As filed with the Securities and Exchange Commission on September 21, 2009

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

FORM S-3

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

CABOT CORPORATION

(Exact name of registrant as specified in its charter)

Delaware	04-2271897
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

Two Seaport Lane, Suite 1300, Boston, Massachusetts 02210
(617) 345-0100
(Address, including zip code and telephone number, including area code, of registrant's principal executive offices)

Brian A. Berube, Esq.
Vice President and General Counsel
Cabot Corporation
Two Seaport Lane, Suite 1300
Boston, Massachusetts 02210
(617) 345-0100
(Name, address, including zip code, and telephone number, including area code, of agent for service)

With copies to:
Keith F. Higgins
Ropes & Gray LLP
One International Place
Boston, Massachusetts 02110
Telephone: (617) 951-7000
Fax: (617) 951-7050

Approximate Date of Commencement of Proposed Sale of the Securities to the Public:

From time to time after the effective date of this Registration Statement.

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

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. ☒

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☒

If this form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☐

*Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒	Accelerated filer ☐
Non-accelerated filer ☐	Smaller reporting company ☐

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per unit	Proposed maximum aggregate offering price	Amount of registration fee
Debt Securities	(1)	(1)	(1)	(2)

(1) An indeterminate aggregate initial offering price and amount of debt securities is being registered as may from time to time be offered at indeterminate prices.

(2) In accordance with Rules 456(b) and 457(r) under the Securities Act, the registrant is deferring payment of all of the registration fee.

Prospectus

Debt Securities

Cabot Corporation ("Cabot" and, together with its consolidated subsidiaries, the "Company") may offer from time to time in one or more series unsecured debt securities ("Debt Securities") in amounts, at prices and on other terms to be determined at the time of offering. The Debt Securities may be offered in separate series in amounts, at prices and on terms to be set forth in one or more supplements to this Prospectus (each a "Prospectus Supplement"). You should rely only on the information contained in or incorporated by reference in this Prospectus. We have not authorized anyone to provide you with different information. We are not making an offer of these securities in any state where the offer is not permitted. You should not assume that the information contained in or incorporated by reference in this Prospectus is accurate as of any date other than the date on the front of this Prospectus. Unless stated otherwise or the context otherwise requires, the terms "Cabot," "we," "us," and "our" refer to Cabot Corporation, a corporation organized under the laws of Delaware and its subsidiaries.

The specific terms of the Debt Securities for which this Prospectus is being delivered (the "Offered Securities") will be set forth in the applicable Prospectus Supplement and will include, where applicable, the specific title, aggregate principal amount, ranking, currency, form (which may be registered or bearer, or certificated or global), authorized denominations, maturity, rate (or manner of calculation thereof) and time of payment of interest, terms for redemption at the option of Cabot or repayment at the option of the holder, terms for sinking fund payments, covenants and any initial public offering price.

The applicable Prospectus Supplement will also contain information, where appropriate, about certain United States federal income tax considerations relating to, and any listing on a securities exchange of, the Debt Securities covered by such Prospectus Supplement.

The Debt Securities may be offered directly, through agents designated from time to time by Cabot or to or through underwriters or dealers. If any agents or underwriters are involved in the sale of any of the securities, their names, and any applicable purchase price, fee, commission or discount arrangement between or among them, will be set forth, or will be calculable from the information set forth, in an accompanying Prospectus Supplement. See "Plan of Distribution." Except as otherwise permitted by law, no Debt Securities may be sold without delivery of a Prospectus Supplement describing the method and terms of the offering of such Debt Securities.

Investing in the Debt Securities involves certain risks. See "Item 1A-Risk Factors" in Cabot's most recent Annual Report on Form 10-K incorporated by reference in this Prospectus, and in any Quarterly Report on Form 10-Q or applicable Prospectus Supplement, for a discussion of the factors you should carefully consider before deciding to purchase these Debt Securities.

The address of the Company's principal executive offices is Two Seaport Lane, Suite 1300, Boston, Massachusetts 02210 and the telephone number at the Company's principal executive offices is (617) 345-0100.

These Debt Securities have not been approved or disapproved by the Securities and Exchange Commission nor has the Securities and Exchange Commission passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this Prospectus is September 21, 2009

AVAILABLE INFORMATION

Cabot is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements and other information with the Securities and Exchange Commission (the "SEC" or the "Commission"). Such reports, proxy statements and other information filed by the Company can be inspected and copied at the Public Reading Room maintained by the Commission at 100 F Street, N.E., Washington, D.C. 20549. Copies of such materials can be obtained upon written request from the Public Reading Room of the Commission at 100 F Street, N.E., Washington, D.C. 20549, at prescribed rates, by calling the Commission at (800) 732-0330.

Cabot files information electronically with the Commission, and the Commission maintains a website that contains reports, proxy and information statements and other information regarding registrants (including the Company) that file electronically with the Commission. The address of the Commission's website is http://www.sec.gov.

Cabot has filed with the Commission a Registration Statement on Form S-3 under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the Debt Securities. This Prospectus, which constitutes a part of the Registration Statement, does not contain all of the information set forth in the Registration Statement and the exhibits and financial schedules thereto, certain parts of which are omitted in accordance with the rules and regulations of the Commission. The Registration Statement, including exhibits thereto, may be inspected and copied at the locations described above. Statements contained in this Prospectus as to the contents of any document referred to are not necessarily complete, and in each instance reference is made to the copy of such document filed as an exhibit to the Registration Statement, each such statement being qualified in all respects by such reference.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents previously filed by Cabot with the Commission pursuant to the Exchange Act are incorporated in this Prospectus by reference:

- Cabot's Annual Report on Form 10-K for the fiscal year ended September 30, 2008.
- Cabot's Quarterly Reports on Form 10-Q for the fiscal quarters ended December 31, 2008, March 31, 2009 and June 30, 2009.
- Cabot's Proxy Statement on Scheduled 14A filed on January 28, 2009 and Definitive Additional Materials on Schedule 14A filed on February 27, 2009.
- Cabot's Current Reports on Form 8-K filed on November 19, 2008, December 11, 2008, January 20, 2009, January 29, 2009 (Film No. 09553982 only), March 18, 2009, September 9, 2009 and September 16, 2009.

All documents filed by Cabot pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of this Prospectus and prior to the termination of the offering of all Debt Securities shall be deemed to be incorporated by reference in this Prospectus and to be a part hereof from the date of filing of such documents.

Any statement contained herein or in a document incorporated or deemed to be incorporated herein by reference shall be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained herein (or in an applicable Prospectus Supplement) or in any subsequently filed document that is incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed to constitute a part of this Prospectus or any Prospectus Supplement, except as so modified or superseded.

ANY PERSON RECEIVING A COPY OF THIS PROSPECTUS MAY OBTAIN, WITHOUT CHARGE, UPON WRITTEN OR ORAL REQUEST, A COPY OF ANY OF THE DOCUMENTS INCORPORATED BY REFERENCE HEREIN. WRITTEN REQUESTS SHOULD BE MAILED TO JANE A. BELL, SECRETARY, CABOT CORPORATION, TWO SEAPORT LANE, SUITE 1300, BOSTON, MASSACHUSETTS 02210. TELEPHONE REQUESTS MAY BE DIRECTED TO MS. BELL AT (617) 345-0100.

