtedness incurred for the purpose of financing all or any part of the purchase price or the cost of constructing or improving the property subject to such liens;

(3) any lien on any property or assets of any Restricted Subsidiary to secured indebtedness owing by it to the Company or to a Restricted Subsidiary;

(4) any extension, renewal or replacement (or successive extensions, renewals or replacements) in whole or in part of any lien permitted by subsection (a) of this Section 1104; provided, however, that the principal amount of Secured Debt secured thereby shall not exceed the principal amount of Secured Debt so secured at the time of such extension, renewal or replacement, and that such extension, renewal or replacement shall be limited to the property which secured the lien so extended, renewed or replaced and additions or improvements to such property;

(5) the sale or other transfer of crude oil, natural gas or other petroleum hydrocarbons in place for a period of time until, or in an amount such that, the transferee will realize therefrom a specified amount (however determined) of money or such crude oil, natural gas or other petroleum hydrocarbons, or the sale or other transfer of any other interest in property of the character commonly referred to as a production payment or as an overriding royalty.

(b) Notwithstanding the provisions of subsection (a) of this Section 1104, the Company and any one or more Restricted Subsidiaries may issue, assume or guarantee Secured Debt which would otherwise be subject to the foregoing restrictions in an aggregate amount which, together with all other Secured Debt of the Company and its Restricted Subsidiaries which would otherwise be subject to the foregoing restrictions (not including Secured Debt permitted to be secured under subsection (a) above) and the aggregate value of the Sale and Leaseback Transactions (as defined in Section 1105) in existence at such time (not including Sale and Leaseback Transactions the proceeds of which have been or will be applied in accordance with Section 1105(b)), does not exceed 10% of Consolidated Net Tangible Assets, determined as of a date not more than 90 days prior thereto.

(c) In the event that the Company shall hereafter secure the Securities of each series equally and ratably with any other obligation or indebtedness pursuant to the provisions of this Section 1104, the Trustee is hereby authorized to enter into an indenture or agreement supplemental hereto and to take such action, if any, as it may deem advisable to enable it to enforce effectively the rights of the Holders of the Securities so secured, equally and ratably with such other obligation or indebtedness.

SECTION 1105. Sale and Leaseback Transactions.

So long as the Securities shall remain Outstanding, the Company will not, and will not permit any Restricted Subsidiary to, sell or transfer (except to the Company or one or more Restricted Subsidiaries, or both) any Principal Property owned by it and in full operation for more than 365 days with the intention of taking back a lease on such Property (except a lease for a term of no more than three years entered into with the intent that the use by the Company or such Restricted Subsidiary of such property will be discontinued on or before the expiration of such term) (herein referred to as a "Sale and Leaseback Transaction") unless either (a) the Company or such Restricted Subsidiary would be entitled, pursuant to the provisions of Section 1104 hereof, to incur Secured Debt equal in amount to the amount realized or to be realized upon such sale or transfer secured by a lien on the property to be leased without equally and ratably securing the Securities, or (b) the Company or a Restricted Subsidiary shall apply an amount equal to the value of the property so leased to the retirement (other than any mandatory retirement), within 120 days of the effective date of any such arrangement, of Funded Debt as shown on the most recent consolidated balance sheet of the Company and which, in the case of such Funded Debt of the Company, is not subordinate and junior in right of payment to the prior payment of the Securities; provided, however, that in lieu of applying all or any part of such amount to such retirement,

the Company may at its option (x) deliver to the Trustee Securities theretofore purchased or otherwise acquired by the Company, or (y) receive credit for Securities theretofore redeemed at its option pursuant to Section 401 hereof, which Securities have not theretofore been made the basis for the reduction of a sinking fund payment pursuant to Section 408. If the Company shall so deliver Securities to the Trustee (or receive credit for Securities so delivered), the amount which the Company shall be required to apply to the retirement of indebtedness pursuant to this Section 1105 shall be reduced by an amount equal to the aggregate principal amount of such Securities.

The term "value" shall mean, with respect to a Sale and Leaseback Transaction, as of any particular time, the amount equal to the greater of (i) the Capitalized Rent with respect thereto or (ii) the fair value of such property at the time of entering into such Sale and Leaseback Transaction as determined by the Board of Directors.

SECTION 1106. Annual Statement.

The Company will deliver to the Trustee, within 120 days after the end of each fiscal year of the Company, a certificate of the principal accounting officer, principal financial officer or principal executive officer of the Company stating that to the best of the signer's knowledge, the Company has fulfilled all its obligations under this Indenture throughout such year, or, if there has been a default in the fulfillment of any such obligation and such default is continuing, specifying each such default of which such officer has knowledge, and the nature and status thereof. For purposes of this Section 1106, default shall be determined without regard to any grace period or requirement of notice provided pursuant to the terms of this Indenture.

SECTION 1107. Waiver of Certain Covenants.

