UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): June 22, 2022

CABOT CORPORATION
(Exact Name of Registrant as Specified in Its Charter)

Delaware	**001-05667**	**04-2271897**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**
2 Seaport Lane, Suite 1400, Boston, Massachusetts		**02210-2019**
(Address of Principal Executive Offices)		**(Zip Code)**

Registrant's Telephone Number, Including Area Code: (617) 345-0100

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $1 par value per share	**CBT**	**New York Stock Exchange**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 8.01 Other Events.

On June 22, 2022 Cabot Corporation ("Cabot") completed the issuance and sale of $400 million aggregate principal amount of 5.000% senior notes due 2032 (the "Notes").

The offering of the Notes was registered pursuant to an automatically effective shelf registration statement on Form S-3ASR under the Securities Act of 1933, as amended (Registration Statement No. 333-236374) (the "Registration Statement"), that was filed with the Securities and Exchange Commission on February 11, 2020.

The Notes were issued pursuant to an indenture (the "Base Indenture"), as supplemented by the First Supplemental Indenture (the "First Supplemental Indenture"), each dated as of June 22, 2022, by and between Cabot and U.S. Bank Trust Company, National Association, as trustee. Cabot is filing the executed Base Indenture and First Supplemental Indenture as Exhibits 4.1 and 4.2, respectively, to this Current Report on Form 8-K. In order to furnish as an exhibit for incorporation by reference into the Registration Statement, Cabot is filing the opinion of Ropes & Gray LLP relating to the validity of the Notes as Exhibit 5.1 to this Current Report on Form 8-K

Cabot intends to use the net proceeds of the offering to redeem its $350 million aggregate principal amount of 3.70% Senior Notes due July 2022 and the remainder for working capital and other general corporate purposes.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits*.

Exhibit 4.1	Indenture, dated June 22, 2022, between Cabot Corporation and U.S. Bank Trust Company, National Association.
Exhibit 4.2	First Supplemental Indenture, dated June 22, 2022, between Cabot Corporation and U.S. Bank Trust Company, National Association, including the form of Global Note attached as Annex A thereto.
Exhibit 5.1	Opinion of Ropes & Gray LLP as to the validity of the Notes.
Exhibit 23.1	Consent of Ropes & Gray LLP (included in Exhibit 5.1).
Exhibit 104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CABOT CORPORATION

By: /s/ Erica McLaughlin
Erica McLaughlin
Senior Vice President and Chief Financial Officer

Date: June 22, 2022

Exhibit 4.1

CABOT CORPORATION

AND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

As Trustee

Indenture

Dated as of June 22, 2022

Debt Securities

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TIA Section	Indenture Section
310(a)(1)	7.10
(a)(2)	7.10
(a)(3)	N.A.
(a)(4)	N.A.
(b)	7.08; 7.10
(c)	N.A.
311(a)	7.11
(b)	7.11
(c)	N.A.
312(a)	2.06
(b)	10.03
(c)	10.03
313(a)	7.06
(b)(1)	N.A.
(b)(2)	7.06
(c)	10.02
(d)	7.06
314(a)	4.05; 10.02
(b)	N.A.
(c)(1)	10.04
(c)(2)	10.04
(c)(3)	N.A.
(d)	N.A.
(e)	10.05
(f)	N.A.
315(a)	7.01(b)
(b)	7.05; 10.02
(c)	7.01(a)
(d)	7.01(c)
(e)	6.11
316(a)(last sentence)	10.06
(a)(1)(A)	6.05
(a)(1)(B)	6.04
(a)(2)	N.A.
(b)	6.07
317(a)(1)	6.06
(a)(2)	6.09
(b)	2.05
318(a)	10.01

INDENTURE dated as of June 22, 2022, between CABOT CORPORATION, a Delaware corporation (the "*Company*"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, as trustee (the "*Trustee*").

Each party agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Holders of the Company's Securities:

ARTICLE ONE

Definitions and Incorporation By Reference

Section 1.01. *Definitions.*

"*Affiliate*" means any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company.

"*Agent*" means any Registrar or Paying Agent.

"*Bankruptcy Law*" means Title 11, U.S. Code or any similar Federal or State law for the relief of debtors.

"*Board of Directors*" means the Board of Directors of the Company or any committee of the Board of Directors duly authorized to act for it hereunder.

"*Board Vote*" means a vote of the Board of Directors, which may be evidenced by a certificate of the Secretary or an Assistant Secretary of the Company which states that such vote has been duly adopted by the Board of Directors and is in full force and effect.

"*Business Day*" means any day which is not a Legal Holiday.

"*Company*" means the party named as such in this Indenture until a successor replaces it pursuant to this Indenture and thereafter means the successor.

"*Custodian*" means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

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

"*Depository*" shall mean, with respect to the Securities of any Series issuable or issued in whole or in part in the form of one or more Global Securities, the person designated as depository for such Series by the Company, which depository shall be a clearing agency registered under the Exchange Act; and if at any time there is more than one such person, "Depository" as used with respect to the Securities of any Series shall mean the depository with respect to the Securities of such Series.

"*Global Security*" or "*Global Securities*" means a Security or Securities, as the case may be, in the form prescribed in Section 2.01 and bears the legend set forth in Section 2.02 (or such legend as may be specified as contemplated by Section 2.01 for such Securities) evidencing all or part of a Series of Securities, issued to the Depository for such Series or its nominee, and registered in the name of such Depository or nominee.

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

"*Indenture*" means this Indenture as amended, modified or supplemented from time to time.

"*Legal Holiday*" means any Saturday, Sunday or day on which banking institutions in a jurisdiction in which an action is required hereunder are not required to be open.

"*Officer*" means the Chairman of the Board, the President, any Vice President, the Treasurer, the Secretary or the Controller of the Company.

"*Officers' Certificate*" means a certificate signed by two Officers or by an Officer and an Assistant Treasurer, Assistant Secretary or Assistant Controller of the Company. See Sections 10.04 and 10.05.

"*Opinion of Counsel*" means a written opinion from legal counsel who may be an employee of or counsel to the Company, or who may be other counsel satisfactory to the Trustee.

"*Responsible Officer*" shall mean, when used with respect to the Trustee, any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the Trustee who customarily performs functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Indenture.

"*SEC*" means the Securities and Exchange Commission.

"*Securities*" means the debentures, notes or other evidence of indebtedness issued under this Indenture; *provided, however*, that if at any time there is more than one entity acting as Trustee under this Indenture, "Securities" as to which such entity is Trustee means Securities authenticated and delivered under this Indenture, exclusive, however, of Securities of any Series as to which such entity is not Trustee.

"*Series*" of Securities means all Securities provided for by one or more indentures supplemental hereto, Board Votes or Officers' Certificates as being part of the same series.

"*TIA*" means the Trust Indenture Act of 1939 (15 U.S. Code §§77aaa-77bbbb) as in effect on the date of this Indenture; *provided, however*, that in the event the Trust Indenture Act of 1939 is amended after such date, "TIA" means, to the extent required by any such amendment, the Trust Indenture Act as so amended.

"*Trustee*" means the party named as such in this Indenture until a successor replaces it pursuant to this Indenture and thereafter means the successor. If at any time there are one or more additional parties acting as Trustee hereunder for any Series of Securities, "Trustee" shall also mean such parties and the term "Trustee" as used with respect to the Securities of a particular Series means the Trustee with respect to Securities of that Series.

"*U.S. Government Obligations*" means direct obligations of the United States for the payment of which the full faith and credit of the United States is pledged.

Section 1.02. *Other Definitions.*

Term	Defined in Section
"Attributable Debt"	4.01
"Consolidated Net Tangible Assets"	4.01
"Debt"	4.01
"Exchange Act"	2.07
"Exempted Debt"	4.01
"Event of Default"	6.01
"Lien"	4.01
"Long-Term Debt"	4.01
"Paying Agent"	2.04
"Principal Property"	4.01
"Registrar"	2.04
"Restricted Property"	4.01
"Restricted Subsidiary"	4.01
"Sale-Leaseback Transaction"	4.01
"Subsidiary"	4.01
"United States"	4.01
"Unrestricted Subsidiary"	4.01

Section 1.03. *Incorporation by Reference of Trust Indenture Act.*

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

"*indenture securities*" means the Securities.

"*indenture security holder*" means a Securityholder.

"*indenture to be qualified*" means this Indenture.

"*indenture trustee*" or "*institutional trustee*" means the Trustee.

"*obligor*" on the indenture securities means the Company.

All other TIA terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule have the meanings assigned to them.

Section 1.04. *Rules of Construction.*

Unless the context otherwise requires:

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

(2) an accounting term, not otherwise defined, has the meaning assigned to it in accordance with generally accepted accounting principles in the United States;

(3) "or" is not exclusive; and

(4) words in the singular include the plural, and in the plural include the singular.

ARTICLE TWO

The Securities

Section 2.01. *Terms and Form.*

The Securities may be issued from time to time in one or more Series. Each Series shall be limited to such aggregate principal amount, shall bear the title and interest at the rates and from the dates, shall mature at the times, shall or may be redeemable at the prices and upon the terms, and shall contain or be subject to all terms as shall be established in an indenture supplemental hereto or by or pursuant to a Board Vote (and, to the extent not set forth in the Board Vote, in an Officers' Certificate detailing the adoption of terms pursuant to the Board Vote). Securities of a Series shall be substantially identical except as to denomination and except as may be otherwise provided in a Board Vote and/or an Officers' Certificate or in an indenture supplemental hereto. In case of Securities of a Series to be issued from time to time, the Officers' Certificate may provide for the method by which specified terms (such as interest rate, maturity date, record date or date from which interest shall accrue) are to be determined.

The Securities of each Series hereunder shall be substantially in the form set forth in Exhibit A or in such form, including with respect to whether such Series shall be issued in whole or in part in the form of one or more Global Securities and the Depository for such Global Security or Securities, as shall be established pursuant to a Board Vote (and, to the extent not set forth in the Board Vote, in an Officers' Certificate detailing the adoption of such form) or one or more indenture supplements to this Indenture, in each case, with such insertions, omissions, substitutions, and other variations as are required or permitted by this Indenture, such Board Vote or such indenture supplement. If a form of any Security is approved by a Board Vote, such Officers' Certificate shall also state that all conditions precedent relating to the authentication and delivery of such Security have been complied with and shall be accompanied by a copy of the Board Vote by or pursuant to which the form of such Security has been approved. The Securities may have notations, legends or endorsements required by law, stock exchange rule or usage. The Company shall approve the form of the Securities and any notation, legend or endorsement on them, such approval to be conclusively evidenced by the execution of such Securities. Unless the form of a Security of a Series provides otherwise, each Security shall be dated the date of its authentication.

Unless the form of a Security of a Series provides otherwise, the Securities of such Series shall be issued in denominations of $1,000 or multiples thereof.

Section 2.02. *Form of Legend for Global Security.*

Any Global Security issued hereunder shall bear a legend in substantially the following form:

"This Security is a Global Security within the meaning of the Indenture hereinafter referred to and is registered in the name of the Depository or a nominee of the Depository. This Security is exchangeable for Securities registered in the name of a person other than the Depository or its nominee only in the limited circumstances described in the Indenture, and may not be transferred except as a whole by the Depository to a nominee of the Depository, by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository."

Section 2.03. *Execution and Authentication.*

Two Officers shall sign the Securities for the Company and may employ facsimile signatures.

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

The aggregate principal amount of Securities that may be authenticated and delivered under this Indenture is unlimited. The Trustee shall authenticate Securities for original issue upon (or in accordance with such procedures acceptable to the Trustee set forth in) a written order of the Company signed by two Officers or by an Officer and an Assistant Treasurer of the Company.

A Security shall not be valid until the Trustee manually signs the certificate of authentication on the Security. The signature shall be conclusive evidence that the Security has been authenticated under this Indenture. The Trustee's authentication shall be in the following form (except that where applicable any successor or additional Trustee's name for Securities of a Series shall be substituted for the Trustee named below):

This is one of the Securities of the Series designated therein issued under the within mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By _____
Name:
Title:

Section 2.04. *Registrar and Paying Agent.*

The Company shall designate a Registrar who shall maintain an office or agency where Securities may be presented for registration of transfer and where Securities may be presented for exchange (the "*Registrar*") and a paying agent who shall maintain an office or agency where Securities may be presented for payment (the "*Paying Agent*"). Initially, U.S. Bank Trust Company, National Association, will act as the Registrar and Paying Agent. The Registrar shall keep a register of the Securities and of their transfer and exchange. With the consent of the Trustee, which shall not be unreasonably withheld, the Company may designate one or more co-registrars and one or more Paying Agents. The term "Registrar" includes any additional co-registrar. The term "Paying Agent" includes any additional paying agent. The Company shall notify the Trustee of the name and address of any Agent not a party to this Indenture. If the Company fails to maintain a Registrar or Paying Agent, the Trustee shall act as such.

Section 2.05. *Paying Agent to Hold Money in Trust.*

The Company, by written agreement, shall require each Paying Agent other than the Trustee to agree that the Paying Agent will hold in trust for the benefit of Securityholders or the Trustee all money held by the Paying Agent for the payment of principal of and premium, if any, or interest on the Securities, and will notify the Trustee of any default by the Company in making any such payment. If the Company acts as Paying Agent, it shall segregate the money and hold it as a separate trust fund. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon doing so the Paying Agent shall have no further liability for the money.