Copies of these filings are also available, without charge, at the Investor Relations section of Cabot's website at *www.cabot-corp.com*. The other contents of Cabot's website have not been, and shall not be deemed to be, incorporated by reference into this Prospectus.

FORWARD LOOKING STATEMENTS

This Prospectus, including any related Prospectus Supplement and the documents incorporated herein and therein by reference, contains "forward-looking statements" under the Federal securities laws. These forward-looking statements address expectations or projections about the future, including our expectations concerning the amount and timing of the charge to earnings we will record and the cash outlays we will make in connection with our recent restructuring initiative; the amount and timing of charges and payments associated with restructurings and cost reduction initiatives we have previously undertaken; when we expect to begin using our recently completed rubber blacks manufacturing capacity to manufacture product; the amount and timing of payments associated with environmental remediation and respirator claims; the amount of previously recorded tax benefits we expect to reverse in the fourth quarter of fiscal 2009; the outcome of pending litigation; cash requirements and uses of available cash; our ability to remain in compliance with the financial covenants in our revolving credit facility; and our ability to meet cash requirements for the foreseeable future.

Forward-looking statements are based on our current expectations, assumptions, estimates and projections about Cabot's businesses and strategies, market trends and conditions, economic conditions and other factors. These statements are not guarantees of future performance and are subject to risks, uncertainties, potentially inaccurate assumptions, and other factors, some of which are beyond our control or difficult to predict. If known or unknown risks materialize, or should underlying assumptions prove inaccurate, our actual results could differ materially from those expressed in the forward-looking statements.

In addition to factors described elsewhere in this Prospectus, factors that might cause our actual results to differ materially from those expressed in the forward-looking statements include, but are not limited to, our ability to successfully implement and achieve the expected cost savings from our organizational restructurings and cost reduction initiatives; changes in raw material costs; lower than expected demand for our products; the timely commercialization of products under development (which may be disrupted or delayed by technical difficulties, market acceptance, competitors' new products, as well as difficulties in moving from the experimental stage to the production stage); demand for our customers' products; competitors' reactions to market conditions; fluctuations in currency exchange rates; patent rights of others; stock and credit market conditions; the accuracy of the assumptions we used in establishing a reserve for our share of liability for respirator claims; and the outcome of pending litigation and environmental proceedings; as well as the other factors and risks discussed in Cabot's most recent annual report on Form 10-K.

We undertake no obligation to publicly update forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law. Investors are advised, however, to consult any further disclosures we make on related subjects in future 10-K, 10-Q and 8-K reports filed with the Securities and Exchange Commission.

THE COMPANY

Cabot's business was founded in 1882 and incorporated in the State of Delaware in 1960. Cabot is a global specialty chemicals and performance materials company headquartered in Boston, Massachusetts. Our principal products are rubber and specialty grade carbon blacks, inkjet colorants, fumed metal oxides, aerogels, tantalum and related products, and cesium formate drilling fluids. Cabot and its affiliates have manufacturing facilities and operations in the United States and approximately 20 other countries.

Our strategy is to deliver earnings growth through leadership in performance materials. We intend to achieve this goal by focusing on margin improvement, capacity expansion and emerging market growth, developing new products and businesses and actively managing our portfolio of businesses.

Our products are generally based on technical expertise and innovation in one or more of our three core competencies: making and handling very fine particles; modifying the surfaces of very fine particles to alter their functionality; and designing particles to impart specific properties to a composite. We focus on creating particles with the composition, morphology, surface functionalities and formulations to support existing and emerging applications.

During the third quarter of fiscal 2008, we changed our business and regional organizational structure. Under the new organizational structure, we are organized into four business segments: the Core Segment, which is further disaggregated for financial reporting purposes into the Rubber Blacks and the Supermetals Businesses, the Performance Segment, the New Business Segment and the Specialty Fluids Segment. Under the new regional structure, we are organized into three geographic regions: The Americas, which includes North and South America; Europe, Middle East and Africa ("EMEA"); and Asia Pacific, including China.

USE OF PROCEEDS

Unless otherwise described in the applicable Prospectus Supplement, the Company intends to use the net proceeds from the sale of the Debt Securities for general corporate purposes, which may include the repayment of outstanding debt. Pending such uses, the proceeds may be invested temporarily in short-term securities.

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our consolidated ratio of earnings to fixed charges and preferred stock dividends for the periods listed below:

	Nine months ended June 30, 2009	Nine months ended June 30, 2008	Fiscal year ended September 30, 2008	Fiscal year ended September 30, 2007	Fiscal year ended September 30, 2006	Fiscal year ended September 30, 2005	Fiscal year ended September 30, 2004
Ratio of Earnings to Fixed Charges and Preferred Stock Dividends[1]	N/A[2]	3.6x	3.2x	5.0x	3.7x	N/A[3]	5.6x

(1) Earnings to fixed charges is calculated as follows: the sum of (i) earnings, defined as (loss) income from continuing operations plus dividends received from equity affiliates and (ii) fixed charges, defined as the sum of interest on indebtedness, implied interest on rental payments, and preferred stock dividends, divided by fixed charges.

(2) The earnings to fixed charges ratio is negative because of the earnings loss. The total dollar amount of the deficiency is $92 million.

(3) The earnings to fixed charges ratio is negative because of the earnings loss. The total dollar amount of the deficiency is $92 million.

DESCRIPTION OF DEBT SECURITIES

The Debt Securities will be issued under an Indenture (as amended or supplemented from time to time, the "Indenture") which will be entered into between us and U.S. Bank National Association, as trustee (the "Trustee"), a form of which is attached as an exhibit to the registration statement which contains this prospectus. The Indenture is subject to, and governed by, the Trust Indenture Act of 1939, as amended. The following summary of certain provisions of the Debt Securities and the Indenture does not purport to be complete and is qualified in its entirety by reference to the actual provisions of the Debt Securities and the Indenture. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture. The following sets forth certain general terms and provision of the Debt Securities to which any Prospectus Supplement may relate. The particular terms of the Debt Securities offered by any Prospectus Supplement, which we refer to as the Offered Securities, and the extent, if any, to which such general provisions may apply to the Debt Securities so offered, will be described in the Prospectus Supplement relating to such Offered Securities.

General

Reference is made to the Prospectus Supplement for the following terms of the Offered Securities: (1) the aggregate principal amount of the Offered Securities; (2) the percentage of their principal amount at which the Offered Securities will be issued, if issued at a discount from their principal amount; (3) the date on which the Offered Securities will mature; (4) the rate or rates (which may be fixed or variable) per annum at which the Offered Securities will bear interest, if any, or the method by which such interest rates will be determined; (5) the times at which such interest, if any, will be payable; (6) the date, if any, after which the Offered Securities may be redeemed at the option of Cabot or the Holder (as defined in the Indenture) and the redemption price; (7) the terms of any redemption, whether mandatory or optional; (8) the denominations in which the Offered Securities are authorized to be issued; (9) if other than U.S. dollars, the currency (including composite currencies) in which payment of principal of (and premium if any) and interest (if any) on such Offered Securities shall be payable; and (10) any other terms of the Offered Securities not inconsistent with the provisions of the Indenture.