The Company may omit, in respect of any series of Securities, in any particular instance to comply with any covenant or condition set forth in Section 1104 and Section 1105, inclusive, if before or after the time for such compliance the Holders of at least a majority in principal amount of the Securities of such series at the time Outstanding, shall, by Act of such Holders, either waive such compliance in such instance or generally waive compliance with such covenant or condition, but no such waiver shall extend to or affect such covenant or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Company shall remain in full force and effect.

ARTICLE TWELVE

SECTION 1201. Purposes of Meetings.

A meeting of Holders of Securities of all or any series may be called at any time and from time to time pursuant to the provisions of this Article for any of the following purposes:

(1) to give any notice to the Company or to the Trustee, or to give any directions to the Trustee, or to waive any default hereunder and its consequences, or to take any other action authorized to be taken by the Holders of Securities pursuant to any of the provisions of Article Six;

(2) to remove the Trustee and appoint a successor Trustee pursuant to the provisions of Article Seven;

(3) to consent to the execution of an indenture or indentures supplemental hereto pursuant to the provisions of Section 1002; or

(4) to take any other action authorized to be taken by or on behalf of the Holders of any specified percentage in aggregate principal amount of the Securities of all or any series, as the case may be, under any other provision of this Indenture or under applicable law.

SECTION 1202. Call of Meetings by Trustee.

The Trustee may at any time call a meeting of Holders of Securities of all or any series to take any action specified in Section 1201, to be held at such time and at such place in The City of New York, the Borough of Manhattan, as the Trustee shall determine. Notice of every meeting of the Holders of Securities of all or any series, setting forth the time and place of such meeting and in general terms the action proposed to be taken at such meeting, shall be mailed, first-class postage prepaid, to all Holders of Securities of each series that may be affected by the action proposed to be taken at such meeting at their addresses as they shall appear in the Security Register, no less than 20 nor more than 60 days prior to the date fixed for the meeting. Any meeting of Holders of Securities of all or any series shall be valid without notice if the Holders of all such Securities Outstanding, the Company and the Trustee are present in person or by proxy or shall have waived notice thereof before or after the meeting.

SECTION 1203. Call of Meetings by Company or Holders.

In case at any time the Company, by Board Resolution, or the Holders of at least 10% in aggregate principal amount of the

Securities then Outstanding of each series that may be affected by the action proposed to be taken at the meeting shall have requested the Trustee to call a meeting of Holders of Securities of all series that may be so affected to take any action authorized in Section 1201 by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have mailed the notice of such meeting within the time period specified under Section 1202, then the Company or the Holders in the amount above specified may determine the time and the place in The City of New York, the Borough of Manhattan, for such meeting and may call such meeting by mailing notice thereof as provided in Section 1202.

SECTION 1204. Qualifications for Voting.

To be entitled to vote at any meeting of Holders of Securities a Person shall (a) be a Holder of one or more Securities of a series affected by the action proposed to be taken, or (b) be a Person appointed by an instrument in writing as proxy by the Holder of one or more such Securities. The right of Holders of Securities to have their votes counted shall be subject to the proviso in the definition of "Outstanding" in Section 101. The only Persons who shall be entitled to be present or to speak at any meeting of Holders of Securities shall be the Persons entitled to vote at such meeting and their counsel, any representatives of the Trustee and its counsel and any representatives of the Company and its counsel.

SECTION 1205. Quorum; Adjourned Meetings.

At any meeting of Holders of Securities, the presence of Persons holding or representing Securities in an aggregate principal amount sufficient to take action on the business for the transaction of which such meeting was called shall be necessary to constitute a quorum. No business shall be transacted in the absence of a quorum unless a quorum is represented when the meeting is called to order. In the absence of a quorum within 30 minutes of the time appointed for any such meeting, the meeting shall, if convened at the request of the Holders of Securities (as provided in Section 1203), be dissolved. In any other case the Persons holding or representing a majority in aggregate principal amount of the Securities represented at the meeting may adjourn such a meeting for a period of not less than 10 days with the same effect, for all intents and purposes, as through a quorum had been present. In the absence of a quorum at any such adjourned meeting, such adjourned meeting may be similarly further adjourned for a period of not less than 10 days. Notice of the reconvening of any adjourned meeting shall be given as provided in Section 1202 except that such notice may be mailed not less than five days prior to such date.

Any Holder of a Security who has executed an instrument in writing complying with the provisions of Section 104 shall be deemed to be present for the purposes of determining a quorum and be deemed to have voted; provided, however, that such Holder shall be considered as present or voting only with respect to the matters covered by such instrument in writing.

Any resolution passed or decision taken at any meeting of the Holders of Securities of any series duly held in accordance with this Section shall be binding on all Holders of such series of Securities whether or not present or represented at the meeting.

SECTION 1206. Regulations.

Notwithstanding any other provisions of this Indenture, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of Holders of Securities, in regard to proof of the holding of Securities and of the appointment of proxies, and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall think fit.