Section 2.06. *Securityholder Lists.*

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Securityholders. If the Trustee is not the Registrar with respect to a Series of Securities, the Company shall furnish to the Trustee any information in the possession or control of the Company (a) on or before each semi-annual interest payment date of any Series of Securities, and (b) at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Securityholders.

Section 2.07. *Transfer and Exchange.*

When a Security is presented to the Registrar with a request to register a transfer, the Registrar shall register the transfer as requested in the manner provided in this Section 2.07.

Every Security presented or surrendered for registration of transfer or exchange shall (if so required by the Company or the Registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Company and the Registrar duly executed by the Holder thereof or his attorney duly authorized in writing. To permit transfers and exchanges, the Company shall execute and the Trustee shall authenticate Securities at the Registrar's request. The Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed for any exchange or transfer but not for any exchange pursuant to Section 2.10, 3.06 or 9.05.

The Company shall not be required: (i) to issue, register the transfer of or exchange Securities of any Series during a period beginning at the opening of business 15 days before the day of selection for redemption of Securities of that Series under Section 3.02 and ending at the close of business on the day of the mailing of notice of redemption, or (ii) to register the transfer of, or exchange any Security so selected for redemption in whole or in part, except the unredeemed portion of any Security being redeemed in part.

Notwithstanding any provisions to the contrary contained in Section 2.06 of this Indenture and in addition thereto, any Global Security shall be exchangeable pursuant to this Section 2.07 for Securities registered in the names of Holders other than the Depository for such Security or its nominee only if: (i) such Depository notifies the Company that it is unwilling or unable to continue as Depository for such Global Security or if at any time such Depository ceases to be a clearing agency registered under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and, in either such case, the Company fails to appoint a successor Depository within 90 days of such event, (ii) the Company executes and delivers to the Trustee an Officers' Certificate that such Global Security shall be so exchangeable or (iii) a Default shall have occurred and be continuing with respect to the Securities represented by such Global Security. Any Global Security that is exchangeable pursuant to the preceding sentence shall be exchangeable for Securities registered in such names as the Depository shall direct in writing in an aggregate principal amount equal to the principal amount of the Global Security with like tenor and terms.

Except as provided in this Section 2.07, a Global Security may not be transferred except as a whole by the Depository with respect to such Global Security to a nominee of such Depository, by a nominee of such Depository to such Depository or another nominee of such Depository or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository.

Section 2.08. *Replacement Securities.*

If the Holder of a mutilated Security surrenders such Security to the Trustee or if the Holder of a Security presents evidence satisfactory to the Company and the Trustee that the Security has been lost, destroyed or wrongfully taken, the Company shall issue and the Trustee shall authenticate a replacement Security of the same Series and of like tenor and principal amount and bearing a number not contemporaneously outstanding. In case any such Security has or is about to become due and payable, the Company may pay the Security instead of issuing a new Security. If required by the Company or the Trustee, such Holder shall provide an indemnity bond which must be sufficient in the judgment of the party requiring it to protect the Company, the Trustee and any Agent from any loss which any of them may suffer if a Security is replaced. The Company or the Trustee may charge the Holder for its expenses in replacing a Security.

Every replacement Security is an additional obligation of the Company.

Section 2.09. *Outstanding Securities.*

Securities outstanding at any time are all the Securities authenticated by the Trustee except for those cancelled by it, those Securities of any Series for which the Company has made a deposit in accordance with Section 8.01 and those described in this Section as not outstanding. A Security does not cease to be outstanding because the Company or an Affiliate holds the Security. See Section 10.06.

If a Security is replaced pursuant to Section 2.07, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Security is held by a bona fide purchaser.

If the Paying Agent holds on a redemption date or maturity date money sufficient to pay Securities payable on that date, then on and after that date such Securities cease to be outstanding and interest on them ceases to accrue.

Section 2.10. *Temporary Securities.*

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

Section 2.11. *Cancellation.*

The Company at any time may deliver Securities to the Trustee for cancellation. The Registrar and the Paying Agent shall forward to the Trustee any Securities surrendered to them for registration of transfer, exchange or payment. The Trustee shall cancel all Securities surrendered for registration of transfer, exchange, payment or cancellation and shall dispose of such cancelled Securities in accordance with its customary procedures and shall furnish the Company with evidence of disposal upon the Company's request. The Company may not issue new Securities to replace Securities that it has paid or delivered to the Trustee for cancellation.

Section 2.12. *Defaulted Interest.*

If the Company defaults in the payment of interest on any Series of the Securities, it shall pay the defaulted interest, plus any interest payable on such defaulted interest to the extent permitted by law, to persons who are Holders of Securities of such Series on a subsequent special record date. The Company shall fix the special record date and the payment date. At least 15 days before such special record date, the Company shall notify the Trustee and each Holder of such special record date, the payment date and the amount of interest to be paid. The Company may pay defaulted interest in any other lawful manner. The Trustee shall not at any time be under any duty or responsibility to any holder of Securities to determine the defaulted interest amount, or with respect to the nature, extent, or calculation of the amount of defaulted interest owed, or with respect to the method employed in such calculation of the defaulted interest.

ARTICLE THREE

Redemption

Section 3.01. *Notices to Trustee.*

If the Company wants to redeem any Series of Securities pursuant to the terms of the Securities of that Series, the Company shall notify the Trustee of the redemption date and the principal amount of the Securities to be redeemed.

Each such notice shall be accompanied by an Officers' Certificate stating that the conditions to such redemption as provided in such Security and in this Indenture have been complied with. If the Company elects to redeem less than all the Securities of a Series, the Company shall notify the Trustee of such redemption date and of the principal amount of such Securities to be redeemed and shall deliver to the Trustee such documentation and records as shall enable the Trustee to select the Securities to be redeemed pursuant to Section 3.02.

If any Series of Securities by its terms is redeemable pursuant to the operation of a sinking fund, the Company shall notify the Trustee by an Officers' Certificate of the amount of the next sinking fund payment and the portion of such payment which is to be satisfied by delivering and crediting Securities of the same Series pursuant to Section 3.05.

If the Company wants to credit against any mandatory redemption Securities of the same Series it has not previously delivered to the Trustee for cancellation, it shall deliver the Securities with such Officers' Certificate.

The Company shall give each notice or Officers' Certificate provided for in this Section at least 30 days before the redemption date (unless shorter notice is satisfactory to the Trustee).

Any notice of redemption given to the Trustee may be canceled by written notice to the Trustee at any time prior to the mailing of the notice of redemption to the Holders of Securities to be redeemed and upon any such cancellation shall thereupon be void and of no effect.

Section 3.02. *Selection of Securities to be Redeemed.*

If less than all the Securities of a Series are to be redeemed, the Trustee shall select the Securities to be redeemed by a method the Trustee considers fair and appropriate. The Trustee shall make the selection from Securities of such Series outstanding not previously called for redemption. The Trustee may select for redemption portions of the principal of Securities of such Series that have denominations larger than $1,000. Securities and portions of them it selects shall be in amounts of $1,000 or multiples of $1,000. Provisions of this Indenture that apply to Securities called for redemption also apply to portions of Securities called for redemption.

Section 3.03. *Notice of Redemption.*

At least 30 days but not more than 60 days before a redemption date, the Company shall mail a notice of redemption by first-class mail (or deliver by electronic transmission in accordance with the applicable procedures of the Depository) to each Holder of Securities to be redeemed.

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

(1) the redemption date;

(2) the redemption price (or the method of calculating or determining the redemption price) and the accrued interest, if any;

(3) the CUSIP number and ISIN, if any, of such Securities;

(4) if less than all Securities of a Series outstanding are to be redeemed, the identification (and, if any Security is to be redeemed in part, the principal amount) of the particular Security to be redeemed;

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

(6) that Securities called for redemption must be surrendered to the Paying Agent to collect the redemption price;

(7) that interest on Securities called for redemption ceases to accrue on and after the redemption date; and

(8) that the redemption is pursuant to a sinking fund, if that is the case.

At the Company's request at least five days prior to the date the notice of optional redemption is to be given (unless a shorter time period shall be acceptable to the Trustee), the Trustee shall give such notice of redemption to each Holder of Securities to be redeemed in the Company's name and at the Company's expense.

Section 3.04. *Effect of Notice of Redemption.*

Once notice of redemption is mailed (or delivered by electronic transmission in accordance with the applicable procedures of the Depository), Securities called for redemption become due and payable on the redemption date and at the applicable redemption price. Upon surrender to the Paying Agent, such Securities shall be paid at the applicable redemption price plus accrued interest, if any, to the redemption date; *provided, however*, that any regular payment of interest becoming due on the redemption date shall be payable to the Holders of such Securities in accordance with their terms.

Section 3.05. *Deposit of Redemption Price.*

On or before the redemption date, the Company shall deposit with the Paying Agent (or if the Company is its own Paying Agent, shall segregate and hold in trust) money sufficient to pay the redemption price of and accrued interest, if any, on all Securities to be redeemed on that date.

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 3.06. *Securities Redeemed in Part.*

Upon surrender of a Security that is redeemed in part, the Trustee shall authenticate and deliver to the Holder a new Security of the same Series equal in principal amount to the unredeemed portion of the Security surrendered.

ARTICLE FOUR

Covenants

Section 4.01. Certain Definitions.

"*Attributable Debt*" means, as of the date of determination, the present value of rent due under a lease for the remaining primary term of the lease. Rent shall be discounted to present value from the due date of each installment to the date of determination at the actual interest factor included in the rent or, if the interest factor cannot readily be determined, at 12% per annum. Rent is the lesser of: (1) rent for the remaining primary term of the lease assuming it is not earlier terminated, and (2) rent from the date of determination until the first permitted termination date under the lease plus the termination payment then due, if any. The remaining primary term of a lease includes any period for which the lease has been extended. Rent does not include: (1) amounts payable for maintenance, repairs, insurance, taxes, assessments, water rates, and similar charges, or (2) contingent rent, such as that based on sales, maintenance and repairs, insurance, taxes, assessments or similar charges. Rent may be reduced by rent, discounted in the manner provided above, that any sublessee must pay from the date of determination for all or part of the same property. An obligation to pay rent shall be counted only once even if more than one entity is responsible for the obligation.

"*Consolidated Net Tangible Assets*" means total assets (after deducting all valuation and qualifying reserves related to those assets) less: (1) total current liabilities (excluding that portion, if any, of Long-Term Debt due within 12 months); (2) goodwill, patents and patent rights, trademarks, trade names, copyrights, debt discount and expense and other like intangibles; and (3) any equity in and the net amount of advances to Unrestricted Subsidiaries, all as stated in the most recent consolidated balance sheet of the Company and its Restricted Subsidiaries preceding the date of a determination.

"*Debt*" means any debt for money borrowed or any guarantee of such debt, but excludes any non-recourse debt for money borrowed incurred to develop any electrical generating facilities or to develop or exploit any oil, gas or other mineral property. A Debt obligation shall be counted only once even if more than one entity is responsible for the obligation.

"*Exempted Debt*" means the total of the following incurred after the effective date of this Indenture: (1) the outstanding principal amount of Debt of the Company and its Restricted Subsidiaries secured by any Lien other than a Lien permitted by paragraphs (1) through (9) of Section 4.03; plus (2) the outstanding Attributable Debt of the Company and its Restricted Subsidiaries other than Attributable Debt arising from a Sale-Leaseback Transaction permitted by paragraphs (1) through (4) of Section 4.04.

"*Lien*" means any mortgage, pledge, security interest or lien.

"*Long-Term Debt*" means Debt that by its terms matures on a date more than 12 months after the date of determination or Debt that the obligor may extend or renew without the obligee's consent to a date more than 12 months after the date of determination.

"*Principal Property*" means: (1) any real property, manufacturing plant, processing plant, warehouse or office building located in the United States and owned or leased by the Company or a Restricted Subsidiary which has a gross book value, excluding depreciation, in excess of 2% of Consolidated Net Tangible Assets; or (2) any other property designated as such by the President, Financial Vice President or Treasurer of the Company in a notice given to the Trustee. The definition does not include: (1) any plant, warehouse, building or other property, or any portion thereof, which, in the opinion of the Board of Directors, is at any time not of material importance to the total business conducted by the Company and its consolidated Subsidiaries taken as a whole; or (2) any plant, warehouse, building or other property acquired by the Company or a Restricted Subsidiary after the date of this Indenture which is financed by obligations of any State, political subdivision of any State, or the District of Columbia issued pursuant to agreements which satisfy the provisions of Section 142 or Section 144(a) of the Internal Revenue Code of 1986, as amended, or any successor to any such provision.

"*Restricted Property*" means any Principal Property, any Debt of a Restricted Subsidiary or any shares of stock of a Restricted Subsidiary, in each case now owned or hereafter acquired by the Company or a Restricted Subsidiary.

"*Restricted Subsidiary*" means (1) any Subsidiary other than an Unrestricted Subsidiary; and (2) any Subsidiary which was an Unrestricted Subsidiary but which subsequent to the date of this Indenture is designated by the Board of Directors to be a Restricted Subsidiary. A Subsidiary may not be designated a Restricted Subsidiary if as a result the Company would thereby breach any covenant in this Indenture.