Except as otherwise provided in the Prospectus Supplement, the Offered Securities will be issued in fully registered form only, in denominations set forth in the Prospectus Supplement, and may be transferred or exchanged upon payment of a fee, if applicable, to cover any tax or other governmental charge in connection therewith (Section 2.07 of the Indenture). Except as otherwise provided in the Prospectus Supplement principal, premium (if any) and interest (if any) will be payable, and the Offered Securities may be exchanged or transferred, at the principal office of the Trustee in New York, New York, or at a paying agency maintained by Cabot, except that, at Cabot's option, interest may be paid by its check mailed to the registered Holders of the Offered Securities (Sections 2.04 and 4.02 of the Indenture).

The Indenture provides that, in addition to any Debt Securities offered hereby, additional debt securities may be issued thereunder, without limitation as to the aggregate principal amount. The Indenture does not limit the incurrence by the Company or subsidiaries of other unsecured debt and does not limit the incurrence of secured debt by subsidiaries of Cabot which are not Restricted Subsidiaries (as defined below).

Permanent Global Securities

If any Debt Securities of a series are issuable in permanent global form, the Prospectus Supplement relating thereto will describe the circumstances, if any, under which beneficial owners of interests in any such permanent global Debt Security may exchange such interests for Debt Securities of such series and like tenor of any authorized form and denomination. A person having a beneficial interest in a permanent global Debt Security will, except with respect to payment of premium (if any) and interest (if any) on such permanent global Debt Security, be treated as a holder of such principal amount of outstanding Debt Securities represented by such permanent global Debt Security as shall be specified in a written statement of the Holder of such permanent global Debt Security. Principal of and premium (if any) and interest (if any) on a permanent global Debt Security will be payable in the manner described in the Prospectus Supplement relating thereto.

Certain Defined Terms

The following terms are defined in more detail in Section 4.01 of the Indenture:

"Consolidated Net Tangible Assets" means total assets of Cabot and its Restricted Subsidiaries less (1) total current liabilities (excluding long-term debt due within 12 months), (2) certain intangibles and (3) equity in and net advances to subsidiaries that are not Restricted Subsidiaries.

"Debt" means any debt for money borrowed and any guarantees of such debt but excludes non-recourse debt for money borrowed incurred (1) to develop or exploit oil, gas, or other mineral property and (2) to develop electrical generating facilities.

"Exempted Debt" means the total of the following incurred after the effective date of the Indenture: (1) the outstanding principal amount of Debt of Cabot and its Restricted Subsidiaries secured by any Lien other than a Lien permitted under clauses (1) through (9) below under the subcaption "Limitations on Liens," and (2) the aggregate present value of rent due under leases of Cabot and its Restricted Subsidiaries for the remaining term of such leases, other than rent arising from a permitted Sale-Leaseback Transaction described in clauses (1) through (4) below under the subcaption "Limitation on Sale and Leaseback."

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

"Principal Property" means (1) real property, plants or buildings located in the United States owned or leased by Cabot or a Restricted Subsidiary with a gross book value, excluding depreciation, in excess of 2% of Consolidated Net Tangible Assets, (2) majority working interests in oil and gas properties located in the United States owned by Cabot or a Restricted Subsidiary which are classified by Cabot or such Restricted Subsidiary as capable of producing commercial quantities from existing production, gathering and transporting facilities and (3) any other property designated as such.

"Restricted Property" means Principal Property and Debt or stock of a Restricted Subsidiary.

"Restricted Subsidiary" means a Subsidiary the assets of which are primarily located in, or the business of which is primarily carried on in, the United States (except Cabot's subsidiaries engaged in the liquefied natural gas business), that is not engaged in certain businesses of finance, real estate or insurance, and any Subsidiary that may be designated in the future as a Restricted Subsidiary by Cabot's Board of Directors.

"Sale-Leaseback Transaction" means an arrangement pursuant to which Cabot or a Restricted Subsidiary transfers Principal Property to a third person and leases it back from such person.

Certain Covenants

Unless otherwise provided in the Prospectus Supplement, the following covenants of Cabot described under this caption are applicable to Debt Securities of all series issued under the Indenture. The covenants in the Indenture apply to Cabot and its Restricted Subsidiaries.

Limitation on Liens. Cabot may not, and may not permit any Restricted Subsidiary to, incur a Lien on Restricted Property to secure a Debt without making effective provision to secure the Debt Securities equally and ratably with such Debt unless: (1) the Lien is on property, Debt or stock of a corporation at the time the corporation becomes a Restricted Subsidiary; (2) the Lien is on such property at the time Cabot or a Restricted Subsidiary acquires or leases such property; (3) the Lien secures Debt incurred to finance all or some of the purchase price or cost of construction or improvement of property of Cabot or a Restricted Subsidiary (including substantially unimproved real property of Cabot or a Restricted Subsidiary); (4) the Lien secures a Debt of a Restricted Subsidiary owing to Cabot 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 Cabot or a Restricted Subsidiary;

(6) the Lien is on property of a person at the time the person transfers or leases all or substantially all of its assets to Cabot 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 the Lien; (8) the Lien extends, renews, refunds or replaces in whole or in part a Lien referred to in clauses (1) through (7) above; or (9) the Lien is on oil, gas or other mineral property or on products or by-products produced or extracted from that property to secure non-recourse Debt or is on any electrical generating facility to secure non-recourse debt. Notwithstanding the above provisions, Cabot or any Restricted Subsidiary may, without equally and ratably securing the Debt Securities, grant a Lien securing Debt which would otherwise be prohibited by the limitations described above if, at the time of granting such Lien and after giving effect to any Debt secured by such Lien, Exempted Debt does not exceed 10% of Consolidated Net Tangible Assets (Section 4.03 of the Indenture).

Limitation on Sale and Leaseback. Cabot may not and may 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 Cabot and a Restricted Subsidiary or between Restricted Subsidiaries; (3) Cabot or the Restricted Subsidiary, pursuant to clause (3) or (7) contained under the subcaption “Limitation on Liens” above, could create a Lien on the Property to secure Debt; or (4) Cabot or a Restricted Subsidiary receiving the proceeds from such Sale-Leaseback Transaction, within 180 days after it is consummated, applies, or commits to apply, the proceeds or, if greater, the fair market value of the property as determined by Cabot’s Board of Directors, to (a) the acquisition of Restricted Property, including the acquisition, construction, development or improvement of Principal Property, or (b) if permitted by the terms thereof, the redemption of securities of any series under the redemption provisions of the Indenture and such securities or the retirement or redemption of other Long-Term Debt of Cabot or a Restricted Subsidiary. However, no credit may be received for (i) the retirement of other Long-Term Debt at maturity or the redemption of securities or other Long-Term Debt pursuant to any mandatory redemption provision, or (ii) the retirement or redemption of any Long-Term Debt that is subordinated or junior to the securities or owed by Cabot to a Restricted Subsidiary. Notwithstanding the above prohibitions, Cabot or any Restricted Subsidiary may enter into a Sale-Leaseback Transaction if, at the time of entering into the transaction and after giving effect to it, Exempted Debt does not exceed 10% of Consolidated Net Tangible Assets (Section 4.04 of the Indenture).