The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Company or by Holders of Securities as provided in Section 1203, in which case the Company or the Holders of Securities calling the meeting, as the case may be, shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by vote of the Holders of a majority in principal amount of the Securities represented at the meeting.

At any meeting each Holder of a Security of a series entitled to vote at such meeting, or proxy therefor, shall be entitled to one vote for each \$1,000 principal amount of Securities of such series held or represented by him; provided, however, that no vote shall be cast or counted at any meeting in respect of any Security challenged as not Outstanding and ruled by the chairman of the meeting to be not Outstanding. The chairman of the meeting shall have no right to vote except as a Holder of Securities of such series or proxy therefor. Any meeting of Holders of Securities duly called pursuant to the provisions of Sections 1202 or 1203 at which a quorum is present may be adjourned from time to time, and the meeting may be held as so adjourned without further notice.

SECTION 1207. Voting Procedure.

The vote upon any resolution submitted to any meeting of Holders of Securities shall be by written ballot on which shall be subscribed the signatures of the Holders of Securities entitled to vote at such meeting, or proxies therefor, and on which shall be inscribed an identifying number or numbers or to which shall be attached a list of identifying numbers of the Securities so held or represented by them. The permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes cast at the meeting. A record in duplicate of the proceedings of each meeting of Holders of Securities shall be prepared by the secretary of the meeting and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more Persons having knowledge of the facts setting forth a copy of the notice of the meeting and showing that said notice was mailed as provided in Section 1202 and, if applicable, Section 1205. The record shall be signed and verified by the permanent chairman and secretary of the meeting and one of the duplicates shall be delivered to the Company and the other to the Trustee to be preserved by the Trustee, the latter to have attached thereto the ballots voted at the meeting.

Any record so signed and verified shall be conclusive evidence of the matters therein stated.

SECTION 1208. Written Consent in Lieu of Meetings.

The written authorization or consent by the Holders of the requisite percentage in aggregate principal amount of Securities of one or more series herein provided, entitled to vote at any such meeting, evidenced as provided in Section 104 and filed with the Trustee, shall be effective in lieu of a meeting of the Holders of Securities of such series, with respect to any matter provided for in this Article Twelve.

SECTION 1209. No Delay of Rights by Meeting.

Nothing in this Article contained shall be deemed or construed to authorize or permit, by reason of any call of a meeting of Holders of Securities of any or all series or any rights expressly or impliedly conferred hereunder to make such call, any hindrance or delay in the exercise of any right or rights conferred upon or reserved to the Trustee or the Holders of Securities of any or all such series under any provisions of this Indenture or the Securities.

ARTICLE THIRTEEN

SECTION 1301. Company's Option to Effect Defeasance or Covenant Defeasance.

The Company may elect, at its option by Board Resolution at any time, to have either Section 1302 or Section 1303 applied to the Outstanding Securities of any series designated pursuant to Section 301 as being defeasible pursuant to this Article Thirteen (hereinafter called "Defeasible Series"), upon compliance with the conditions set forth below in this Article Thirteen.

SECTION 1302. Defeasance and Discharge.

Upon the Company's exercise of the option provided in Section 1301 to have this Section 1302 applied to the Outstanding Securities of any Defeasible Series, the Company shall be deemed to have been discharged from its obligations with respect to the Outstanding Securities of such series as provided in this Section on and after the date the conditions set forth in Section 1304 are satisfied (hereinafter called "Defeasance"). For this purpose, such Defeasance means that the Company shall be deemed to have paid and discharged the entire indebtedness represented by the Outstanding Securities of such series and to have satisfied all of its other obligations under the Securities of such series and this Indenture insofar as the Securities of such series are concerned (and the Trustee, at the expense of the Company, shall execute proper instruments acknowledging the same), subject to the following which shall survive until otherwise terminated or discharged hereunder: (1) the rights of Holders of Securities of such series to receive, solely from the trust fund described in Section 1304 and as more fully set forth in such Section, payments in respect of the principal of and any premium and interest on such Securities of such series when payments are due, (2) the Company's obligations with respect to the Securities of such series under Section 304, 305, 306, 1102 and 1103, (3) the rights, powers, trusts, duties and immunities of the Trustee hereunder, including, without limitation, Section 707, and (4) this Article Thirteen. Subject to compliance with this Article Thirteen, the Company may exercise its option provided in Section 1301 to have this Section 1302 applied to the Outstanding Securities of any Defeasible Series notwithstanding the prior exercise of its option provided in Section 1301 to have Section 1303 applied to the Outstanding Securities of such series.

SECTION 1303. Covenant Defeasance.