"*Sale-Leaseback Transaction*" means an arrangement pursuant to which the Company or a Restricted Subsidiary now owns or hereafter acquires a Principal Property, transfers it to a third person and leases it back from such person.

"*Subsidiary*" means a corporation of which at least a majority of the outstanding stock having voting power under ordinary circumstances to elect a majority of its board of directors is owned by the Company, the Company and one or more Subsidiaries or by one or more Subsidiaries.

"*United States*" means the United States of America including its territories and possessions.

"*Unrestricted Subsidiary*" means: (1) Cabot International Capital Corporation; (2) any Subsidiary acquired or organized after the date of this Indenture which is not a successor, directly or indirectly, of a Restricted Subsidiary and which does not, directly or indirectly, own an equity interest in a Restricted Subsidiary; (3) any Subsidiary the principal assets of which are located outside the United States and the business of which is primarily conducted outside the United States; (4) any Subsidiary the principal business of which consists of financing the acquisition or disposition of real, personal or intangible property by persons including the Company or any Subsidiary; (5) any Subsidiary the principal business of which is owning, leasing, dealing in or developing real property for residential or office building purposes; (6) any Subsidiary, the principal business of which is the insuring or reinsuring of property, casualty or employee benefit risks; and (7) any Subsidiary substantially all of the assets of which consist of stock or other securities of a Subsidiary or Subsidiaries of the character described in clauses (1) through (6) of this paragraph. A Subsidiary shall cease to be an Unrestricted Subsidiary when it is designated by the Board of Directors to be a Restricted Subsidiary.

Section 4.02. *Payment of Securities.*

The Company shall pay the principal of, and interest and premium, if any, on each Series of Securities on the date and in the manner provided in the Securities and this Indenture. An installment of principal or interest shall be considered paid on the date it is due if the Trustee or Paying Agent holds on that date money irrevocably designated for and sufficient to pay the installment. At the Company's option, (i) it can pay any interest on any Securities by mailing checks by first class mail to the Holders of such Securities at their addresses as shown on the Registrar's books or (ii) in the case of Global Securities, by wire transfer.

The Company shall pay interest on overdue principal and premium, if any, at the rate or rates borne by each Series of the Securities; *provided* that the Company shall, to the extent lawful, pay interest on overdue installments of interest at the same rate or rates.

Section 4.03. *Limitation on Liens.*

The Company shall not, and it shall not permit any Restricted Subsidiary to, incur a Lien on Restricted Property to secure a Debt without making effective provision to secure the Securities equally and ratably with such Debt, unless:

(1) the Lien is on property, Debt or shares of stock of a corporation at the time the corporation becomes a Restricted Subsidiary; *provided, however*, that such Lien may not extend to any other Principal Property owned by the Company or a Restricted Subsidiary;

(2) the Lien is on property at the time the Company or a Restricted Subsidiary acquires or leases the property; *provided, however*, that such Lien may not extend to any other Principal Property owned by the Company or a Restricted Subsidiary;

(3) the Lien secures Debt incurred to finance all or some of the purchase price or cost of construction or improvement of property of the Company or a Restricted Subsidiary; *provided* that (i) in the case of any construction or improvement, the Lien may extend to substantially unimproved real property owned by the Company or a Restricted Subsidiary upon which the construction or improvement is made; and (ii) such Lien may not extend to any other Principal Property owned by the Company or a Restricted Subsidiary, other than additions to such property so purchased, constructed or improved;

(4) the Lien secures a Debt of a Restricted Subsidiary owing to the Company or another wholly-owned Restricted Subsidiary;

(5) the Lien is on property of a corporation at the time the corporation merges into or consolidates with the Company or a Restricted Subsidiary;

(6) the Lien is on property of a person or entity at the time such person or entity transfers or leases all or substantially all of its assets to the Company or a Restricted Subsidiary; *provided, however*, that such Lien may not extend to any other Principal Property owned by the Company or a Restricted Subsidiary;

(7) the Lien is in favor of a government or governmental entity and secures (i) payments pursuant to a contract or statute, or (ii) Debt incurred to finance all or some of the purchase price or cost of construction of the property subject to such Lien;

(8) the Lien extends, renews, refunds or replaces (or successive extensions, renewals, refunds or replacements) in whole or in part a Lien (such Lien, an "*existing Lien*") permitted by any of clauses (1) through (7). The Lien may not extend beyond (i) the property subject to the existing Lien; and (ii) improvements and construction on such property; *provided* that the Debt secured by the Lien may not exceed the Debt secured at the time by the existing Lien unless the existing Lien or a predecessor Lien was incurred under clause (4); or

(9) the Lien is on any electrical generating facility to secure non-recourse debt or is on any oil, gas or other mineral property or on oil, gas or other minerals or other products or by-products produced or extracted from that oil, gas or other mineral property to secure non-recourse debt.

Notwithstanding the provisions of this Section 4.03, the Company or any Restricted Subsidiary may, without equally and ratably securing the Securities, grant Liens to secure Debt which would otherwise be subject to restriction by this Section 4.03 if, at the time of such granting and after giving effect to any Debt so secured, Exempted Debt does not exceed 15% of Consolidated Net Tangible Assets.

The terms of any Series of Securities adopted pursuant to Section 2.01 may provide that this Section 4.03 is not applicable to such Series.

Section 4.04. *Limitation on Sale and Leaseback.*

The Company shall not, and it shall not permit any Restricted Subsidiary to, enter into a Sale-Leaseback Transaction unless:

(1) the lease has a term including renewal rights of three years or less;

(2) the lease is between the Company and a Restricted Subsidiary or between Restricted Subsidiaries;

(3) the Company or the Restricted Subsidiary on the date such Sale-Leaseback Transaction is to close could create a Lien on the property involved in the Sale-Leaseback Transaction to secure Debt under clause (3) or (7) of Section 4.03; or

(4) the Company or the Restricted Subsidiary receiving the proceeds from such Sale-Leaseback Transaction, within 180 days after it is consummated, applies, or commits to apply, an amount equal to the greater of the fair market value of the property, at the time of such Sale-Leaseback Transaction, as determined by the Board of Directors, or the proceeds to:

(i) the acquisition of Restricted Property, including but not limited to, the acquisition, construction, development or improvement of property or equipment which is or upon completion of such acquisition, construction, development or improvement will be, Principal Property or a part of Principal Property; or

(ii) if permitted by the terms of Securities of any Series, the redemption of Securities of such Series pursuant to, and at the redemption price referred to in, the Securities and applicable at the time of redemption, or the retirement or redemption of other Long-Term Debt of the Company or a Restricted Subsidiary. However, the Company may not receive credit for: (x) the retirement of other Long-Term Debt at maturity or the redemption of other Long-Term Debt pursuant to any mandatory redemption provision; or (y) the retirement or redemption of any Long-Term Debt that is either subordinated to or junior in right of payment to the Securities, or owed by the Company to a Restricted Subsidiary.

Notwithstanding the provisions of this Section 4.04, the Company or any Restricted Subsidiary may enter into a Sale-Leaseback Transaction if, at the time of entering into the Sale-Leaseback Transaction and after giving effect to it, Exempted Debt does not exceed 15% of Consolidated Net Tangible Assets.

The terms of any Series of Securities adopted pursuant to Section 2.01 may provide that this Section 4.04 is not applicable to such Series.

Section 4.05. *No Lien Created.*

This Indenture and the Securities do not create a Lien, charge or encumbrance on any property of the Company or any Subsidiary.

Section 4.06. *Compliance Certificate.*

(1) The Company shall deliver to the Trustee within 120 days after the end of each fiscal year of the Company an Officers' Certificate stating whether or not the signers know of any Default by the Company in performing its covenants and obligations hereunder that occurred during the fiscal year and is continuing. If the Company knows of such a Default at such time, the Certificate shall describe the nature and status of the Default. The first such Officers' Certificate shall be delivered to the Trustee by January 28, 2017.

(2) The Company shall deliver to the Trustee within ten Business Days following the date on which the Company becomes aware of such Default, receives notice of such Default or becomes aware of such action, as applicable, an Officers' Certificate specifying any events which would constitute a Default, their status and what action the Company is taking or proposing to take in respect thereof. The Officers' Certificate pursuant to this Section 4.06 need not comply with Section 10.05.

Section 4.07. *SEC Reports.*

The Company shall file with the Trustee within 15 days after it files them with the SEC copies of the annual reports and the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) which the Company is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act. The Company also shall comply with the other provisions of TIA Section 314(a).

Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officers' Certificates).

ARTICLE FIVE

Successor Corporation

Section 5.01. *When Company May Merge, etc.*

The Company may consolidate with or merge into, or transfer all or substantially all of its assets to, one person or entity if:

(1) the person or entity assumes by supplemental indenture all the obligations of the Company under the Securities and this Indenture; thereafter all such obligations of the predecessor corporation shall terminate;

(2) immediately after giving effect to the transaction, no Default would occur and be continuing; and

(3) the entity formed by or surviving such transaction, in the case of a consolidation or merger, and the transferee, in the case of a transfer, is a person or entity organized under the laws of the United States of America, any State thereof, the District of Columbia, Canada, any province of Canada or any state which was a member of the European Union on December 31, 2003 (other than Greece).

Section 5.02. *When Securities Must Be Secured.*

If upon any such consolidation, merger or transfer any Principal Property would become subject to an attaching Lien that secures Debt, then before the consolidation, merger or transfer occurs, the Company by supplemental indenture shall secure the Securities by a direct Lien on all such Principal Property. The direct Lien shall have priority over the attaching Lien and over all other Liens on such Principal Property except the Liens already on it. The direct Lien may equally and ratably secure the Securities and any other obligation of the Company or a Subsidiary entitled to such security. The direct Lien may not secure an obligation of the Company or such a Subsidiary that is subordinated to the Securities. However, the Company need not comply with this Section if:

(1) the attaching Lien is permitted under any of clauses (1) through (9) of Section 4.03; or

(2) the Company or a Restricted Subsidiary under the next to last paragraph of Section 4.03 could create a Lien on the Principal Property to secure Debt at least equal in amount to that secured by the attaching Lien.

ARTICLE SIX

Defaults and Remedies

Section 6.01. *Events of Default.*

Unless the form of a Security of a Series provides otherwise, an "Event of Default" occurs with respect to Securities of any Series if:

(1) the Company defaults in the payment of interest on any Security of that Series when the same becomes due and payable and the Default continues for a period of 30 days;

(2) the Company defaults in the payment of the principal of, or premium, if any, on, any Security of that Series when the same becomes due and payable at maturity, upon redemption or otherwise, *provided* that in the case of default in the making or satisfaction of any sinking fund payment, such default continues for a period of 30 days;

(3) the Company fails to comply with any of its other agreements in the Securities of that Series or this Indenture (other than a default which has expressly been included in this Indenture solely for the benefit of a Series of Securities other than that Series) and the default continues for the period and after the notice specified below;

(4) an event of default, as defined in any mortgage, indenture or instrument under which there is or may be issued indebtedness of the Company or any Restricted Subsidiary for money borrowed (including an Event of Default with respect to a Security of any Series hereunder) in the principal amount exceeding $250,000,000, shall occur with the result that such indebtedness shall have been declared due and payable prior to the date on which it would otherwise become due and payable, but if any such default is cured by the Company or such Restricted Subsidiary or is waived by the specified percentage of holders of such mortgage, indenture or instrument entitled so to waive, then the Event of Default under this Indenture by reason of such default shall be deemed to have been cured;

(5) the Company, pursuant to or within the meaning of any Bankruptcy Law:

(a) commences a voluntary case;

(b) consents to the entry of an order for relief from claims against it in an involuntary case;

(c) consents to the appointment of a Custodian of it or for all or substantially all of its property; or

(d) makes a general assignment for the benefit of its creditors;

(6) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(a) is for relief against the Company in an involuntary case;

(b) appoints a Custodian of the Company or for all or substantially all of its property; or

(c) orders the liquidation of the Company;

and such order or decree remains unstayed and in effect for 90 days; or

(7) any other Event of Default provided for Securities of that Series occurs.

A Default with respect to any Series of Securities under clause (3) is not an Event of Default until the Trustee notifies the Company or the Holders of at least 25% in principal amount of the outstanding Securities of that Series notify the Trustee and the Company of the Default and the Company does not cure the Default within 90 days after receipt of the notice. The notice must specify the Default, demand that it be remedied and state that the notice is a "Notice of Default."

Section 6.02. *Acceleration.*

If an Event of Default with respect to Securities of any Series occurs and is continuing, the Trustee by notice to the Company, or the Holders of at least 25% in principal amount of the outstanding Securities of that Series by notice to the Company and the Trustee, may declare that the principal of and accrued interest (or, if any of the Securities of that Series are original issue discount Securities, such portion of the principal amount of such Securities as may be specified in the terms thereof), if any, shall be due and payable immediately. Upon such declaration, such principal (or specified amount) and interest shall be due and payable immediately. The Holders of a majority in principal amount of the outstanding Securities of that Series by notice to the Company and the Trustee may rescind an acceleration and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default (other than nonpayment of principal, interest or premium, if any, that has become due solely because of such acceleration) have been cured or waived.