Limitation on Sale or Transfer of Restricted Property. Cabot may not, and it may not permit any Restricted Subsidiary to, sell any Restricted Property to an Unrestricted Subsidiary unless it applies, or commits to apply, an amount equal to the fair market value of such Restricted Property at the time of such sale or transfer, as determined by the Board of Directors of Cabot, within 18 months after the effective date of the transaction, to (a) the acquisition of Restricted Property, including the acquisition, construction, development or improvement of Principal Property, or (b) if permitted by the terms thereof, the redemption of securities of any series under the redemption provisions of the Indenture and such securities or the retirement or redemption of other Long-Term Debt of Cabot or a Restricted Subsidiary. However, no credit may be received for (i) the retirement of other Long-Term Debt at maturity or the redemption of securities or other Long-Term Debt pursuant to any mandatory redemption provision, or (ii) the retirement or redemption of any Long-Term Debt that is subordinated or junior to the securities or owed by Cabot to a Restricted Subsidiary. (Section 4.05 of the Indenture).

Consolidation, Merger or Sale of Assets

Cabot may not consolidate with or merge into, or transfer all or substantially all of its assets to, another corporation unless (i) the successor corporation assumes all of the obligations of Cabot under the Indenture and Debt Securities, (ii) immediately after giving effect to the transaction, no Default would occur and be continuing, and (iii) the surviving corporation is organized under the laws of the United States or any State (the term Default includes Events of Default specified below with grace periods). Thereafter all such obligations of Cabot terminate (Section 5.01 of the Indenture).

If upon any such consolidation, merger or transfer, any Principal Property would become subject to an attaching Lien that secures Debt, then prior to such event Cabot must secure the Debt Securities by a direct Lien on such Principal Property. The direct Lien may equally and ratably secure the Debt Securities and any other obligation of Cabot or a Subsidiary entitled to such security. However, Cabot need not so secure the Debt Securities if (1) the attaching Lien is permitted under any of clauses (1) through (9) described under the subcaption "Limitation on Liens," or (2) Cabot or a Restricted Subsidiary could incur Debt secured by a Lien otherwise subject to the limitations described under the subcaption "Limitation on Liens," because after giving effect to such Debt, Exempted Debt would not exceed 10% of Consolidated Net Tangible Assets (Section 5.02 of the Indenture).

Events of Default and Notice Thereof

The following are defined in the Indenture as "Events of Default" with respect to any series of Debt Securities then outstanding: failure to pay interest when due on such series, continued for thirty days; failure to pay principal (other than a sinking fund payment) or any premium when due on such series; failure to make any sinking fund payment when due on such series, continued for 10 days; failure to comply with any of Cabot's other agreements in the Indenture or Debt Securities for 90 days after notice by the Trustee or Holders of at least 25% in principal amount of Debt Securities of such series then outstanding; default by Cabot or a Restricted Subsidiary under an agreement for money borrowed (including the Indenture) in excess of $25,000,000 resulting in the acceleration of the due date of such debt, if not cured; and certain events of bankruptcy or insolvency of Cabot (Section 6.01 of the Indenture). If an Event of Default occurs and is continuing with respect to any series of Debt Securities, the Trustee or the Holders owning at least 25% in principal amount of the Debt Securities of such series then outstanding may declare the principal of and accrued interest on the Debt Securities of the respective series (or, if any of the Debt Securities of that series are original issue discount Debt Securities, such portion of the principal amount of such Debt Securities as may be specified in the terms thereof) to be due and payable immediately, but the Holders of a majority in principal amount of such series of Debt Securities then outstanding may, subject to certain conditions, rescind such declaration if the default is cured (Section 6.02 of the Indenture).

The Indenture provides that, with respect to each series, the Trustee shall, within 90 days after the occurrence of a Default known to it, give Holders of the Debt Securities notice of Default; however, the Trustee may withhold from Holders of the Debt Securities notice of any continuing Default (except a Default in the payment of principal, interest or premium, if any) if it determines that withholding notice is in their interest (Section 7.05 of the Indenture).

Holders of the Debt Securities of any series may not enforce the Indenture or the Debt Securities of such series except as provided in the Indenture. The Trustee may require indemnity satisfactory to it from the Holders requesting the Trustee to enforce the Indenture or Debt Securities before doing so (Section 6.06 of the Indenture). With respect to any series, Holders owning a majority in principal amount of the Debt Securities of that series then outstanding may waive existing past Events of Default with respect to such series except a default in the payment of principal, premium, if any, or interest on any of the Debt Securities of such series (Section 6.04 of the Indenture). Holders of a majority in principal amount of the Debt Securities of a series then outstanding shall have the right, subject to certain limitations, to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee with respect to that series (Section 6.05 of the Indenture).

The Indenture provides that Cabot must file annually with the Trustee a statement regarding compliance with the terms of the Indenture with respect to each series outstanding and specifying any default of which the signers may have knowledge (Section 4.07 of the Indenture).

Modification of the Indenture

The Indenture provides that Cabot and the Trustee may amend or supplement the Indenture for various purposes not inconsistent with the terms of the Indenture, but none of such changes may adversely affect the rights of any Holder. The Indenture further provides that Cabot and the Trustee may, with the consent of Holders of at least 66 2/3% in principal amount of the Debt Securities of a series then outstanding, amend the Indenture with respect to that series, except that no amendment may, without the consent of each Holder affected, (i) reduce the aforesaid percentage below 66 2/3%, (ii) modify the terms of payment of principal of, premium, if any, or interest on any Debt Security or (iii) waive a default in the payment of the principal of, premium, if any, or interest on any Debt Security (Article 9 of the Indenture).

Defeasance

The Indenture provides that Cabot, at its option, may terminate all of its obligations under the Debt Securities of any or all series and under the Indenture with respect to such series (except for certain obligations regarding the transfer and exchange of such Debt Securities, the obligation to pay amounts due under such Debt Securities and certain obligations relating to the Trustee) if Cabot (i) irrevocably deposits in trust with the Trustee money or direct obligations of the United States of America sufficient to pay all principal of (including any mandatory sinking funds payments) and interest and premium, if any, on such Debt Securities to maturity or redemption.

Trustee

The Trustee may resign or be removed with respect to one or more series of Debt Securities and a successor Trustee may be appointed to act with respect to such one or more series (Section 7.08 of the Indenture).

Concerning the Trustee

U.S. Bank National Association is the trustee under the Indenture. We may, from time to time, borrow from or maintain deposit accounts and conduct other banking transactions with U.S. Bank National Association or its affiliates in the ordinary course of business.

Governing law

The Indenture and the Debt Securities will be governed by and construed in accordance with the laws of the State of New York.