Upon the Company's exercise of the option provided in Section 1301 to have this Section 1303 applied to the Outstanding

Securities of any Defeasible Series: (i) the Company shall be released from its obligations under Sections 1104 and 1105, and (ii) the occurrence of any event specified in Sections 601(4) (with respect to Sections 1104 and 1105), 601(5) and 601(8) shall be deemed not to be or result in an Event of Default, in each case with respect to the Outstanding Securities of such series as provided in this Section on and after the date the conditions set forth in Section 1304 are satisfied (hereinafter called "Covenant Defeasance"). For this purpose, such Covenant Defeasance means that the Company may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such specified Section (to the extent so specified in the case of Section 601(4)), whether directly or indirectly by reason of any reference elsewhere herein to any such Section or by reason of any reference in any such Section to any other provision herein or in any other document, but the remainder of this Indenture and the Securities of such series shall be unaffected thereby.

SECTION 1304. Conditions to Defeasance of Covenant Defeasance.

The following shall be the conditions to application of either Section 1302 or Section 1303 to the Outstanding Securities of any Defeasible Series:

(1) The Company shall irrevocably have deposited or caused to be deposited with the Trustee (or another trustee that satisfies the requirements contemplated by Section 709 and agrees to comply with the provisions of this Article Thirteen applicable to it) as trust funds in trust for the purpose of making the following payments, specifically pledged as security for, and dedicated solely to, the benefit of the Holders of Outstanding Securities of such series, (A) money in an amount, or (B) U.S. Government Obligations that through the scheduled payment of principal and interest in respect thereof in accordance with their terms will provide, not later than one day before the due date of any payment, money in an amount, or (C) a combination thereof, in each case sufficient, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge, and which shall be applied by the Trustee (or any such other qualifying trustee) to pay and discharge each installment of principal (including mandatory sinking fund payments) of, and premium (not relating to optional redemption), if any, and interest on, the Outstanding Securities of such series on the dates such installments of principal of, and premium (not relating to optional redemption), if any, or interest are due.

(2) In the case of an election under Section 1302, the Company shall have delivered to the Trustee an Opinion of Counsel

stating that (A) the Company has received from, or there has been published by, the Internal Revenue Service a ruling or (B) since the date first set forth hereinabove, there has been a change in the applicable Federal income tax law, in either case (A) or (B) to the effect that, and based thereon such opinion shall confirm that, the Holders of the Outstanding Securities of such series will not recognize gain or loss for Federal income tax purposes as a result of the deposit, Defeasance and discharge to be effected with respect to the Securities of such series and will be subject to Federal income tax on the same amount, in the same manner and at the same times as would be the case if such deposit, Defeasance and discharge were not to occur.

(3) In the case of an election under Section 1303, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that the Holders of the Outstanding Securities of such series will not recognize gain or loss for Federal income tax purposes as a result of the deposit and Covenant Defeasance to be effected with respect to the Securities of such series and will be subject to Federal income tax on the same amount, in the same manner and at the same times as would be the case if such deposit and Covenant Defeasance were not to occur.

(4) The Company shall have delivered to the Trustee an Officers' Certificate to the effect that the Securities of such series, if then listed on any securities exchange will not be delisted as a result of such deposit.

(5) No Event of Default or event that (after notice or lapse of time or both) would become an Event of Default shall have occurred and be continuing at the time of such deposit or, with regard to any Event of Default or any such event specified in Sections 601(6) and (7), at any time on or prior to the 90th day after the date of such deposit (it being understood that this condition shall not be deemed satisfied until after such 90th day).

(6) Such Defeasance or Covenant Defeasance shall not cause the Trustee to have a conflicting interest within the meaning of the Trust Indenture Act (assuming all Securities are in default within the meaning of the such Act).

(7) Such Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under, any other agreement or instrument to which the Company is a party or by which it is bound.

(8) The Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent with respect to such Defeasance or Covenant Defeasance have been complied with.

(9) Such Defeasance or Covenant Defeasance shall not result in the trust arising from such deposit constituting an investment company within the meaning of the Investment Company Act of 1940, as amended, unless such trust shall be qualified under such Act or exempt from regulation thereunder.

(10) Such deposit pursuant to such Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under, this Indenture or any other agreement or instrument to which the Company is a party or by which it is bound.

SECTION 1305. Deposited Money and U.S. Government Obligations to be Held in Trust; Other Miscellaneous Provisions.

Subject to the provisions of the next to the last paragraph of Section 1103, all money and U.S. Government Obligations (including the proceeds thereof) deposited with the Trustee or other qualifying trustee (solely for purposes of this Section and Section 1306, the Trustee and any such other trustee are referred to collectively as the "Trustee") pursuant to Section 1304 in respect of the Securities of any Defeasible Series shall be held in trust and applied by the Trustee, in accordance with the provisions of the Securities of such series and this Indenture, to the payment, either directly or through any such Paying Agent (including the Company acting as its own Paying Agent) as the Trustee may determine, to the Holders of Securities of such series, of all sums due and to become due thereon in respect of principal and any premium and interest, but money so held in trust need not be segregated from other funds except to the extent required by law.

The Company shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the U.S. Government Obligations deposited pursuant to Section 1304 or the principal and interest received in respect thereof other than any such tax, fee or other charge that by law is for the account of the Holders of Outstanding Securities.