Notwithstanding any provisions to the contrary contained in this Section 6.02 and in addition thereto, upon receipt by the Trustee of any declaration of acceleration, or rescission and annulment thereof, with respect to Securities of a Series all or part of which is represented by a Global Security, the Trustee shall establish a record date for determining Holders of outstanding

Securities of such Series entitled to join in such declaration of acceleration, or rescission and annulment, as the case may be, which record date shall be at the close of business on the day the Trustee receives such declaration of acceleration, or rescission and annulment, as the case may be. The Holders on such record date, or their duly designated proxies, and only such Holders, shall be entitled to join in such declaration of acceleration, or rescission and annulment, as the case may be, whether or not such Holders remain Holders after such record date; *provided, however*, that unless such declaration of acceleration, or rescission and annulment, as the case may be, shall have become effective by virtue of the requisite percentage having been obtained prior to the day which is 90 days after such record date, such declaration of acceleration, or rescission and annulment, as the case may be, shall automatically and without further action by any Holder be cancelled and of no further effect. Nothing in this paragraph shall prevent a Holder, or a proxy of a Holder, from giving, after expiration of such 90-day period, a new declaration of acceleration, or rescission or annulment thereof, as the case may be, that is identical to a declaration of acceleration, or rescission or annulment thereof, which has been cancelled pursuant to the proviso to the preceding sentence, in which event a new record date shall be established pursuant to the provisions of this Section 6.02.

Section 6.03. *Other Remedies.*

If an Event of Default with respect to Securities of any Series occurs and is continuing, the Trustee may pursue any available remedy by proceeding at law or in equity to collect the payment of principal of, interest or premium, if any, on, the Securities of that Series or to enforce the performance of any provision of the Securities of that Series or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Securities of that Series or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Securityholder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative to the extent permitted by law.

Section 6.04. *Waiver of Past Defaults.*

Subject to Sections 6.07 and 9.02, the Holders of a majority in principal amount of the outstanding Securities or any Series on behalf of the Holders of the outstanding Securities of that Series by notice to the Trustee may waive an existing past Default or Event of Default and its consequences but such waiver shall not extend to any future Event of Default. When a Default or Event of Default is waived by the Holders of any Series of Securities, it is cured and stops continuing with respect to Securities of that Series.

Section 6.05. *Control by Majority.*

The Holders of a majority in principal amount of the outstanding Securities of any Series may direct the time, method and place of: (1) conducting any proceeding for any remedy available to the Trustee; or (2) exercising any trust or power conferred on the Trustee with respect to the Securities of that Series. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture, or subject to Section 7.01, that the Trustee determines would be unduly prejudicial to the rights of other Securityholders of that Series or that would involve the Trustee in personal liability.

Notwithstanding any provisions to the contrary contained in this Section 6.05, and in addition thereto, upon receipt by the Trustee of any direction with respect to Securities of a Series all or part of which is represented by a Global Security, the Trustee shall establish a record date for determining Holders of outstanding Securities of such Series entitled to join in such direction, which record date shall be at the close of business on the date the Trustee receives such direction. The Holders on such record date, or their duly designated proxies, and only such Holders, shall be entitled to join in such direction, whether or not such Holders remain Holders after such record date; *provided, however*, that unless such majority in principal amount shall have been obtained prior to the day which is 90 days after such record date, such direction shall automatically and without further action by any Holder be cancelled and of no further effect. Nothing in this paragraph shall prevent a Holder, or a proxy of a Holder from giving, after expiration of such 90-day period, a new direction identical to a direction which has been cancelled pursuant to the proviso to the preceding sentence, in which event a new record date shall be established pursuant to the provisions of this Section 6.05.

Section 6.06. *Limitation on Suits.*

A Securityholder may pursue a remedy with respect to this Indenture or the Securities of that Series only if:

(1) the Holder gives to the Trustee written notice of a continuing Event of Default;

(2) the Holders of at least 25% in principal amount of the outstanding Securities of that Series make a written request to the Trustee to pursue the remedy;

(3) such Holder or Holders offer to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense;

(4) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity; and

(5) during such 60-day period the Holders of a majority in principal amount of the outstanding Securities of that Series do not give the Trustee a direction inconsistent with the request.

A Holder of any Series of Securities may not use any provision of this Indenture to prejudice the rights of another Holder of any Securities of that Series or to obtain a preference or priority over another Holder of any Securities of that Series.

Section 6.07. *Rights of Holders to Receive Payment.*

Notwithstanding any other provision of this Indenture, the right of any Holder of a Security to receive payment of principal of, interest and premium, if any, on the Security, on or after the respective due dates expressed in the Security, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of the Holder.

Section 6.08. *Collection Suit by Trustee.*

If an Event of Default specified in Section 6.01(1) or (2) occurs and is continuing for Securities of any Series, the Trustee may recover judgment in its own name and as Trustee of an express trust against the Company for the whole amount of principal, interest and any premium remaining unpaid on the Securities of that Series.

Section 6.09. *Trustee May File Proofs of Claim.*

The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and the Holders of Securities of any Series allowed in any judicial proceedings relative to the Company, its creditors or its property.

Section 6.10. *Priorities.*

If the Trustee collects any money pursuant to this Article with respect to Securities of any Series, it shall pay out the money in the following order:

FIRST: to the Trustee in all of its capacities and any predecessor trustee of the Securities of that Series for amounts due under this Indenture;

SECOND: to Holders of Securities of that Series for amounts due and unpaid on the Securities of that Series for principal, interest and premium, if any, ratably without preference or priority of any kind, according to the amounts due and payable on the Securities of that Series for principal, interest and premium, if any, respectively; and

THIRD: to the Company.

The Trustee may fix a record date and payment date for any payment to Securityholders pursuant to this Section 6.10.

Section 6.11. *Undertaking for Costs.*

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, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee, a suit by a Holder pursuant to Section 6.07 or a suit by Holders of more than 10% in principal amount of the Securities of any Series.

ARTICLE SEVEN

Trustee

Section 7.01. *Duties of Trustee.*

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise its rights and powers 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.

(b) Except during the continuance of an Event of Default:

(1) the Trustee need perform only those duties that are specifically set forth in this Indenture and no others; 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. However, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture.

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(1) this paragraph (c) does not limit the effect of paragraph (b) 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 is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(3) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05.

(d) Every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b) and (c) of this Section.

(e) The Trustee may refuse to perform any duty or exercise any right or power unless it is assured of indemnity satisfactory to it against any loss, liability or expense.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree with the Company.

(g) Anything in this Indenture notwithstanding, in no event shall the Trustee be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to loss of profit), even if the Trustee has been advised as to the likelihood of such loss or damage and regardless of the form of action in which such damages are sought.

(h) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including acts of God; earthquakes; fire; flood; terrorism; wars and other military disturbances; sabotage; epidemics; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communication services; accidents; labor disputes; acts of civil or military authority and governmental action; provided that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

(i) The Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder.

(j) The Trustee shall not be required 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 it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not assured to it.

(k) 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 rights or powers conferred upon it by this Indenture.

(l) The Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a Default is received by the Trustee at the corporate trust office of the Trustee, and such notice references the Securities and this Indenture.

(m) The permissive rights of the Trustee enumerated herein shall not be construed as duties.

(n) 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 not less than a majority in principal amount 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 the Securities of such Series.

Section 7.02. *Rights of Trustee.*

(1) The Trustee may rely on any document believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document or confirm the accuracy of mathematical calculations therein.

(2) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on the Officers' Certificate or Opinion of Counsel.

(3) The Trustee may act through agents and shall not be responsible for the misconduct or negligence of any agent appointed with due care.

(4) The Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers.

(5) The Trustee may consult with counsel of its selection and the advice of such 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.

(6) In the event the Trustee is also acting as Registrar, Paying Agent, Custodian or transfer agent pursuant to this Indenture, the rights, privileges, protections, immunities and indemnities given to the Trustee are extended to, and shall be enforceable by, the Trustee in its capacity as Registrar, Paying Agent, Custodian or transfer agent hereunder.

(7) The Trustee may request that the Company deliver an Officers' Certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture, which Officers' Certificate may be signed by any person authorized to sign an Officers' Certificate, including any person specified as so authorized in any such certificate previously delivered and not superseded; provided that the Trustee may request an updated certificate pursuant to this clause (7) solely in the event that the Trustee reasonably believes that the last such certificate received from the Company or currently on file is no longer accurate.

Section 7.03. *Individual Rights of Trustee.*

The Trustee in its individual or any other capacity may become the owner or pledgee of Securities and may otherwise deal with the Company or an Affiliate with the same rights it would have if it were not Trustee. Any Agent may do the same with like rights. However, the Trustee is subject to Sections 7.10 and 7.11.

Section 7.04. *Trustee's Disclaimer.*

The Trustee makes no representation as to the validity or adequacy of this Indenture or the Securities, it shall not be accountable for the Company's use of the proceeds from the Securities, and it shall not be responsible for any statement in the Securities other than its certificate of authentication.

Section 7.05. *Notice of Defaults.*

If a Default occurs and is continuing with respect to Securities of any Series and if it is known to the Trustee, the Trustee shall mail to each Holder of Securities of that Series notice of the Default within 90 days after it occurs. Except in the case of a Default in payment on any Security of that Series, the Trustee may withhold the notice if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of Holders of Securities of that Series.

Section 7.06. *Reports by Trustee to Holders.*

Within 60 days after each May 15 beginning with the May 15 following the date of this Indenture, the Trustee shall mail to the Company and each Securityholder a brief report dated as of such May 15 that complies with TIA Section 313(a). The Trustee shall also comply with TIA Section 313(b).

A copy of each report at the time of its mailing to Securityholders shall be filed with the SEC and each stock exchange on which the Securities of any Series are listed.

The Company shall notify the Trustee whenever the Securities of any Series are listed on any stock exchange.

Section 7.07. *Compensation and Indemnity.*

The Company shall pay to the Trustee from time to time such compensation for its services (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) as mutually agreed to in writing. The Company shall reimburse the Trustee upon request for all reasonable out-of-pocket expenses incurred by it. Such expenses shall include the reasonable compensation and expenses of the Trustee's agents and counsel.

Except as provided below in this paragraph, the Company shall indemnify each of the Trustee and any predecessor trustee of the Securities of that Series against any loss or liability incurred by it in connection with the administration of the trust created by this Indenture or the performance of its duties hereunder, including all reasonable costs and expenses in defending itself against any claim (whether asserted by a Holder, the Company or any other person) or liability in connection with the exercise or performance of any of its powers and duties under this Indenture and the enforcement of this Indenture (including this Section 7.07). The Trustee shall notify the Company promptly of any claim for which it may seek indemnity but failure to do so shall not relieve the Company of its obligations under this Section 7.07. The Company need not pay for any settlement made by the Trustee without the Company's consent. The Company need not reimburse any expense or indemnify against any loss or liability incurred by either the Trustee or any predecessor trustee of the Securities of that Series through its own negligence or bad faith. In respect of the Company's payment obligations in this Section 7.07, the Trustee shall have a senior claim to which the Securities are hereby made subordinate on all money or property held or collected by the Trustee as such and not in its individual capacity, except for money or property held in trust for the benefit of the Holders to pay the principal of and interest and premium, if any, on particular Securities.

Section 7.08. *Replacement of Trustee.*

The Trustee may resign with respect to any or all Series of Securities by so notifying the Company. The Holders of a majority in principal amount of the outstanding Securities or any Series may remove the Trustee with respect to the Securities of that Series by notifying the removed Trustee and the Company. Those Holders may appoint a successor Trustee with respect to the Securities of that Series with the Company's consent. The Company may remove the Trustee with respect to any or all Series of Securities or, if there is more than one Trustee hereunder, with respect to all Series of Securities for which such Trustee acts as Trustee if:

(1) the Trustee fails to comply with Section 7.10;

(2) the Trustee is adjudged a bankrupt or an insolvent;

(3) a receiver or public officer takes charge of the Trustee or its property; or

(4) the Trustee becomes incapable of acting.

If the Trustee with respect to one or more Series of Securities resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Company shall promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in principal amount of the Securities may appoint a successor Trustee to replace the successor Trustee appointed by the Company.

If a successor Trustee with respect to one or more Series of Securities does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Company or the Holders of a majority in principal amount of the Securities with respect to such Series of Securities may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee fails to comply with Section 7.10, any Securityholder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company.

Immediately after that, the retiring Trustee shall transfer all property held by it as Trustee to the successor Trustee, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture with respect to the Securities of any Series for which it acts as Trustee. A successor Trustee shall mail notice of its succession to each Holder of Securities of a Series for which it acts as Trustee.

If at the time a successor to the Trustee succeeds to the trusts created by this Indenture any of the Securities of any Series shall have been authenticated but not delivered, the successor to the Trustee of the Securities of that Series may adopt the certificate of authentication of any predecessor trustee for that Series of Securities and deliver the Securities for that Series so authenticated. If at that time any of the Securities of a Series shall not have been authenticated, any successor to the Trustee for that Series of Securities may authenticate the Securities for that Series either in the name of any predecessor trustee for that Series of Securities hereunder or in the name of the successor Trustee. In all such cases the certificate of authentication shall have the same force and effect which the provisions of the Securities or this Indenture provided that certificates of authentication of the Trustee shall have, except that the right to adopt the certificate of authentication of any predecessor trustee for a Series of Securities or to authenticate Securities of a Series in the name of any predecessor trustee for that Series of Securities shall apply only to its successor or successors by merger, conversion or consolidation.

Section 7.09. *Successor Trustee by Merger, etc.*

If the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust assets to, another corporation, the successor corporation shall be the successor Trustee, without any further act.