PLAN OF DISTRIBUTION

The Company may sell Debt Securities to or through one or more underwriters or dealers for public offering and sale by or through them, directly to one or more individual, institutional or other purchasers, through agents or through any combination of these methods of sale. The distribution of the Debt Securities may be effected from time to time in one or more transactions at a fixed price or prices, which may be changed, at market prices prevailing at the time of sale or at prices related to such prevailing market prices, or at negotiated prices (any of which may represent a discount from the prevailing market prices).

In connection with the sale of Debt Securities, underwriters or agents may receive compensation from the Company or from purchasers of Debt Securities, for whom they may act as agents, in the form of discounts, concessions, or commissions. Underwriters may sell Debt Securities to or through dealers, and such dealers may receive compensation in the form of discounts, concessions, or commissions from the underwriters and/or commissions from the purchasers for whom they may act as agents. Underwriters, dealers, and agents that participate in the distribution of Debt Securities may be deemed to be underwriters, and any discounts or

commissions they receive from the Company, and any profit on the resale of Debt Securities they realize may be deemed to be underwriting discounts and commissions, under the Securities Act. Any such underwriter or agent will be identified, and any such compensation received from the Company will be described, in the applicable Prospectus Supplement.

Unless otherwise specified in the related Prospectus Supplement, each series of Debt Securities will be a new issue with no established trading market. The Company may elect to list any series of Debt Securities on an exchange, but is not obligated to do so. It is possible that one or more underwriters may make a market in a series of Debt Securities, but will not be obligated to do so and may discontinue any market making at any time without notice. Therefore, no assurance can be given as to the liquidity of, or the trading market for, the Debt Securities.

Under agreements into which the Company may enter, underwriters will be, and dealers and agents who participate in the distribution of Debt Securities may be, entitled to indemnification by the Company against certain liabilities, including liabilities under the Securities Act.

Underwriters, dealers and agents may engage in transactions with, or perform services for, the Company in the ordinary course of business.

If so indicated in the applicable Prospectus Supplement, the Company will authorize dealers or other persons acting as the Company's agents to solicit offers by certain institutions to purchase Debt Securities from the Company at the public offering price set forth in such Prospectus Supplement pursuant to delayed delivery contracts ("Contracts") providing for payment and delivery on the date or dates stated in such Prospectus Supplement. Each Contract will be for an amount no less than, and the aggregate principal amounts of Debt Securities sold pursuant to Contracts shall be not less nor more than, the respective amounts stated in the applicable Prospectus Supplement. Institutions with whom Contracts, when authorized, may be made include commercial and savings banks, insurance companies, pension funds, investment companies, educational and charitable institutions and other institutions, but will in all cases be subject to the approval of the Company. Contracts will not be subject to any conditions except (i) the purchase by an institution of the Debt Securities covered by its Contracts shall not at the time of delivery be prohibited under the laws of any jurisdiction in the United States to which such institution is subject, and (ii) if Debt Securities are being sold to underwriters, the Company shall have sold to such underwriters the total principal amount of the Debt Securities less the principal amount thereof covered by the Contracts. If in conjunction with the sale of Debt Securities to institutions under Contracts, Debt Securities are also being sold to the public, the consummation of the sale under the Contracts shall occur simultaneously with the consummation of the sale to the public. The underwriters and such other agents will not have any responsibility in respect of the validity or performance of such Contracts.

In order to comply with the securities laws of certain states, if applicable, the Debt Securities offered hereby will be sold in such jurisdictions only through registered or licensed brokers or dealers. In addition, in certain states Debt Securities may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

Under applicable rules and regulations under the Exchange Act, any person engaged in the distribution of the Debt Securities offered hereby may not simultaneously engage in market making activities with respect to the Debt Securities for a period of two business days prior to the commencement of such distribution.

VALIDITY OF DEBT SECURITIES

The validity of the Debt Securities will be passed upon for the Company by Ropes & Gray LLP.

EXPERTS

The consolidated balance sheets as of September 30, 2008 and 2007, and the consolidated statements of operation, changes in stockholders' equity and cash flows for the two years in the period ended September 30, 2008, of Cabot Corporation, as well as the retrospective adjustments to the 2006 financial statement segment disclosures and management's report on the effectiveness of internal control over financial reporting as of September 30, 2008, included in the Annual Report on Form 10-K filed on December 1, 2008, and incorporated by reference in this prospectus, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, incorporated by reference herein and elsewhere in the Registration Statement (which reports (1) express an unqualified opinion on the financial statements and includes an explanatory paragraph relating to the Company's adoption of (i) as of September 30, 2007, the funded status and the disclosure requirements of Statement of Financial Accounting Standard No. 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans, an amendment of FASB Statement No. 87, 88, 106 and 132(R)" ("FAS 158"); (ii) as of September 30, 2008, the measurement requirements of FAS 158, and (iii) as of October 1, 2007 the adoption of Financial Accounting Standards Board ("FASB") Interpretation No. 48, "Accounting for Uncertainty in Income Taxes—an Interpretation of FASB Statement 109") and expresses an unqualified opinion on the effectiveness of internal control over financial reporting. Such financial statements have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

The financial statements for the year ended September 30, 2006 before the effects of the adjustments to retrospectively apply the change in accounting described in Note T (not separately included or incorporated by reference in the Prospectus) have been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm. The adjustments to those financial statements to retrospectively apply the change in accounting principle described in Note T have been audited by other auditors as described above. The consolidated financial statements for the year ended September 30, 2006 incorporated in this prospectus by reference to the Annual Report on Form 10-K for the year ended September 30, 2008, have been so incorporated in reliance on the reports of (i) PricewaterhouseCoopers LLP solely with respect to those financial statements before the effects of the adjustments to retrospectively apply the change in accounting described in Note T, and (ii) other auditors as described above solely with respect to the adjustments to those financial statements to retrospectively apply the change in accounting described in Note T, given on the authority of such firms as experts in auditing and accounting.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution*

The following table sets forth all fees and expenses payable by the registrant in connection with the issuance and distribution of the debt securities being registered hereby (other than underwriting discounts and commissions).

	Estimated Amounts
Securities and Exchange Commission registration fee under the Securities Act	$ (1)
Legal fees and expenses	$ 200,000
Rating agency fees	$ 350,000
Accounting fees and expenses	$ 80,000
Trustee fees and expenses	$ 16,000
Printing and engraving expenses	$ 20,000
Miscellaneous	$ 10,000
Total	$ 676,000

* All fees and expenses are estimated. All of the above fees and expenses will be borne by the Company.

(1) In accordance with Rules 456(b) and 457(r) under the Securities Act, Cabot is deferring payment of all of the registration fee.

Item 15. Indemnification of Directors and Officers

Paragraph (i) of Article EIGHTH of the Restated Certificate of Incorporation of the Company provides that:

(1) No director of this corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to this corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, as the same exists or hereafter may be amended, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is hereafter amended to authorize the further elimination or limitation of this liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Delaware General Corporation Law. Any repeal or modification of this Article by the stockholders of this corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of this corporation for acts or omissions prior to such repeal or modification.

(2) No officer or employee of this corporation shall be liable to this corporation for any loss or damage suffered by it on account of any action taken or omitted to be taken by him in good faith as an officer or employee of this corporation, if such person exercised or used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs.