Anything in this Article Thirteen to the contrary notwithstanding, the Trustee shall deliver or pay to the Company from time to time upon Company Request any money or U.S. Government Obligations held by it as provided in Section 1304 with respect to Securities of any Defeasible Series that, in the opinion of a nationally recognized firm of independent public accountants expressed in written certification thereof delivered to the Trustee, are in excess of the amount hereof that would then be required to be deposited to effect as equivalent Defeasance or Covenant Defeasance with respect to the Securities

of such series.

SECTION 1306.

Reinstatement.

If the Trustee of the Paying Agent is unable to apply any money in accordance with this Article Thirteen with respect to the Securities of any series by reason of any order or judgement of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Company's obligations under this Indenture and the Securities of such series shall be revived and reinstated as though no deposit had occurred pursuant to this Article Thirteen with respect to Securities of such series until such time as the Trustee or Paying Agent is permitted to apply all money held intrust pursuant to Section 1305 with respect to Securities of such series in accordance with this Article Thirteen; provided, however, that if the Company makes any payment of principal of or any premium or interest on any Security of such series following the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of Securities of such series to receive such payment from the money so held in trust.

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

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

CBI INDUSTRIES, INC.

Corporate Seal

By: _____
[Authorized Officer]

Attest:

By: _____
Its: _____

CHEMICAL BANK, as Trustee

Corporate Seal

By: _____

Attest:

By: _____

Its: _____

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this _____ day of March, 1994 before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ of CBI INDUSTRIES, INC., one of the corporations described in and which executed the instrument; that one of the seals affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said corporation.

[NOTARIAL SEAL]

Notary Public
My Commission Expires _____

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this _____ day of _____, 1994 before me, _____, a Notary Public in and for said State, residing therein, duly commissioned and sworn, personally appeared _____, known to me to be a _____, and _____, known to me to be a _____ of CHEMICAL BANK, a New York corporation described in and that executed the within instrument and also known to me to be the persons who executed the within instrument on behalf of said corporation therein

corporation described in and that executed the within instrument and also known to me to be the persons who executed the within instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its By-Laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto sent my hand and affixed my official seal the day and year in this certificate first above written.

[NOTARIAL SEAL]

Notary Public, State of New York

No. _____

Qualified in New York County

Commission Expires _____

EXHIBIT (5)

[CBI Letterhead]

March 18, 1994

Board of Directors
CBI Industries, Inc.
800 Jorie Boulevard
Oak Brook, Illinois 60521-2268

Re: CBI Industries, Inc.
Registration Statement on Form S-3

Ladies and Gentlemen:

I am General Counsel of CBI Industries, Inc., a Delaware corporation ("CBI"), and have acted as such in connection with the preparation of a Registration Statement on Form S-3 filed by CBI with the Securities and Exchange Commission (the "Commission") on March 18, 1994 (such registration statement being hereinafter referred to as the "Registration Statement"). The Registration Statement relates to the registration under the Securities Act of 1933, as amended (the "1933 Act"), of (i) debt securities of CBI, consisting of debentures, notes and/or other unsecured evidences of indebtedness in one or more series (collectively, the "Debt Securities"), (ii) common stock, par value \$2.50 per share, of CBI (the "Common Stock"; references herein to the "Common Stock" include any preferred stock purchase rights associated with such Common Stock), and (iii) preferred stock, par value \$1.00 per share, of CBI in one or more series (the "Preferred Stock"). The Debt Securities, the Common Stock and the Preferred Stock are collectively referred to herein as the "Securities".

The Securities are being registered for offering and sale on a delayed or continuous basis pursuant to Rule 415 promulgated under the 1933 Act. The aggregate offering price of the Securities will not exceed \$300,000,000. The Debt Securities are to be issued under an Indenture (the "Indenture"), dated as of March 1, 1994, between CBI, as issuer, and Chemical Bank, as trustee.

In connection with this opinion, I have examined originals

or copies, certified or otherwise identified to my satisfaction, of such documents as I have deemed necessary or appropriate as a basis for the opinions set forth herein, including (i) the Registration Statement, together with the prospectus forming a part thereof (the "Prospectus"), (ii) the Indenture, included as Exhibit 4(a) to the Registration Statement, (iii) the Certificate of Incorporation and By-Laws of CBI, each as amended to date, and (iv) copies of certain resolutions adopted by the Board of Directors of CBI, relating to the issuance of the Securities, the filing of the Registration Statement and any amendments or supplements thereto and related matters.

In my examination, I have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as certified, conformed or photostatic copies and the authenticity of the originals of such latter documents. In making my examination of documents executed by parties other than CBI, I have assumed that such parties had the power, corporate or other, to enter into and perform all obligations thereunder and have also assumed the due authorization by all requisite action, corporate or other, and execution and delivery by such parties of such documents and the validity and binding effect thereof.