Section 7.10. *Eligibility Disqualification.*

This Indenture shall always have for each Series of Securities a Trustee who satisfies the requirements of TIA Section 310(a)(l). The Trustee shall always have a combined capital and surplus of at least $50,000,000 as set forth in its most recent published annual report of condition. If any Series of Securities is admitted to trading on the New York Stock Exchange, Inc., or any successor thereto, the Company shall ensure that a transfer agent facility maintain an office or agency in the Borough of Manhattan, the City of New York, as long as such Series of Securities shall be so admitted. With respect to each Series of Securities, the Trustee shall comply with TIA §310(b), including the proviso contained in TIA §310(b)(1) and the optional provision permitted by the second sentence of TIA §310(b)(9).

Section 7.11. *Preferential Collection of Claims Against Company.*

The Trustee shall comply with TIA Section 311(a), excluding any creditor relationship listed in TIA Section 311(b). A Trustee who has resigned or been removed shall be subject to TIA Section 311(a) to the extent indicated.

ARTICLE EIGHT

Discharge of Indenture

Section 8.01. *Termination of Company's Obligations.*

The Company at any time may terminate its obligation to pay an installment of principal and premium, if any, or interest if it deposits with the Trustee money or U.S. Government Obligations sufficient to pay the installment when due. The Company shall designate the installment for which payment is being made.

The Company at any time may terminate all of its obligations under the Securities of any or all Series and this Indenture with respect to such Series or all Series if:

(1) all Securities of such Series previously authenticated and delivered (other than destroyed, lost or stolen Securities of such Series which have been replaced or paid) have been delivered to the Trustee for cancellation; or

(2) the Company irrevocably deposits in trust with the Trustee money or U.S. Government Obligations (a) sufficient to pay the principal of, and interest and premium, if any, on the Securities of such Series to maturity or redemption, as the case may be, or (b) in the case of a Series of Securities which provides for a mandatory sinking fund, sufficient to make all mandatory sinking fund payments to maturity and sufficient to pay at maturity any principal of and interest on such Series for Securities of such Series not redeemed prior to maturity (other than monies paid to the Company or discharged from trust in accordance with Section 8.03).

However, the Company's obligations in Sections 2.04, 2.05, 2.06, 2.07, 2.08, 4.02, 7.07, 7.08 and 8.03 with respect to the Securities of such Series shall survive until the Securities of such Series are no longer outstanding. Thereafter the Company's obligations in Section 7.07 shall survive.

After such a deposit, the Trustee upon request shall acknowledge, in writing, the discharge of the Company's obligations under the Securities of such Series and this Indenture except for those surviving obligations specified above.

In order to have money available on a payment date to pay principal of, and interest or premium, if any, on, the Securities, the U.S. Government Obligations shall be payable as to principal of, interest or premium, if any, on or before such payment date in such amounts as will provide the necessary money. U.S. Government Obligations shall not be callable at the issuer's option.

Section 8.02. *Application of Trust Money.*

The Trustee shall hold in trust money or U.S. Government Obligations deposited with it pursuant to Section 8.01. It shall apply the deposited money and the money from U.S. Government Obligations through the Paying Agent in accordance with this Indenture to the payment of principal of, interest and premium, if any, on, the Securities of the Series or to the payment of any mandatory sinking fund payments, for which the money or U.S. Government Obligations have been deposited.

Section 8.03. *Repayment to Company.*

The Trustee and the Paying Agent shall promptly pay to the Company upon request any excess money or U.S. Government Obligations held by them at any time. The Trustee and Paying Agent shall pay to the Company upon request any money or U.S. Government Obligations held by them for the payment of principal, interest or premium, if any, on any Security or for the payment of any mandatory sinking fund payments, that remains unclaimed for two years after such principal, interest, premium or mandatory sinking fund payments have become due and payable. If such money or U.S. Government Obligations are then held by the Company they shall be discharged from the trust. After that, Securityholders entitled to the money must look to the Company for payment as unsecured general creditors unless an applicable abandoned property law designates another person or entity.

ARTICLE NINE

Amendments, Supplements and Waivers

Section 9.01. *Without Consent of Holders.*

The Company and the Trustee may amend or supplement this Indenture or the Securities without notice to or consent of any Securityholder:

(1) to cure any ambiguity, omission, defect or inconsistency or to make other formal changes;

(2) to comply with Article Four or Five;

(3) to provide for uncertificated Securities in addition to or in place of certificated Securities;

(4) to add to the covenants of the Company or to add any additional Events of Default for the benefit of all or any Series of Securities;

(5) to add to or change any of the provisions of this Indenture to such extent as shall be necessary to permit or facilitate the issuance of Securities in (i) bearer form, registrable or not registrable as to principal, and/or (ii) coupon form, registrable or not registrable as to principal, and to provide for exchangeability of such Securities with Securities issued hereunder in fully registered form;

(6) to add to or change any provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee;

(7) to establish the form or terms of the Securities of any Series pursuant to Section 2.01;

(8) to make any change that does not adversely affect the rights of any Securityholder, *provided* that none of such changes shall adversely affect the rights of any Securityholder;

(9) to modify or amend this Indenture in such a manner as to permit the qualification of this Indenture or any supplemental indenture under the TIA as then in effect;

(10) to conform any provision in this Indenture and any supplemental indenture to the description of any Securities in an offering document;

(11) to add guarantees with respect to the Securities or to secure the Securities; or

(12) to provide for the issuance of additional debt securities of any Series.

Section 9.02. *With Consent of Holders.*

The Company and the Trustee may amend this Indenture or the Securities without notice to any Securityholder but with the written consent of the Holders of at least a majority in principal amount of the outstanding Securities of each Series affected by such indenture supplement or amendment (each Series voting separately as one class). The Holders of a majority in principal amount of the outstanding Securities of each such Series (each Series voting separately as one class) may waive compliance by the Company in a particular instance with any provision of this Indenture or the Securities of such Series without notice to any Holder of Securities of such Series. Without the consent of each Securityholder affected, however, an amendment, supplement or waiver, including a waiver pursuant to Section 6.04, may not:

(1) reduce the amount of Securities whose Holders must consent to an amendment, supplement or waiver;

(2) reduce the rate of or change the time for payment of interest on any Security;

(3) reduce the principal of or change the fixed maturity of any Security;

(4) waive a default in the payment of the principal of or premium, if any, or interest on any Security;

(5) make any Security payable in money other than that stated in the Security; or

(6) change the provisions applicable to the redemption of any Security.

It shall not be necessary for the consent of the Holders under this Section to approve the particular form of any proposed supplement, but it shall be sufficient if such consent approves the substance thereof. Any supplemental indenture (or the terms included in any Series of Securities issued in connection with any supplemental indenture) related to the issuance of any Series of Securities may change, modify or amend the terms of this Indenture, as applicable to such securities, to conform to the description of such Securities set forth in the offering document for such Securities and any such changes, modifications and amendments shall be deemed to have been consented to by each Securityholder of such Securities.

Section 9.03. *Compliance with Trust Indenture Act.*

Every amendment to or supplement of this Indenture or the Securities shall comply with the TIA as then in effect.

Section 9.04. *Revocation and Effect of Consents.*

A consent to an amendment, supplement or waiver by a Holder of a Security of any Series is a continuing consent, irrevocable for a period of nine months from the date given or, if earlier, until the amendment, supplement or waiver becomes effective, both as to the Holder giving such consent and as to every subsequent Holder of a Security of that Series or a portion of such a Security that evidences the same debt as the consenting Holder's Security, even if notation of the consent is not made on each Security of that Series. An amendment, supplement or waiver becomes effective in accordance with its terms and thereafter binds every Securityholder of that Series.

Section 9.05. *Notation on or Exchange of Securities.*

If an amendment, supplement or waiver changes the term of a Security, the Trustee may require the Holder of the Security to deliver it to the Trustee. The Trustee may place an appropriate notation on the Security about an amendment, supplement or waiver and return it to the Holder. Alternatively, the Company in exchange for Securities may issue and the Trustee shall authenticate new Securities that reflect an amendment, supplement or waiver.

Section 9.06. *Trustee to Sign Amendments, etc.*

The Trustee need not sign any supplemental indenture that adversely affects its rights. In signing such amendment, supplement or waiver, the Trustee shall be entitled to receive, and (subject to Section 7.01) shall be fully protected in relying upon, an Officers' Certificate and Opinion of Counsel stating that such amendment, supplement or waiver is authorized or permitted by this Indenture and is the legal, valid and binding obligation of the Company.

ARTICLE TEN

Miscellaneous

Section 10.01. *Trust Indenture Act Controls.*

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

Section 10.02. *Notices.*

Any notice or communication shall be in writing and delivered in person, by facsimile or mailed by first-class mail to the other's address as follows:

if to the Company:	Cabot Corporation Two Seaport Lane Suite 1400 Boston, Massachusetts 02210 Attention: Vice President and Treasurer Facsimile: +1 617 342 6103
if to the Trustee:	U.S Bank Trust Company, National Association 100 Wall Street, Suite 600 New York, NY 10005 Attention: Corporate Trust Administration Facsimile: (212) 361-6153

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

Any notice or communication to a Holder of a Security shall be mailed by first class mail to his or her address shown on the register kept by the Registrar or delivered by electronic transmission in accordance with the applicable procedures of the Depository. Failure to mail (or deliver by electronic transmission in accordance with the applicable procedures of the Depository) a notice or communication to a Securityholder or any defect in it shall not affect its sufficiency with respect to other Securityholders.

Notices given by publication will be deemed given on the first date on which publication is made, and notices given by first-class mail, postage prepaid, will be deemed given five calendar days after mailing. Notwithstanding any other provision of this Indenture or any Global Security, where the Indenture or Global Security provides for notice of any event (including any notice of redemption) to any Holder (whether by mail or otherwise), such notice shall be sufficiently given if given to any applicable Depository (or its designee) according to the applicable procedures of such Depository. If such notice or communication is mailed (or delivered by electronic transmission in accordance with the applicable procedures of the Depository) in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

Section 10.03. *Communication by Holders with Other Holders.*

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

Section 10.04. *Certificate and Opinion as to Conditions Precedent.*

Upon any request or application by the Company to the Trustee to take any action under this Indenture, the Company shall furnish to the Trustee:

(1) an Officers' Certificate stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(2) an Opinion of Counsel stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

Section 10.05. *Statements Required in Certificate or Opinion.*

Each Officers' Certificate or Opinion of Counsel with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(1) a statement that the person making such Officers' Certificate or Opinion of Counsel has read such covenant or condition;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such Officers' Certificate or Opinion of Counsel are based;

(3) a statement that, in the opinion of such person, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(4) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with.

Section 10.06. *Treasury Securities.*

In determining whether the Holders of the required principal amount of Securities have concurred in any direction, waiver or consent, Securities owned by the Company or an Affiliate shall be disregarded, except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Securities which the Trustee knows are so owned shall be so disregarded.

Securities so owned which have been pledged in good faith shall not be disregarded if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to the Securities and that the pledgee is not the Company or an Affiliate.

Section 10.07. *Rules by Trustee, Paying Agent, Registrar.*

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

Section 10.08. *Legal Holidays.*

If a payment date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period.

Section 10.09. *Governing Law.*

The laws of The State of New York shall govern this Indenture and the Securities.

Section 10.10. *No Recourse Against Others.*

All liability described in the Securities of any director, officer, employee or stockholder, as such, of the Company is waived and released.

Section 10.11. *Successors.*

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

Section 10.12. *Execution in Counterparts.*

The parties may sign this Indenture in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same agreement..

Section 10.13. *USA Patriot Act.*

The parties hereto acknowledge that in accordance with Section 326 of the USA Patriot Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Indenture agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the USA Patriot Act.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed, and their respective corporate seals, if applicable, to be hereunto affixed and attested, all as of the day and year first written above.

Cabot Corporation, as the Company

By: /s/ Erica McLaughlin
Name: Erica McLaughlin
Title: Senior Vice President and Chief Financial Officer

Attest: /s/ Colleen Kern

(SEAL)

U.S. Bank Trust Company, National Association, as Trustee

By: James W. Hall
Name: James W. Hall
Title: Vice President

Attest: /s/ Christopher Grell

EXHIBIT A

(FORM OF FACE OF SECURITY)

No. $

CABOT CORPORATION

(Insert Title of Securities)

promises to pay to
or registered assigns the principal sum of
Dollars on
Interest Payment Dates: and
Record Dates: and

Additional provisions of this Security are set forth on the other side of this Security.

Cabot Corporation, as the Company

By: _____
Name:
Title:

[SEAL]

By: _____
Name:
Title:

Dated:

This is one of the Securities of the Series designated
therein issued under the within mentioned Indenture.

U.S. Bank Trust Company, National Association, as Trustee

By: _____
Name:
Title:

(FORM OF REVERSE OF SECURITY)

CABOT CORPORATION

[___]% Due [___]

1. *Interest*

Cabot Corporation, a Delaware corporation (the "Company"), promises to pay interest on the principal amount of this Security at the rate per annum shown above. The Company will pay interest semi-annually on and of each year (the "Interest Payment Dates"), beginning on . Interest on the Security will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from . Interest will be computed on the basis of a 360-day year of twelve 30-day months.