(3) For purposes of determining compliance with this paragraph (i), any director, officer or employee of this corporation shall be deemed to have taken actions or omitted to take actions in good faith if the action taken or omitted to be taken by him or her was taken or omitted in reliance in good faith upon the advice of counsel for this corporation, or the books of account or other records of this corporation, or reports or information made or furnished to this corporation by any official, accountant, engineer, agent, or employee of this corporation, or by any independent public accountant or auditor, counsel, engineer, appraiser, investment banker or other expert retained or employed by this corporation, by the directors, by any committee of the board of directors of this corporation or by any authorized officer of this corporation.

Paragraph (j) of Article EIGHTH of the Restated Certificate of Incorporation of the Company provides that:

The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (and whether or not by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another company, partnership, joint venture, trust or other enterprise, or is or was serving as a fiduciary of any employee benefit plan, fund or program sponsored by the corporation or such other company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, to the extent and under the circumstances permitted by the General Corporation Law of the State of Delaware as amended from time to time. Such indemnification (unless ordered by a court) shall be made as authorized in a specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standards of conduct set forth in the General Corporation Law of the State of Delaware. Such determination shall be made (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such quorum is not obtainable, or even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders. The foregoing right of indemnification shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Additionally, Section 14.1 of the Company's Bylaws, as amended, provides that:

The corporation shall, to the maximum extent permitted from time to time under the law of the State of Delaware, indemnify and upon request shall advance expenses to any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding, claim or counterclaim, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was or has agreed to be a director, officer, employee or agent of this corporation or while a director, officer, employee or agent is or was serving at the request of this corporation as a director, officer, partner, trustee, fiduciary, employee or agent of any corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorney's fees and expenses), judgments, fines, penalties and amounts paid in settlement or incurred in connection with the investigation, preparation to defend or defense of such action, suit, proceeding, claim or counterclaim; *provided*, *however*, that the foregoing shall not require this corporation to indemnify or advance expenses to any person in connection with any action, suit, proceeding, claim or counterclaim initiated by or on behalf of such person, other than an action to enforce indemnification rights. Such indemnification shall not be exclusive of other indemnification rights arising under any agreement, vote of directors or stockholders or otherwise and shall inure to the benefit of the heirs and legal representatives of such person. Any such person seeking indemnification under this Section 14.1 shall be deemed to have met the standard of conduct required for such indemnification unless the contrary shall be established. The corporation shall have the power to provide indemnification and advance expenses to any other person, including stockholders purporting to act on behalf of the corporation, to the extent permitted by the law of the State of Delaware.

Pursuant to Section 145 of the General Corporation Law of the State of Delaware ("GCL"), the Company generally has the power to indemnify its present and future directors, officers, employees and agents against expenses and liabilities incurred by them in connection with any suit to which they are, or are threatened to be made, a party by reason of their serving in such positions so long as they acted in good faith and in a manner they reasonably believed to be in, or not opposed to, the best interests of the Company, and with respect to any criminal action, they had no reasonable cause to believe their conduct was unlawful. With respect to suits by or in the right of the Company, however, indemnification is generally limited to attorneys' fees and other expenses and is not available if such person is adjudged to be liable to the corporation unless the court determines that

indemnification is appropriate. The statute expressly provides that the power to indemnify authorized thereby is not exclusive of any rights granted under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise.

The Company maintains directors and officers liability insurance which provides for payment on behalf of a director or officer of certain defined losses arising from claims against such directors or officers by reason of certain defined wrongful acts, subject to certain exclusions.

Item 16. Exhibits

A list of exhibits filed herewith or incorporated by reference is contained in the Index to Exhibits beginning on page E-1, which is incorporated herein by reference.

Item 17. Undertakings

(a) The undersigned registrant hereby undertakes:

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

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

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

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

provided, *however*, that paragraphs (a)(1)(i), (a)(1)(ii), and (a)(1)(iii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

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

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

(4) That, for the purpose of determining liability under the Securities Act, to any purchaser:

(i) each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5) or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii) or (x) for the purpose of providing the information required by Section 10(a) of the

Securities Act, shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at the date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which the prospectus relates, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof. *Provided*, *however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(5) That, for the purpose of determining liability of the registrant under the Securities Act, to any purchaser in the initial distribution of the securities: The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned registrant hereby further undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of any employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

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

(d) The undersigned registrant hereby undertakes to file an application for the purpose of determining the eligibility of the trustee to act under subsection (a) of section 310 of the Trust Indenture Act ("Act") in accordance with the rules and regulations prescribed by the Securities and Exchange Commission under Section 305(b)(2) of the Act.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Boston, Massachusetts, on this 21st day of September, 2009.

CABOT CORPORATION

By: /S/ PATRICK M. PREVOST
Name: **Patrick M. Prevost**
Title: **President and Chief Executive Officer**

POWER OF ATTORNEY AND SIGNATURES

We, the undersigned officers and directors of Cabot Corporation hereby severally constitute and appoint Brian A. Berube and Jane A. Bell, and each of them singly, our true and lawful attorneys with full power to them, and each of them singly, to sign for us and in our names in the capacities indicated below, the registration statement on Form S-3 filed herewith and any and all subsequent amendments to said registration statement, and generally to do all such things in our names and on our behalf in our capacities as officers and directors to enable Cabot Corporation to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys, or any of them, to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/S/ PATRICK M. PREVOST **Patrick M. Prevost**	President, Chief Executive Officer and Director (Principal executive officer)	September 21, 2009
/S/ EDUARDO E. CORDEIRO **Eduardo E. Cordeiro**	Executive Vice President and Chief Financial Officer (Principal financial officer)	September 21, 2009
/S/ JAMES P. KELLY **James P. Kelly**	Vice President and Controller (Principal accounting officer)	September 21, 2009
/S/ JOHN F. O'BRIEN **John F. O'Brien**	Director, Non-Executive Chairman of the Board	September 21, 2009
/S/ JOHN S. CLARKESON **John S. Clarkeson**	Director	September 21, 2009
/S/ JUAN ENRIQUEZ-CABOT **Juan Enriquez-Cabot**	Director	September 21, 2009

Signature	Title	Date
/S/ ARTHUR L. GOLDSTEIN **Arthur L. Goldstein**	Director	September 21, 2009
 Gautam S. Kaji	Director	, 2009
/S/ RODERICK C.G. MACLEOD **Roderick C.G. MacLeod**	Director	September 21, 2009
/S/ HENRY F. MCCANCE **Henry F. McCance**	Director	September 21, 2009
/S/ JOHN K. MCGILLICUDDY **John K. McGillicuddy**	Director	September 21, 2009
/S/ RONALDO H. SCHMITZ **Ronaldo H. Schmitz**	Director	September 21, 2009
/S/ LYDIA W. THOMAS **Lydia W. Thomas**	Director	September 21, 2009
/S/ MARK S. WRIGHTON **Mark S. Wrighton**	Director	September 21, 2009
/S/ SHENGMAN ZHANG **Shengman Zhang**	Director	September 21, 2009

INDEX TO EXHIBITS

Exhibit number	Description
1.1*	Underwriting Agreement
4.1	Form of Indenture between Cabot Corporation and U.S. Bank National Association, Trustee, filed herewith.
5.1	Opinion of Ropes & Gray LLP as to legality of the Debt Securities being registered, filed herewith.
12.1	Computation of Ratio of Earnings to Fixed Charges, filed herewith.
23.1	Consent of Deloitte & Touche LLP, filed herewith.
23.2	Consent of PricewaterhouseCoopers LLP, filed herewith.
23.3	Consent of Ropes & Gray LLP (included in Exhibit 5.1).
24.1	Power of Attorney of Cabot Corporation (included on signature pages to this Registration Statement).
25	Form T-1 Statement of Eligibility of Trustee under the Trust Indenture Act of 1939, as amended, of U.S. Bank National Association, as trustee, filed herewith.