In rendering the opinions expressed below, I express no opinion as to the applicability or effect of any fraudulent transfer or similar law on the Indenture or any transactions contemplated thereby. I am admitted to the practice of law in the State of Illinois, and I express no opinion as to the laws of any other jurisdiction, other than the General Corporation Law of the State of Delaware and the Federal laws of the United States of America. The Securities may be issued from time to time on a delayed or continuous basis, and this opinion is limited to the laws as in effect on the date hereof.

Based upon and subject to the foregoing, I am of the opinion that:

1. With respect to shares of the Common Stock, when (i) the Registration Statement, as finally amended (including all necessary post-effective amendments), becomes effective; (ii) an appropriate supplement to the Prospectus with respect to such shares has been prepared, delivered and filed in compliance with the 1933 Act and the applicable rules and regulations thereunder; (iii) the directors and appropriate officers of CBI have taken all necessary corporate action to approve the issuance of such shares and related matters; and (iv) certificates representing such shares are duly executed, countersigned, registered and delivered upon payment of the agreed-upon consideration therefor, then such shares will be duly authorized, validly issued, fully

paid and nonassessable.

2. With respect to shares of the Preferred Stock, when (i) the Registration Statement, as finally amended (including all necessary post-effective amendments), becomes effective, (ii) an appropriate supplement to the Prospectus with respect to such shares has been prepared, delivered and filed in compliance with the 1933 Act and the applicable rules and regulations thereunder, (iii) the directors and appropriate officers of CBI have taken all necessary corporate action to approve the issuance and terms of such shares and related matters, including the adoption of a Certificate of Designations relating to such Preferred Stock (the "Certificate") and the filing of the Certificate with the Secretary of State of the State of Delaware, and (iv) certificates representing such shares are duly executed, countersigned, registered and delivered upon payment of the agreed-upon consideration therefor, then (a) such shares will be duly authorized, validly issued, fully paid and nonassessable, and (b) if applicable, the Common Stock issuable upon conversion of such Preferred Stock will be duly authorized, validly issued, fully paid and non-assessable, assuming the execution, authentication, issuance and delivery of such Preferred Stock and the conversion of such Preferred Stock in accordance with the terms of the Certificate.

3. With respect to Debt Securities, when (i) the Registration Statement, as finally amended (including all necessary post-effective amendments), becomes effective, (ii) an appropriate supplement to the Prospectus with respect to such Debt Securities has been prepared, delivered and filed in compliance with the 1933 Act and the applicable rules and regulations thereunder, (iii) the directors and appropriate officers of CBI have taken all necessary corporate action to approve the issuance and terms of such Debt Securities, the Conversion Securities (as defined below, if any) and related matters, (iv) the Indenture pursuant to which such Debt Securities are to be issued shall have been qualified under the Trust Indenture Act of 1939, as amended, and duly executed and delivered by CBI to the trustee under such Indenture, and (v) such Debt Securities have been duly executed and authenticated in accordance with the provisions of the Indenture and duly delivered to the purchasers thereof upon payment of the agreed-upon consideration therefor, then (1) such Debt Securities, when issued and sold in accordance with the Indenture, will be valid and binding obligations of CBI, enforceable against CBI in accordance with their terms, except as such enforceability may be subject to or limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally, (b) general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law), (c) public

policy considerations which may limit the rights of parties to obtain certain remedies, (d) requirements that a claim with respect to any securities denominated other than in United States dollars (or a judgment denominated other than in United States dollars in respect of such claim) be converted into United States dollars at a rate of exchange prevailing on a date determined pursuant to applicable law, and (e) governmental authority to limit, delay or prohibit the making of payments outside the United States or in foreign currency or composite currency, (2) the Common Stock or other securities of CBI (the "Conversion Securities"), if any, issuable upon conversion of such Debt Securities will be validly issued, fully paid and nonassessable, assuming the execution, authentication, issuance and delivery of such Debt Securities and the conversion of such Debt Securities in accordance with the terms of the Indenture relating thereto and (3) the Common Stock or other securities of CBI, if any, issuable upon conversion of such Conversion Securities will be validly issued, fully paid and nonassessable, assuming the execution, authentication, issuance and delivery of such Conversion Securities and the conversion of such Conversion Securities in accordance with the terms of the Certificate (or other evidence of terms) relating thereto.

I hereby consent to the filing of this opinion with the Commission as Exhibit 5 to the Registration Statement. I also consent to the reference to me under the heading "Validity of Securities" in the Registration Statement. In giving this consent, I do not thereby admit that I am in the category of persons whose consent is required under Section 7 of the 1933 Act or the rules and regulations of the Commission.