2. *Method of Payment.*

The Company will pay interest on the Securities of this Series (except defaulted interest) to the persons who are registered holders of the Securities of this Series (the "Holders") at the close of business on the [___] day of the month (the "Record Dates") next preceding the Interest Payment Date. Holders must surrender the Securities of this Series to a Paying Agent to collect principal payments. The Company will pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts. However, the Company may pay principal and interest and premium, if any, by its check payable in such money. It may mail an interest check to a Holder's registered address.

3. *Paying Agent and Registrar.*

Initially, U.S. Bank Trust Company, National Association, will act as Registrar and Paying Agent. The Company may change any Registrar or Paying Agent without notice. The Company may act as Registrar or Paying Agent.

4. *Indenture*.

This Security is one of a duly authorized Series of Securities designated on the face hereof issued by the Company under an Indenture dated as of [ ] (the "Indenture"), between the Company and U.S. Bank Trust Company, National Association (the "Trustee"). The terms of the Securities of this Series include those stated in this Security, in the Indenture and those made part of the Indenture by reference to the TIA. The Securities of this Series are subject to all such terms and Holders are referred to this Security, the Indenture and the TIA for a statement of them. The Securities of this Series are general unsecured obligations of the Company.

[ ] *Optional Redemption.* [If applicable, insert]

The Company may redeem all the Securities of this Series at any time or some of them from time to time at the following redemption prices (expressed in percentages of principal amount), plus accrued interest, if any, to the redemption date:

If redeemed during the 12-month period ending

Year	Percentage	Year	Percentage

and thereafter without premium.

However, the Company may not so redeem the Securities of this Series before , through refunding directly or indirectly from, or in anticipation of, money borrowed by or for the account of the Company or a Subsidiary at an interest cost (calculated in accordance with generally accepted financial practice) of % per annum or less. In the case of any redemption pursuant to this paragraph prior to , 20 , the Company will deliver to the Trustee, prior to the mailing of any notice of such redemption, an Officers' Certificate stating that such redemption will comply with this limitation.

[ ] *Mandatory Redemption—Sinking Fund.* [If applicable, insert]

The Company will redeem $ principal amount of Securities of this Series on and on each thereafter through at a redemption price of 100% of principal amount, plus accrued interest, if any, to the redemption date. The Company may, at its option, receive credit towards the principal amount of the Securities of this Series to be redeemed pursuant to this paragraph in an amount equal to 100% of the principal amount (excluding premium) of any Security of this Series that the Company has delivered to the Trustee for cancellation or redemption other than pursuant to this paragraph. The Company may also so receive credit for the same Security of this Series only once.

[ ] *Additional Optional Redemption.* [If applicable, insert]

In addition to redemption pursuant to paragraph, the Company may redeem not more than $ principal amount of the Securities of this Series, or such lesser amount which is a multiple of $1,000, on , and on each thereafter through at a redemption price of 100% of principal amount, plus accrued interest, if any, to the redemption date. The right to redeem such an additional amount shall not accumulate from year to year, but shall lapse to the extent not exercised in any year it is available. At the election of the Company, any optional redemptions so made may be applied to reduce the amount of any subsequent mandatory sinking fund payment required in paragraph

[ ] *Notice of Redemption.* [If applicable, insert]

Notice of redemption will be mailed to each Holder of a Security of the Series to be redeemed at his or her registered address or delivered by electronic transmission in accordance with the applicable procedures of the Depository at least 30 days but not more than 60 days before the redemption date. Securities of this Series in denominations larger than $1,000 may be redeemed in part. On and after the redemption date, interest will not accrue on the Securities of this Series or portions of them called for redemption.

[ ] *Denominations, Transfer, Exchange.*

The Securities of this Series are in registered form without coupons in denominations of $1,000 and multiples of $1,000.

A Holder may transfer or exchange a Security in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture.

[If applicable, insert] The Registrar need not transfer or exchange any Security selected for redemption. Also, it need not transfer or exchange any Security for a period beginning 15 days before the selection of Securities to be redeemed and ending on the day of a mailing of the notice of redemption.

[ ] *Persons Deemed Owners. [If applicable, insert]*

The registered Holder of a Security may be treated as the owner of it for all purposes, except as otherwise provided in paragraph 2 of this Security.

[ ] *Unclaimed Money.*

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent will pay the money back to the Company at its request. After that, Holders entitled to the money must look to the Company and not to the Trustee for payment unless an abandoned property law designates another person.

[ ] *Amendments, Supplements and Waivers.*

Subject to certain exceptions, the Indenture or the Securities of any Series may be amended or supplemented and compliance with any provisions may be waived, in each case, as provided in the Indenture.

[ ] *Restrictive Covenants.*

The Indenture does not limit other unsecured debt. It does limit certain Liens and Sale-Leaseback Transactions with respect to certain property described in the Indenture.

[ ] *Successor Corporation.*

When a successor assumes the obligations of the Company to the Holders, the Company will be released from those obligations.

[ ] *Defaults and Remedies.*

An Event of Default is defined in Section 6.01 of the Indenture. If an Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the Securities of the Series affected may declare the principal of and accrued interest, if any, of all of the Securities of the Series to be due and payable immediately. Holders may not enforce the Indenture or this Security except as provided in the Indenture. The Trustee may require indemnity satisfactory to it from Holders who request the Trustee to enforce the Indenture or the Securities of the Series affected.

Subject to certain limitations, Holders of a majority in principal amount of the Securities of a Series may direct the Trustee in its exercise of any trust or power with respect to the Securities of such Series. The Trustee may withhold from Holders notice of any continuing default (except a default in payment of principal, interest or any premium) if it determines that withholding notice is in their interests.

[ ] *Trustee Dealings with Company.*

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

[ ] *No Recourse Against Others.*

A director, officer, employee or stockholder, as such, of the Company shall not have any liability for any obligations of the Company under the Security of any Series or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder by accepting a Security waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Security.

[ ] *Authentication.*

This Security shall not be valid until authenticated by the manual signature of the Trustee.

[ ] *Abbreviations.*

Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (tenants in common), TEN ENT (tenants by the entireties), JT TEN (joint tenants with right of survivorship and not as tenants in common), CUST (Custodian) and U/G/M/A (Uniform Gifts to Minors Act).

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

Secretary
Two Seaport Lane
Suite 1400
Boston, Massachusetts 02210

CABOT CORPORATION

First Supplemental Indenture

Dated as of June 22, 2022

5.000% Notes due 2032

(First Supplemental Indenture to the Indenture dated as of June 22, 2022)

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

as Trustee

FIRST SUPPLEMENTAL INDENTURE, dated as of June 22, 2022 (the "**First Supplemental Indenture**"), between Cabot Corporation, a Delaware corporation (herein called the "**Company**"), and U.S. Bank Trust Company, National Association, as Trustee (herein called the "**Trustee**");

RECITALS:

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of June 22, 2022 (the "**Base Indenture**") providing for the issuance from time to time of the Company's debentures, notes or other evidences of indebtedness (herein and therein called the "**Securities**"), to be issued in one or more series as provided in the Base Indenture;

WHEREAS, Section 9.01(7) of the Base Indenture permits the Company and the Trustee to enter into an indenture supplemental to the Base Indenture to establish the form and terms of any series of Securities without notice to or consent of any Securityholder;

WHEREAS, Section 2.01 of the Base Indenture permits the form of Securities of any series to be established in an indenture supplemental to the Base Indenture;

WHEREAS, pursuant to Sections 2.01 and 2.03 of the Base Indenture, the Company desires to provide for the establishment of a new series of Securities under the Base Indenture, the form and substance of such Securities and the terms, provisions and conditions thereof to be set forth as provided in the Base Indenture and this First Supplemental Indenture;

WHEREAS, all conditions and requirements necessary to make this First Supplemental Indenture, when executed and delivered, a valid agreement of the Company, in accordance with its terms, have been performed and filled;

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of the Securities established by this First Supplemental Indenture by the holders thereof (the "**Holders**"), it is mutually agreed, for the equal and proportionate benefit of all such Holders, as follows:

ARTICLE I

Definitions and Other Provisions of General Application

Section 1.01 Relation to Base Indenture. This First Supplemental Indenture constitutes a part of the Base Indenture (the provisions of which, as modified by this First Supplemental Indenture), shall apply to the series of Securities established by this First Supplemental Indenture but shall not modify, amend or otherwise affect the Base Indenture insofar as it relates to any other series of Securities or modify, amend or otherwise affect in any manner the terms and conditions of the Securities of any other series.

Section 1.02 Definitions. For all purposes of this First Supplemental Indenture, the capitalized terms used herein (i) which are defined in this Section 1.02 have the respective meanings assigned hereto in this Section 1.02 and (ii) which are defined in the Base Indenture (and which are not defined in this Section 1.02) have the respective meanings assigned thereto in the Base Indenture. For all purposes of this First Supplemental Indenture:

(a) Unless the context otherwise requires, any reference to an Article or Section refers to an Article or Section, as the case may be, of this First Supplemental Indenture;

(b) The words "herein," "hereof" and "hereunder" and words of similar import refer to this First Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision; and

(c) The terms defined in this Section 1.02(c) have the meanings assigned to them in this Section 1.02(c) and include the plural as well as the singular.

"**Change of Control**" means the occurrence of any of the following after the date of issuance of the Notes:

(1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Company and its subsidiaries taken as a whole to any "person" or "group" (as those terms are used in Section 13(d)(3) of the Exchange Act) other than to the Company or one of its subsidiaries;

(2) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" or "group" (as those terms are used in Section 13(d)(3) of the Exchange Act, it being agreed that an employee of the Company or any of its subsidiaries for whom shares are held under an employee stock ownership, employee retirement, employee savings or similar plan and whose shares are voted in accordance with the instructions of such employee shall not be a member of a "group" (as that term is used in Section 13(d)(3) of the Exchange Act) solely because such employee's shares are held by a trustee under said plan), other than the Company or one of its subsidiaries, becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of the Company's Voting Stock representing more than 50% of the Company's outstanding Voting Stock; *provided* that a merger shall not constitute a "change of control" under this definition if (i) the sole purpose of the merger is the reincorporation of the Company in another state and (ii) the shareholders and the number of shares of Voting Stock of the Company, measured by voting power and number of shares, owned by each of them immediately before and immediately following such merger are identical;

(3) the Company consolidates with, or merges with or into, any Person, or any Person consolidates with, or merges with or into, the Company, in any such event pursuant to a transaction in which any of the Company's outstanding Voting Stock or Voting Stock of such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where the Company's outstanding Voting Stock immediately prior to such transaction constitutes, or is converted into or exchanged for, Voting Stock representing more than 50% of the Voting Stock of the surviving Person immediately after giving effect to such transaction;

(4) for so long as any of the Existing Notes remain outstanding, during any period of 24 consecutive calendar months, the majority of the members of the Board of Directors shall no longer be composed of individuals (a) who were members of the Board of Directors on the first day of such period or (b) whose nomination or election (either by a specific vote or by approval of the Company's proxy statement in which such member was named as a nominee for election as a director) to the Board of Directors was approved by (i) individuals referred to in clause (a) above or (ii) other directors described in this clause (b), in each case collectively constituting, at the time of such nomination or election, at least a majority of the Board of Directors or, if directors are nominated by a committee of the Board of Directors, constituting at the time of such nomination, at least a majority of such committee; or

(5) the adoption, by the Board of Directors or the Company's shareholders, of a plan relating to the liquidation or dissolution of the Company.

"**Change of Control Offer**" has the meaning set forth in Section 3.01.

"**Change of Control Payment**" has the meaning set forth in Section 3.01.

"**Change of Control Payment Date**" has the meaning set forth in Section 3.01.

"**Change of Control Triggering Event**" means the Notes are rated below Investment Grade by both of the Rating Agencies on any date during the period (the "**Trigger Period**") commencing on the first public announcement by the Company of any Change of Control (or pending Change of Control) and ending 60 days following consummation of such Change of Control (which Trigger Period will be extended following consummation of a Change of Control for so long as any of the Rating Agencies has publicly announced that it is considering a possible ratings downgrade); *provided* that a particular downgrade in rating shall not be deemed to have occurred in respect of a particular Change in Control (and thus shall not result in a Change of Control Triggering Event) if any of the Rating Agencies making the downgrade in rating to which this definition would otherwise apply does not announce or publicly confirm or inform the Trustee in writing at its request that the downgrade was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Rating Event). If a Rating Agency is not providing a rating for the Notes at the commencement of any Trigger Period, the Notes will be deemed to have ceased to be called Investment Grade by such Rating Agency during that Trigger Period. Notwithstanding the foregoing, no Change of Control Triggering Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

"**Covenant Defeasance**" has the meaning set forth in Section 4.03.

"**Defeased Covenant**" and "**Defeased Covenants**" have the meanings set forth in Section 4.03.

"**DTC**" means the Depository Trust Company.

"**Existing Notes**" means the Company's 3.400% Senior Notes due 2026 and 4.00% Senior Notes due fiscal 2029.

"**Government Securities**" means securities that are:

(1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged; or

(2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the timely payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America,

which, in either case, are not callable or redeemable at the option of the issuers 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 Government Securities or a specific payment of principal of or interest on any such Government Securities held by such custodian for the account of the holder of such 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 Government Securities or the specific payment of principal of or interest on the Government Securities evidenced by such depository receipt.

"**Interest Payment Date**" has the meaning set forth in Section 2.01(d).