* To be filed subsequently on Form 8-K or by post-effective amendment.

CABOT CORPORATION

AND

U.S. BANK
NATIONAL ASSOCIATION

As Trustee

Indenture

Dated as of , 2009

Debt Securities

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INDENTURE dated as of , 2009, between CABOT CORPORATION, a Delaware corporation ("Company"), and U.S. Bank National Association, a national banking association, as trustee ("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. See Section 2.04.

"*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.

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

"*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 Securities Exchange Act of 1934, as amended; 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*" or "*Noteholder*" means a person in whose name a Security is registered on the Registrar's books.

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

"*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*" means any officer in the Corporate Trust Division of the Trustee or any other officer of the Trustee assigned by the Trustee to administer its corporate trust matters.

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

"*Securities*" means the Securities 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.

Section 1.02. *Other Definitions*.

Term	Defined in Section
"Attributable Debt"	4.01
"Bankruptcy Law"	6.01
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"Custodian"	6.01
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"Restricted Property"	4.01
"Restricted Subsidiary"	4.01
"Sale-Leaseback Transaction"	4.01
"Subsidiary"	4.01
"United States"	4.01
"U.S. Government Obligations"	8.01
"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:

"*Commission*" means the SEC.

"*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. The Company's seal shall be impressed, affixed or reproduced on the Securities.

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 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 ("Registrar") and a paying agent who shall maintain an office or agency where Securities may be presented for payment ("Paying Agent"). Initially, U.S. Bank National Association, Corporate Trust Services, 100 Wall Street, Suite 1600, New York, New York 10005, 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, 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) an event shall have happened and be continuing which, after notice or lapse of time, or both, would be an Event of Default 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 destroy such cancelled Securities and shall furnish the Company with a certificate of destruction. 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.

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 60 days before the redemption date (unless shorter notice is satisfactory to the Trustee).

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 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 and the accrued interest;

(3) 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;

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

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

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

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

At the Company's request, the Trustee shall give the notice of redemption in the Company's name and at its expense.

Section 3.04. *Effect of Notice of Redemption*.

Once notice of redemption is mailed, 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 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 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, or (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. 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; (2) any property, wells and related equipment located in the United States a majority working interest in which is owned by the Company or a Restricted Subsidiary and is classified by the Company or such Restricted Subsidiary as capable of producing oil or gas in commercial quantities from production, gathering, and transportation facilities in existence on the date of determination; or (3) 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) the following subsidiaries: Advanced Metallurgy and Testing Corporation, Cabot Gas Processing Corporation, Cabot Gas Supply Corporation, Cabot International Capital Corporation, Distrigas Corporation, Distrigas of Massachusetts Corporation, Haynes International, Inc. and TUCO INC.; (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, 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.

The Company shall pay interest on overdue principal and premium, if any, at the rate or rates borne by each Series of the Securities; it 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; the 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; the 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. 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. The 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;

the Lien may not extend to any other Principal Property owned by the Company or a Restricted Subsidiary;

(6) the Lien is on property of a person or entity at the time the person or entity transfers or leases all or substantially all of its assets to the Company or a Restricted Subsidiary; the 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 in whole or in part a Lien ("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. 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 10% 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 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 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 Transaction and after giving effect to it, Exempted Debt does not exceed 10% 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. *Limitation on Sale or Transfer of Restricted Property*.

The Company shall not, and it shall not permit any Restricted Subsidiary to, sell or transfer title to any Restricted Property to an Unrestricted Subsidiary unless it applies, or commits to apply, an amount equal to the fair market value of such Property at the time of such sale or transfer, as determined by the Board of Directors, within 18 months after the effective date of the transaction, to:

(1) 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

(2) 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 of other Long-Term Debt of the Company or a Restricted Subsidiary. However, the Company may not receive credit for: (A) the retirement of other Long-Term Debt at maturity or the redemption of the Securities or other Long-Term Debt pursuant to any mandatory redemption provision; or (B) 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.

The terms of any Series of Securities adopted pursuant to Section 2.01 may provide that this Section 4.05 is not applicable to such Series.

Section 4.06. *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 4.07. *Compliance Certificate*.

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 they do know of such a Default, the Certificate shall describe the nature and status of the Default. The Certificate need not comply with Section 10.05. The first certificate shall be delivered to the Trustee by , 2009.

Section 4.08. *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 Securities Exchange Act of 1934. The Company also shall comply with the other provisions of TIA Section 314(a).

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 corporation organized under the laws of the United States of America or any State thereof.

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 10 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 $25,000,000 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 the 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.

The term "Bankruptcy Law" means Title 11, U.S. Code or any similar Federal or State law for the relief of debtors. The term "Custodian" means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

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) 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 have been cured or waived except nonpayment of principal, interest or premium, if any, that has become due solely because of the acceleration.

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.

Section 6.04. *Waiver of Past Defaults*.

Subject to Section 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 provisions 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 content 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 and any predecessor trustee of it for amounts due under Section 7.07;

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.

(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.

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.

(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 Certificate or Opinion.

(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.

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 reasonable 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). 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 Trust's agents and counsel.

Except as provided below in this paragraph, the Company shall indemnify each of the Trustee and any predecessor trustee of it 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 or liability in connection with the exercise or performance of any of its powers and duties under this Indenture. 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 it 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 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)(1). The Trustee shall always have a combined capital and surplus of at least $25,000,000 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), provided, however, there shall be excluded from TIA §310(b) as incorporated herein this Indenture with respect to Securities of other Series and the Indenture of Trust and Agreement dated as of November 1, 1984, among the Company, the Town of Billerica, Massachusetts and The First National Bank of Boston, as trustee.

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.

"*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 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; or

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

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 66-2/3% 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; or

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

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.

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 or mailed by first-class mail to the other's address as follows:

if to the Company: Cabot Corporation
Two Seaport Lane

Suite 1300
Boston, Massachusetts 02210
Attention: Financial Vice President

if to the Trustee: U.S. Bank National Association
Corporate Trust Services
100 Wall Street
Suite 1600,
New York, New York 10005,
Attention: Beverly Freeney, Vice President & Account Manager

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 mailed 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. Failure to mail a notice or communication to a Securityholder or any defect in it shall not affect its sufficiency with respect to other Securityholders.