Very truly yours,

/S/ Charles O. Ziemer
Charles O. Ziemer, General Counsel

Ratio of Earnings to Fixed Charges and Preferred Stock Dividends
(Dollars in Thousands)

<TABLE>

<CAPTION>

	Years Ended December 31,				
	1993	1992	1991	1990	1989
<S>					
Earnings:					
Income/(Loss) before Income Taxes	<C> \$ (2,235)	<C> \$145,500	<C> \$136,965	<C> \$122,849	<C> \$ 87,036
Plus: Fixed Charges and Preferred Stock Dividends (Below) 64,717		55,473	49,268	53,842	64,619
Less: Capitalized Interest (2,750)	(5,935)	(6,117)	(725)	(709)	
Less: ESOP Debt Service Not Included in Pre-Tax Income/(Loss) (8,057)	(8,744)	(8,647)	(8,383)	(8,175)	
Less: Equity Earnings from Unconsolidated Affiliates (11,477)		(1,480)	(6,665)	(7,259)	(7,942)
Plus: Dividends Received from Unconsolidated Affiliates 11,380		4,624	8,052	10,393	26,381
Total Defined Earnings	\$41,703	\$181,391	\$184,833	\$197,023	\$140,849
Fixed Charges and Preferred Stock Dividends:					
Interest Expense	\$28,380	\$ 20,780	\$ 30,568	\$ 40,856	\$ 40,185
Preferred Stock Dividends *	8,448	8,638	8,718	8,843	8,948
Less: Preferred Stock Dividends Used to Meet ESOP Debt Service Requirements *	(8,448)	(8,638)	(8,718)	(8,843)	(8,948)
Plus: Capitalized Interest	5,935	6,117	725	709	2,750
Plus: ESOP Interest	8,896	9,621	10,081	10,467	10,538
Plus: Interest within Rental Expense	12,262	12,750	12,468	12,587	11,244
Total Defined Fixed Charges and Preferred Dividends 64,717		\$55,473	\$ 49,268	\$ 53,842	\$ 64,619
Ratio of Earnings to Fixed Charges and Preferred Stock Dividends 2.18 to 1	.75 to 1	3.68 to 1	3.43 to 1	3.05 to 1	

* Dividends on the Series C preferred shares, which are held by the ESOP Trust, are used to meet ESOP debt service requirements.

/TABLE

Ratio of Earnings to Fixed Charges
(Dollars in Thousands)

<TABLE>

<CAPTION>

	Years Ended December 31,				
	1993	1992	1991	1990	1989
<S>					
Earnings:					
Income/(Loss) before Income Taxes	<C> \$ (2,235)	<C> \$145,500	<C> \$136,965	<C> \$122,849	<C> \$ 87,036
Plus: Fixed Charges (Below)		55,473	49,268	53,842	64,619
Less: Capitalized Interest	(5,935)	(6,117)	(725)	(709)	

(2,750)					
Less: ESOP Debt Service Not Included in Pre-Tax Income/(Loss) (8,057)	(8,744)	(8,647)	(8,383)	(8,175)	
Less: Equity Earnings from Unconsolidated Affiliates (11,477)	(1,480)	(6,665)	(7,259)	(7,942)	
Plus: Dividends Received from Unconsolidated Affiliates 11,380	4,624	8,052	10,393	26,381	
Total Defined Earnings	\$41,703	\$181,391	\$184,833	\$197,023	\$140,849
Fixed Charges:					
Interest Expense	\$28,380	\$ 20,780	\$ 30,568	\$ 40,856	\$ 40,185
Plus: Capitalized Interest	5,935	6,117	725	709	2,750
Plus: ESOP Interest	8,896	9,621	10,081	10,467	10,538
Plus: Interest within Rental Expense	12,262	12,750	12,468	12,587	11,244
Total Defined Fixed Charges	\$55,473	\$ 49,268	\$ 53,842	\$ 64,619	\$ 64,717
Ratio of Earnings to Fixed Charges 2.18 to 1	.75 to 1	3.68 to 1	3.43 to 1	3.05 to 1	

/TABLE

EXHIBIT (23) (a)

CONSENT OF ARTHUR ANDERSEN & CO.

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement of our reports dated February 17, 1994 included and incorporated by reference in CBI Industries, Inc.'s Form 10-K for the year ended December 31, 1993 and to all references to our Firm included in this registration statement.

/S/ ARTHUR ANDERSEN & CO.
ARTHUR ANDERSEN & CO.

Chicago, Illinois,
March 18, 1994

SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF
A CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF
A TRUSTEE PURSUANT TO SECTION 305(b) (2) _____

CHEMICAL BANK
(Exact name of trustee as specified in its charter)

New York 13-4994650
(State of incorporation (I.R.S. employer
if not a national bank) identification No.)

270 Park Avenue 10017
New York, New York (Zip Code)
(Address of principal executive offices)

William H. McDavid
General Counsel
270 Park Avenue
New York, New York 10017
Tel: (212) 270-2611
(Name, address and telephone number of agent for service)

CBI Industries, Inc.
(Exact name of obligor as specified in its charter)

Delaware 36-3009343
(State or other (I.R.S. employer
jurisdiction of identification No.)
incorporation or organization)

800 Jorie Boulevard 60521-2268
Oak Brook, Illinois (Zip Code)
(Address of principal executive offices)

Debt Securities
(Title of the indenture securities)

GENERAL

Item 1. General Information.

Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising
authority to which it is subject.

New York State Banking Department, State House, Albany, New
York 12110.

Board of Governors of the Federal Reserve System, Washington,
D.C., 20551 and Federal Reserve Bank of New York, District No. 2,
33 Liberty Street, New York, N.Y.

Federal Deposit Insurance Corporation, Washington, D.C.,
20429.

(b) Whether it is authorized to exercise corporate trust
powers.

Yes.

Item 2. Affiliations with the Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

Item 16. List of Exhibits

List below all exhibits filed as a part of this Statement of Eligibility.

1. A copy of the Articles of Association of the Trustee as now in effect, including the Organization Certificate and the Certificates of Amendment dated February 17, 1969, August 31, 1977, December 31, 1980, September 9, 1982, February 28, 1985 and December 2, 1991 (see Exhibit 1 to Form T-1 filed in connection with Registration Statement No. 33-50010, which is incorporated by reference).

2. A copy of the Certificate of Authority of the Trustee to Commence Business (see Exhibit 2 to Form T-1 filed in connection with Registration Statement No. 33-50010, which is incorporated by reference).

3. None, authorization to exercise corporate trust powers being contained in the documents identified above as Exhibits 1 and 2.

4. A copy of the existing By-Laws of the Trustee (see Exhibit 4 to Form T-1 filed in connection with Registration Statement No. 33-46892, which is incorporated by reference).

6. The consent of the Trustee required by Section 321(b) of the Act (see Exhibit 6 to Form T-1 filed in connection with Registration Statement No. 33-50010, which is incorporated by reference).

7. A copy of the latest report of condition of the Trustee, published pursuant to law or the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939 the Trustee, Chemical Bank, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York and State of New York, on the 17th day of March, 1994.

CHEMICAL BANK

By /s/ James M. Foley
James M. Foley
Assistant Vice President

Exhibit 7 to Form T-1

Bank Call Notice

RESERVE DISTRICT NO. 2
CONSOLIDATED REPORT OF CONDITION OF

Chemical Bank
of 270 Park Avenue, New York, New York 10017
and Foreign and Domestic Subsidiaries,
a member of the Federal Reserve System,

at the close of business December 31, 1993, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

<TABLE>

<CAPTION>

ASSETS

<S>

Dollar Amounts
in Millions
<C>

Cash and balances due from depository institutions:		
Noninterest-bearing balances and currency and coin		\$ 4,371
Interest-bearing balances		5,829
Securities		21,834
Federal Funds sold and securities purchased under agreements to resell in domestic offices of the bank and of its Edge and Agreement subsidiaries, and in IBF's:		
Federal funds sold		2,125
Securities purchased under agreements to resell		900
Loans and lease financing receivables:		
Loans and leases, net of unearned income	\$60,826	
Less: Allowance for loan and lease losses	2,326	
Less: Allocated transfer risk reserve	121	
Loans and leases, net of unearned income, allowance, and reserve		58,379
Assets held in trading accounts		8,556
Premises and fixed assets (including capitalized leases)		1,238
Other real estate owned		713
Investments in unconsolidated subsidiaries and associated companies		112
Customer's liability to this bank on acceptance outstanding		1,063
Intangible assets		526
Other assets		9,864
TOTAL ASSETS		\$115,510
		=====
LIABILITIES		
Deposits		
In domestic offices		\$ 51,611
Noninterest-bearing	\$ 19,050	
Interest-bearing	32,561	
In foreign offices, Edge and Agreement subsidiaries, and IBF's		24,886
Noninterest-bearing	\$ 136	
Interest-bearing	24,750	
Federal funds purchased and securities sold under agreements to repurchase in domestic offices of the bank and of its Edge and Agreement subsidiaries, and in IBF's		
Federal funds purchased		8,496
Securities sold under agreements to repurchase		514
Demand notes issued to the U.S. Treasury		1,501
Other Borrowed money		8,538
Mortgage indebtedness and obligations under capitalized leases		20
Bank's liability on acceptances executed and outstanding		1,084
Subordinated notes and debentures		3,500
Other liabilities		7,419
TOTAL LIABILITIES		107,569
EQUITY CAPITAL		
Common stock		620
Surplus		4,501
Undivided profits and capital reserves		2,663
Less: Net unrealized loss on marketable equity securities		(159)
Cumulative foreign currency translation adjustments		(2)
TOTAL EQUITY CAPITAL		7,941
TOTAL LIABILITIES, LIMITED-LIFE PREFERRED STOCK AND EQUITY CAPITAL		\$115,510

</TABLE>

I, Joseph L. Sclafani, S.V.P. & Controller of the above-named bank, do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

JOSEPH L. SCLAFANI

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

WALTER V. SHIPLEY)
EDWARD D. MILLER) DIRECTORS
WILLIAM B. HARRISON)