"**Interest Period**" has the meaning set forth in Section 2.01(d).

"**Investment Grade**" means a rating of Baa3 or better by Moody's (or its equivalent under any successor rating category of Moody's) and a rating of BBB- or better by S&P (or its equivalent under any successor rating category of S&P), and the equivalent investment grade credit rating from any replacement Rating Agency or Rating Agencies selected by the Company under the circumstances permitting the Company to select a replacement agency and in the manner for selecting a replacement agency, in each case as set forth in the definition of "Rating Agency."

"**Legal Defeasance**" has the meaning set forth in Section 4.02.

"**Maturity Date**" has the meaning set forth in 2.01(c).

"**Moody's**" means Moody's Investors Service, Inc. or any successor to its rating agency business.

"**Notes**" has the meaning set forth in Section 2.01(a).

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

"**Rating Agency**" means each of Moody's and S&P; *provided*, that if any of Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, the Company may appoint another "nationally recognized statistical rating organization" (as defined in Section 3(a)(62) of the Exchange Act) as a replacement for Moody's or S&P, or both of them, as the case may be; *provided* that the Company shall give notice of such appointment to the Trustee.

"**Redemption Date**", when used with respect to any Note to be redeemed, means the date fixed for such redemption by or pursuant to this First Supplemental Indenture.

"**Redemption Price**", when used with respect to any Note to be redeemed, means the price at which it is to be redeemed pursuant to this First Supplemental Indenture.

"**S&P**" means S&P Global Ratings, a division of S&P Global Inc., and its successors.

"**Voting Stock**" of any specified Person as of any date means the capital stock of such Person that is at the time entitled to vote generally in the election of the board of directors of such Person.

ARTICLE II

General Terms and Conditions of the Notes

Section 2.01 Terms of Notes. Pursuant to Sections 2.01 and 2.03 of the Base Indenture, there is hereby established a series of Securities, the terms of which shall be as follows:

(a) Designation. The Securities of this series shall be known and designated as the "5.000% Notes due 2032" (the "**Notes**") of the Company. The CUSIP number of the Notes is 127055 AM3.

(b) Form and Denominations. The Notes will be issued only in fully registered form, and the authorized denominations of the Notes shall be $2,000 principal amount and any integral multiple of $1,000 above that amount. The Notes will initially be issued in the form of one or more Global Securities substantially in the form of Annex A attached hereto, with such modifications thereto as may be approved by the authorized officer executing the same. The Notes will be denominated in U.S. Dollars and payments of principal and interest will be made in U.S. Dollars.

(c) Maturity Date. The principal amount of, and all accrued and unpaid interest (if any) on, the Notes shall be payable in full on June 30, 2032 (the "**Maturity Date**").

(d) Interest. Interest payable on any Interest Payment Date (as defined below), the Maturity Date, or if applicable, the Redemption Date shall be the amount, if any, accrued from, and including, the immediately preceding Interest Payment Date in respect of which interest has been paid or duly provided for (or from and including the original issue date of June 22, 2022, if no interest has been paid or duly provided for with respect to the Notes) but excluding such Interest Payment Date, Maturity Date or, if

applicable, Redemption Date, as the case may be (each, an "**Interest Period**"). The Notes will bear interest at the rate of 5.000% per year from the original issue date thereof to the Maturity Date. Interest on the Notes shall be payable semi-annually in arrears on June 30 and December 30 of each year, beginning on December 30, 2022 (each such date, an "**Interest Payment Date**"). The amount of interest payable for any semi-annual Interest Period will be computed on the basis of a 360-day year consisting of twelve 30-day months. The amount of interest payable for any period shorter than a full semi-annual Interest Period for which interest is computed will be computed on the basis of the actual number of days elapsed per 30-day month. In the event any Interest Payment Date on or before the Maturity Date falls on a day that is not a Business Day, the interest payment due on that date will be postponed to the next day that is a Business Day and no interest shall accrue as a result of such postponement.

In the event the Maturity Date or a Redemption Date for any Note falls on a day that is not a Business Day, then the related payments of principal, premium, if any, and interest may be made on the next succeeding date that is a Business Day (and no additional interest will accumulate on the amount payable for the period from and after the Maturity Date or a Redemption Date for such Note). Interest due on the Maturity Date or such Redemption Date (in each case, whether or not an Interest Payment Date) will be paid to the Person to whom principal of such Notes is payable.

(e) To Whom Interest is Payable. Interest shall be payable to the Person in whose name the Notes are registered at the close of business on the regular record date for such interest, which shall be June 15 or December 15 (whether or not either is a Business Day), as the case may be, next preceding the Interest Payment Date, or in the event the Notes cease to be held in the form of one or more Global Securities, at the close of business on the date 15 days prior to that Interest Payment Date, whether or not a Business Day.

(f) Sinking Fund; Holder Repurchase Right. The Notes shall not be subject to any sinking fund or analogous provision or be redeemable at the option of the Holders.

(g) Forms. The Notes shall be substantially in the form of Annex A attached hereto, with such modifications thereto as may be approved by the authorized officer executing the same.

(h) Registrar, Paying Agent and Place of Payment. The Company hereby appoints U.S. Bank Trust Company, National Association as Registrar and Paying Agent with respect to the Notes. The Notes may be surrendered for registration of transfer and for exchange at 100 Wall Street, Suite 600, New York, New York 10005 or at any other office or agency maintained by the Company for such purpose. The place of payment for the Notes shall be the Paying Agent's office in New York, New York.

ARTICLE III

Change of Control Repurchase Event

Section 3.01 Change of Control Repurchase Events. Upon the occurrence of a Change of Control Triggering Event with respect to the Notes, unless the Company is required to redeem the Notes in accordance with this First Supplemental Indenture or the terms of the Notes or the Company has exercised its right to redeem the Notes by giving notice to the Trustee in accordance with this First Supplemental Indenture, each Holder of Notes shall have the right to require the Company to purchase all or a portion of such Holder's Notes pursuant to the offer described below (the "**Change of Control Offer**"), at a purchase price equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to, but excluding, the repurchase date (the "**Change of Control Payment**"), subject to the rights of Holders of Notes on the relevant record date to receive interest due on the relevant Interest Payment Date.

Within 30 days following the date upon which the Change of Control Triggering Event occurred with respect to the Notes, or at the Company's option, prior to any Change of Control but after the first public announcement by the Company of the pending Change of Control if a definitive agreement is in place with respect to the event constituting a Change of Control at the time of mailing (or delivery by electronic transmission in accordance with the applicable procedures of DTC) the Change of Control Offer, the Company shall be required to send, by first class mail (or electronic transmission in accordance with the applicable procedures of DTC), a notice to each Holder of Notes, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Such notice shall state, among other things, the purchase date, which must be no earlier than 30 days nor later than 60 days from the date such notice is mailed (or delivered by electronic transmission in accordance with the applicable procedures of DTC), other than as may be required by law (the "**Change of Control Payment Date**"). The notice, if mailed (or delivered by electronic transmission in accordance with the applicable procedures of DTC) prior to the date of consummation of the Change of Control, shall state that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Payment Date.

If such notice is delivered prior to the occurrence of a pending Change of Control stating that the Change of Control Offer is conditional on the occurrence of such Change of Control and, if applicable, such notice will state that (a) the Change of Control Payment Date may be delayed, at the Company's discretion, until such time (including more than 60 days after the date the notice was mailed or delivered, including by electronic transmission) as any or all such conditions are satisfied, (b) such purchase may not occur and such notice may be rescinded in the event that any or all such conditions are not satisfied by the Change of Control Payment Date, or by the Change of Control Payment Date as so delayed, and/or (c) such notice may be rescinded at any time in the Company's discretion in its good faith judgment any or all of such conditions will not be satisfied.

On the Change of Control Payment Date, the Company shall, to the extent lawful:

- accept or cause a third party to accept for payment all Notes or portions thereof properly tendered pursuant to the Change of Control Offer;

- deposit or cause a third party to deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and
- deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being repurchased and that all conditions precedent to the Change of Control Offer and to the repurchase by the Company or by a third party of Notes pursuant to the Change of Control Offer have been complied with.

The Company shall not be required to make a Change of Control Offer with respect to the Notes if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for such an offer made by the Company and such third party purchases all the Notes properly tendered and not withdrawn under its offer.

The Company shall comply in all material respects with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder, to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any such securities laws or regulations conflict with the Change of Control Offer provisions of the Notes, the Company shall comply with those securities laws and regulations and shall not be deemed to have breached its obligations under this Section 3.01 by virtue of any such conflict.

ARTICLE IV

Legal Defeasance and Covenant Defeasance

Section 4.01 Company's Option to Effect Legal Defeasance or Covenant Defeasance.

The Company may at its option by or pursuant to a Board Vote, at any time, with respect to the Notes, elect to have either Section 4.02 or 4.03 be applied to all outstanding Notes upon compliance with the conditions set forth below in this Article IV.

Section 4.02 Legal Defeasance and Discharge.

Upon the Company's exercise under Section 4.01 hereof of the option applicable to this Section 4.02 with respect to the Notes, the Company shall, subject to the satisfaction of the conditions set forth in Section 4.04 hereof, be deemed to have been discharged from its obligations with respect to all outstanding Notes and the Base Indenture with respect to the Notes on the date the conditions set forth below are satisfied ("**Legal Defeasance**"). For this purpose, Legal Defeasance means that the Company shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes, which shall thereafter be deemed to be "outstanding" only for the purposes of Section 4.05 hereof and the other Sections of this First Supplemental Indenture referred to in clauses (a) and (b) below, to have satisfied all its other obligations under the Notes and the Base Indenture with respect to the Notes (and the Trustee, on demand of and at the expense of the Company, shall execute proper instruments acknowledging the same) and to have cured all then existing Events of Default, except for the following provisions which shall survive until otherwise terminated or discharged hereunder:

(a) the rights of Holders of Notes to receive payments in respect of the principal of, premium, if any, and interest on the Notes when such payments are due solely out of the trust created pursuant to this First Supplemental Indenture referred to in Section 4.04 hereof;

(b) the Company's obligations with respect to the Notes concerning issuing temporary Notes, registration of such Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payment and money for security payments held in trust;

(c) the rights, powers, trusts, duties and immunities of the Trustee, and the Company's obligations in connection therewith; and

(d) this Article IV.

Subject to compliance with this Article IV, the Company may exercise its option under this Section 4.02 notwithstanding the prior exercise of its option under Section 4.03 hereof.

Section 4.03 Covenant Defeasance.

Upon the Company's exercise under Section 4.01 hereof of the option applicable to this Section 4.03, the Company shall, subject to the satisfaction of the conditions set forth in Section 4.04 hereof, be released from its obligations under the covenants (each, a "**Defeased Covenant**," and collectively, the "**Defeased Covenants**") contained in sections 4.03, 4.04, 4.05, 4.07 and 5.02 of the Base Indenture, with respect to the outstanding Notes on and after the date the conditions set forth in Section 4.04 hereof are satisfied ("**Covenant Defeasance**"), and the Notes shall thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such Defeased Covenants, but shall continue to be deemed "outstanding" for all other purposes hereunder (it being understood that the Notes shall not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to the outstanding Notes, 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 Defeased Covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such Defeased Covenant or by reason of any reference in any such Defeased Covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 6.01 of the Base Indenture, but, except as specified above, the remainder of the Base Indenture and the Notes shall be unaffected thereby. In addition, upon the Company's exercise under Section 4.01 hereof of the option applicable to this Section 4.03 hereof, subject to the satisfaction of the conditions set forth in Section 4.04 hereof, Section 6.01(4) of the Base Indenture shall not constitute an Event of Default.

Section 4.04 Conditions to Legal or Covenant Defeasance.

In order to exercise either Legal Defeasance or Covenant Defeasance under either Section 4.02 or 4.03 hereof with respect to the Notes:

(1) the Company must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders of the Notes, cash in U.S. dollars, U.S. dollar-denominated Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants, to pay the principal of, premium, if any, and interest due on the Notes on the date of maturity or redemption thereof, as the case may be, and the Company must specify whether the Notes are being defeased to maturity or to a particular redemption date;

(2) in the case of Legal Defeasance, the Company shall have delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that, subject to customary assumptions and exclusions,

(a) the Company has received from, or there has been published by, the United States Internal Revenue Service a ruling, or

(b) since the issue date of the Notes, there has been a change in the applicable U.S. federal income tax law,

in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, subject to customary assumptions and exclusions, the beneficial owners of the Notes will not recognize income, gain or loss for U.S. federal income tax purposes, as applicable, as a result of such Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Company shall have delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that, subject to customary assumptions and exclusions, the beneficial owners of the Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default (other than that resulting from any borrowing of funds to be applied to make the deposit required to effect such Legal Defeasance or Covenant Defeasance and any similar and simultaneous deposit relating to other Debt and, in each case, the granting of Liens in connection therewith) shall have occurred and be continuing on the date of such deposit;

(5) such Legal 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 (other than an Event of Default resulting from borrowing of funds to be applied to such deposit and any similar and simultaneous deposit relating to other indebtedness, and in each case, the grant of any lien securing such borrowing);

(6) the Company must deliver to the Trustee an Officers' Certificate stating that the deposit was not made by the Company with the intent of defeating, hindering, delaying or defrauding any creditors of the Company or others; and

(7) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel (which Opinion of Counsel may be subject to customary assumptions and exclusions) each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance, as the case may be, have been complied with.

Section 4.05 Deposited Money and Government Securities to be Held in Trust; Other Miscellaneous Provisions.

Subject to Section 4.06 hereof, all money and Government Securities (including the proceeds thereof) deposited with the Trustee pursuant to Section 4.04 hereof in respect of the outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of the Notes and this First Supplemental Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as Paying Agent) as the Trustee may determine, to the Holders of the Notes of all sums due and to become due thereon in respect of principal, premium, if any, and interest, but such money 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 cash or Government Securities deposited pursuant to Section 4.04 hereof or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes.

Anything in this Article IV to the contrary notwithstanding, the Trustee shall deliver or pay to the Company from time to time upon the request of the Company any money or Government Securities held by it as provided in Section 4.04 hereof which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under Section 4.04(1) hereof), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

Section 4.06 Repayment to Company.

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 Note and remaining unclaimed for two years after such principal, and premium, if any, or interest has become due and payable shall be paid to the Company on its request or (if then held by the Company) shall be discharged from such trust; and the Holder of such Note shall thereafter 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.

Section 4.07 Reinstatement.

If the Trustee or Paying Agent is unable to apply any U.S. dollars or Government Securities in accordance with Section 4.02 or 4.03 hereof, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Company's obligations under the Base Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 4.02 or 4.03 hereof until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 4.02 or 4.03 hereof, as the case may be; *provided* that, if the Company makes any payment of principal of, premium, if any, or interest on any Note following the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money held by the Trustee or Paying Agent.

ARTICLE V

Miscellaneous

Section 5.01 Relationship to Existing Base Indenture. The First Supplemental Indenture is a supplemental indenture within the meaning of the Base Indenture. The Base Indenture, as supplemented and amended by this First Supplemental Indenture, is in all respects ratified, confirmed and approved and, with respect to the Notes, the Base Indenture, as supplemented and amended by this First Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

Section 5.02 Modification of the Existing Base Indenture. Except as expressly modified by this First Supplemental Indenture, the provisions of the Base Indenture shall govern the terms and conditions of the Notes.

Section 5.03 Governing Law. This instrument shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 5.04 Counterparts. 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.

Section 5.05 Makes No Representation. The recitals contained herein are made by the Company and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the validity or sufficiency of this First Supplemental Indenture (except for its execution thereof and its certificates of authentication of the Notes).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed, and their respective corporate seals, if applicable, to be hereunto affixed and attested, all as of the day and year first written above.

CABOT CORPORATION

By: /s/ Erica McLaughlin
Name: Erica McLaughlin
Title: Senior Vice President
and Chief Financial Officer

Attest: /s/ Colleen Kern

(SEAL)

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: /s/ James W. Hall
Name: James W. Hall
Title: Vice President

Attest: /s/ Christopher Grell

THIS NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY (AS DEFINED IN THE INDENTURE) OR A NOMINEE OF THE DEPOSITORY. THIS GLOBAL SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF ANY PERSON OTHER THAN THE DEPOSITORY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND, UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE AND IN PART FOR SECURITIES IN DEFINITIVE FORM, MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITORY TO A NOMINEE OF THE DEPOSITORY, BY A NOMINEE OF THE DEPOSITORY TO THE DEPOSITORY OR ANOTHER NOMINEE OF THE DEPOSITORY OR BY THE DEPOSITORY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITORY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITORY.

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

CABOT CORPORATION

5.000% Notes due 2032

No. __

CUSIP No. 127055 AM3
ISIN No. US127055AM33

$_____

Cabot Corporation, a corporation duly incorporated and subsisting under the laws of the State of Delaware (herein called the "**Company**", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of _____ MILLION U.S. Dollars (U.S. $ _____) on June 30, 2032 and to pay interest thereon from June 22, 2022 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on June 30 and December 30 in each year, commencing December 30, 2022, at the rate of 5.000% per annum, until the principal hereof is paid or made available for payment.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be the June 15 or December 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such regular record date and may either be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a special record date for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to Holders of Notes of this series not less than five days prior to such special record date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture.

Payment of the principal of (and premium, if any) and interest on this Note shall be made at the office or agency of the Trustee maintained for that purpose in New York, New York, in such currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; *provided*, *however*, for so long as the Notes are represented in global form by one or more Global Securities, all payments of principal (and premium, if any) and interest shall be made by wire transfer of immediately available funds to the Depository or its nominee, as the case may be, as the registered owner of the Global Security representing such Notes. In the event that definitive Notes shall have been issued, all payments of principal (and premium, if any) and interest shall be made by wire transfer of immediately available funds to the accounts of the registered Holders thereof; *provided* that the Company may at its option pay interest by check to the registered address of each Holder of a definitive Note.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

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

CABOT CORPORATION

By: _____
Name:
Title:

[Seal]

By: _____
Name:
Title:

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

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Name:
Title:

[Form of Reverse of 2032 Note]

This Note is one of a duly authorized issue of securities of the Company (the "**Notes**"), issued and to be issued in one or more series under an Indenture, dated as of June 22, 2022 (the "**Base Indenture**", which term shall have the meaning assigned to it in such instrument), as supplemented by a First Supplemental Indenture, dated as of June 22, 2022 (the "**First Supplemental Indenture**", and, together with the Base Indenture, the "**Indenture**"), between the Company and U.S. Bank Trust Company, National Association, as Trustee (the "**Trustee**", which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, obligations, duties and immunities thereunder of the Company, the Trustee and the Holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered. This Note is one of the series designated on the face hereof, initially limited in aggregate principal amount to $400,000,000. The Company may at any time issue additional securities under the Indenture in unlimited amounts having the same terms as the Notes (except that if such additional securities are not treated as fungible with the Notes for U.S. federal income tax purposes, the additional securities will be assigned a different CUSIP and/or ISIN number or other identification number) so that such additional securities shall be consolidated with the Notes, including for purposes of voting and redemption; *provided* that no additional securities of a series may be issued if an Event of Default has occurred and is continuing with respect to such series of securities. Any such additional securities shall, together with the outstanding Notes, constitute a single series of debt securities under the Indenture.

Prior to March 30, 2032 (3 months prior to the Maturity Date) (the "**Par Call Date**"), the Notes of this series are subject to redemption, at the option of the Company, in whole or in part, at any time and from time to time, upon not less than 10 nor more than 60 days' prior notice mailed (or delivered by electronic transmission in accordance with the applicable procedures of DTC) to each Holder of Notes to be redeemed at his address as it appears in the register, at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of (1) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the notes matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below), plus 35 basis points; *less* (b) interest accrued to the date of redemption and (2) 100% of the principal amount of the Notes to be redeemed, *plus*, in either case, accrued and unpaid interest thereon to, but excluding, the Redemption Date.

On or after the Par Call Date, the Notes of this series are subject to redemption, at the option of the Company, in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of the Notes being redeemed, plus accrued and unpaid interest thereon, if any, to, but excluding, the Redemption Date.

"**Treasury Rate**" means, with respect to any redemption date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily)—H.15" (or any successor designation or publication) ("**H.15**") under the caption "U.S. government securities–Treasury constant maturities–Nominal" (or any successor caption or heading). In determining the Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the "**Remaining Life**"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the redemption date.

If on the third Business Day preceding the Redemption Date H.15 or any successor designation or publication is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such redemption date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company's actions and determinations in determining the Redemption Price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the procedures of DTC) at least 10 days but not more than 60 days before the Redemption Date to each Holder of Notes to be redeemed.

In the case of a partial redemption, selection of the Notes for redemption will be made pro rata, by lot or by such other method as the Trustee in its sole discretion deems appropriate and fair. No Notes of a principal amount of $2,000 or less will be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption that relates to the note will state the portion of the principal amount of the note to be redeemed. A new Note in a principal amount equal to the unredeemed portion of the note will be issued in the name of the Holder of the Note upon surrender for cancellation of the original Note. For so long as the notes are held by DTC (or another depositary), the redemption of the Notes shall be done in accordance with the policies and procedures of the depositary.

On and after any Redemption Date, interest will cease to accrue on the Notes called for redemption. Prior to any Redemption Date, the Company shall deposit with the Paying Agent money sufficient to pay the Redemption Price of and accrued interest, if any, on the Notes to be redeemed on such date. If the Company is redeeming less than all of the Notes, the Trustee shall select the Notes to be redeemed by such method as the Trustee deems fair and appropriate in accordance with methods generally used at the time of selection by fiduciaries in similar circumstances.

Any redemption may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, the completion or occurrence of a related transaction or event, as the case may be, and any notice of redemption made in connection with a related transaction or event may, at the Company's discretion, be given prior to the completion or the occurrence thereof. If such redemption is subject to satisfaction of one or more conditions precedent, such notice will describe each such condition, and if applicable, will state that (a) the redemption date may be delayed, at our discretion, until such time (including more than 60 days after the date the notice of redemption was mailed or delivered, including by electronic transmission) as any or all such conditions are satisfied (or waived by us in our sole discretion), (b) such redemption may not occur and such notice may be rescinded in the event that any or all such conditions are not satisfied (or waived by us in our sole discretion) by the redemption date, or by the redemption date as so delayed, and/or (c) such notice may be rescinded at any time in our discretion if in our good faith judgment any or all of such conditions will not be satisfied. If any such condition precedent has not been satisfied, we shall provide written notice prior to the redemption date. Upon receipt of such notice, the notice of redemption shall be rescinded or delayed, and the redemption of the notes shall be rescinded or delayed as provided in such notice.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Note and certain restrictive covenants and Events of Default with respect to this Note, in each case upon compliance with certain conditions set forth in the Indenture.

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

Subject to certain exceptions, the Indenture or the Notes of any series thereunder may be amended or supplemented pursuant to Article Nine of the Base Indenture.

The Holder of this Note may pursue a remedy with respect to the Indenture or this Note only as provided in Section 6.06 of the Base Indenture. The foregoing shall not apply to any suit instituted by the Holder of this Note for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

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

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note is registrable in the Registrar's books, upon surrender of this Note for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Note are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Registrar duly executed by, the Holder hereof or the Holder's attorney duly authorized in writing, and thereupon one or more new Notes of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes of this series are issuable only in registered form in denominations of $2,000 and any integral multiple of $1,000 thereof. As provided in the Indenture and subject to certain limitations therein set forth, the Notes of this series are exchangeable for a like aggregate principal amount of Notes of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made to a Holder for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

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

All terms used in this Note which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Exhibit 5.1

ROPES & GRAY LLP
PRUDENTIAL TOWER
800 BOYLSTON STREET
BOSTON, MA 02199-3600
WWW.ROPESGRAY.COM

June 22, 2022

Cabot Corporation
Two Seaport Lane, Suite 1400
Boston, MA 02210
Re: Registration Statement on Form S-3ASR (Registration No. 333-236374)

Ladies and Gentlemen:

We have acted as counsel to Cabot Corporation, a Delaware corporation (the "Company"), in connection with its issuance and sale of $400 million aggregate principal amount of 5.000% senior notes due 2032 (the "Notes") pursuant to the above-referenced automatically effective shelf registration statement (the "Registration Statement"), filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), on February 11, 2020. The Notes were issued under an Indenture (the "Base Indenture"), as supplemented by a First Supplemental Indenture (the "First Supplemental Indenture," and together with the Base Indenture, the "Indenture"), each dated as of June 22, 2022, by and between the Company and U.S. Bank Trust Company, National Association, as trustee (the "Trustee").

In connection with this opinion letter, we have examined the Registration Statement and the Base Indenture, the form of which had been filed with the Commission as an exhibit to the Registration Statement, and the First Supplemental Indenture. We have also examined such certificates, documents and records and have made such investigation of fact and such examination of law as we have deemed appropriate in order to enable us to render the opinions set forth herein. In conducting such investigation, we have relied, without independent verification, upon certificates of officers of the Company, public officials and other appropriate persons. In rendering the opinion set forth below, we have assumed that the Indenture is a valid and binding obligation of the Trustee.

The opinions expressed herein are limited to matters governed by the laws of the State of New York and the Delaware General Corporation Law.

Based upon and subject to the foregoing and the qualifications and limitations set forth below, we are of the opinion that, assuming when the Notes have been duly authenticated by the Trustee in accordance with the provisions of the Indenture and have been delivered against receipt of payment therefor, the Notes constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

Our opinions set forth above are subject to (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and similar laws affecting the rights and remedies of creditors generally and (ii) general principles of equity. Our opinions are also subject to the qualification that the enforceability of provisions in the Indenture providing for indemnification or contribution, broadly worded waivers, waivers of

rights to damages or defenses, waivers of unknown or future claims, and waivers of statutory, regulatory or constitutional rights may be limited on public policy or statutory grounds. In addition, we express no opinion with respect to the enforceability of rights to receive prepayment premiums or the unaccrued portion of original issue discount upon acceleration of the Notes, in each case to the extent determined to be unreasonable or to constitute unmatured interest.

We hereby consent to the incorporation of this opinion letter as an exhibit to the Registration Statement and to the use of our name (i) under the caption "Validity of Debt Securities" in the Registration Statement and (ii) under the caption "Validity of Notes" in the prospectus supplement relating to the Notes. By giving the foregoing consent, we do not admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Ropes & Gray LLP

Ropes & Gray LLP