If a notice or communication is mailed in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

In case, by reason of the suspension of regular mail service, or by reason of any other cause, it shall be impossible to mail any notice as required by this Indenture, then such method of notification as shall be made with the approval of the Trustee shall constitute a sufficient mailing of such notice.

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 Certificate or Opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(1) a statement that the person making such Certificate or Opinion 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 Certificate or Opinion 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*.

A “Legal Holiday” is a Saturday, a Sunday or a day on which banking institutions in a jurisdiction in which an action is required hereunder are not required to be open. 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.

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

By: _____
Name:
Title:

Attest:

Assistant Secretary

(SEAL)

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name:
Title:

Attest:

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

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 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"). 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 th 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 National Association, Corporate Trust Services, 100 Wall Street, Suite 1600, New York, New York 10005, 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 June 1, 1987 ("Indenture"), between the Company and The First National Bank of Boston (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 Trust Indenture Act of 1939 (15 U.S. Code Sections 77aaa-77bbbb) (the "TIA") as in effect on the date of the Indenture (except as defined in Section 9.03 of the Indenture). 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 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 , 20 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 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 1, and on each thereafter through at a redemption price of 100% of principal

amount, plus accrued interest 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 at least 30 days but not more than 60 days before the redemption date to each Holder of a Security of this Series to be redeemed at his or her registered address. Securities of this Series in denominations larger than $1,000 may be redeemed in part. On and after the redemption date, interest ceases to 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 with the consent of the Holders of at least 66-2/3% in principal amount of the Securities of each Series to be affected, and any past default may be waived with the consent of the Holders of a majority in principal amount of the Securities of each Series affected. Without the consent of any Holder, the Indenture or this Security may be amended or supplemented to cure any ambiguity, omission, defect or inconsistency or make other formal changes, to comply with Article Four or Five of the Indenture, to provide for uncertificated Securities in addition to or in place of certificated Securities, 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, to provide for the issuance of Securities in bearer form and/or coupon form, to add or change any provisions of the Indenture necessary to provide for or facilitate the administration of the Trusts under the Indenture by more than one Trustee, to establish the form or terms of the Securities of any Series pursuant to Section 2.01 of the Indenture, or to make any change that does not adversely affect the rights of any Securityholder, but such changes shall not adversely affect the rights of any Holder.

[ ] *Restrictive Covenants*.

The Indenture does not limit other unsecured debt. It does limit certain liens and Sale-Leaseback Transactions with respect to certain property which is: (a) real property or a manufacturing plant, processing plant, warehouse, or office building, having a value in excess of a specified amount; (b) property capable of producing oil or gas in commercial quantities, located in the United States; or (c) property that is of material importance to the Company's consolidated business. The Indenture also requires that such properties be sold at a fair value to certain of the Company's subsidiaries or otherwise limits the use of proceeds from the sale of such properties to such subsidiaries. The limitations are subject to a number of important qualifications and exceptions. Once a year the Company must report to the Trustee on compliance with the limitations.

[If applicable, insert]

As contemplated by Section 4.04(4)(ii) of the Indenture, the Company or any Restricted Subsidiary shall be permitted to enter into a Sale-Leaseback Transaction if, upon receiving the proceeds from such Sale-Leaseback Transaction, within 180 days after it is consummated, it applies or commits to apply an amount equal to the greater of the fair market value of the property, at the time of such Transaction, as determined by the Board of Directors, or the proceeds to the redemption of Securities of this Series pursuant to, at the redemption price referred to in and in accordance with the provisions of,

paragraph 5 hereof and applicable at the time of redemption, or the retirement of other Long-Term Debt of the Company or a Restricted Subsidiary; *provided, however*, that the Company may not redeem any Securities of this Series before from the proceeds of, or in anticipation of, a Sale-Leaseback Transaction having an interest cost of % per annum or less.

[If applicable, insert]

As contemplated by Section 4.05(2) of the Indenture, the Company or any Restricted Subsidiary shall be permitted to sell or transfer title to Restricted Property to an Unrestricted Subsidiary, if it applies or commits to apply an amount equal to the fair market value of such Property at the time of such sale or transfer, as determined by the Board of Directors, within 18 months after the effective date of the transaction, to the redemption of Securities of this Series pursuant to, at the redemption price referred to in, and in accordance with the provisions of, paragraph 5 hereof and applicable at the time of redemption, or the retirement of other Long-Term Debt of the Company or a Restricted Subsidiary; *provided, however*, that the Company may not so redeem any Securities of this Series before from the proceeds of, or in anticipation of, any such sale or transfer of Restricted Property to an Unrestricted Subsidiary to the extent the transaction is financed, directly or indirectly, by money borrowed at an interest cost of % per annum or less.

[ ] *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: default for 30 days in payment of interest on the Securities of the Series affected; default in payment of principal or premium, if any, on the Securities of the Series affected or default for 10 days in the making of a sinking fund payment on the Securities of the Series affected; failure by the Company for 90 days after notice to it to comply with any of its other agreements in the Indenture or the Securities of that Series; default by the Company or a Restricted Subsidiary under an agreement for money borrowed in excess of $25,000,000 which results in acceleration of such debt and is not cured; and certain events of bankruptcy or insolvency. 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 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 1300
Boston, Massachusetts 02210

Exhibit 5.1

[Ropes & Gray LLP letterhead]

September 21, 2009

Cabot Corporation
Two Seaport Lane, Suite 1300
Boston, MA 02210

Re: Cabot Corporation Registration Statement on Form S-3

Ladies and Gentlemen:

This opinion is furnished to you in connection with the above-referenced registration statement (the "*Registration Statement*"), filed on or about the date hereof with the Securities and Exchange Commission under the Securities Act of 1933 (the "*Act*"), for the registration of an unlimited amount of unsecured debt securities (the "*Debt Securities*") of Cabot Corporation, a Delaware corporation (the "*Company*").

The Debt Securities are to be issued under an Indenture to be entered into between the Company and U.S. Bank National Association, as trustee, as supplemented by one or more supplemental indentures (together, the "*Indenture*").

We have acted as counsel for the Company in connection with the preparation and filing of the Registration Statement. For purposes of this opinion, we have examined and relied upon such documents, records, certificates and other instruments as we have deemed necessary.

Based upon the foregoing, we are of the opinion that, when the definitive terms of the Debt Securities have been determined and approved by authorized officers of the Company in accordance with the Indenture and the due authorization thereof by the Board of Directors of the Company and the Audit Committee thereof, and such Debt Securities have been duly executed and authenticated as provided in the Indenture and delivered against payment therefor, such Debt Securities will be the valid and legally binding obligations of the Company and will be entitled to the benefits of the Indenture, subject to (i) bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the rights and remedies of creditors and (ii) general principles of equity, regardless of whether applied in proceedings in equity or law.

We hereby consent to your filing this opinion as an exhibit to the Registration Statement and to the use of our name therein and in any related prospectus or prospectus supplement under the caption "Validity of Notes" or "Validity of Debt Securities." In giving such consent, we do not thereby concede that we are 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.

This opinion may be used only in connection with the offer and sale of the Debt Securities while the Registration Statement is in effect.

Very truly yours,

/s/ Ropes & Gray LLP

Ropes & Gray LLP

Exhibit 12.1

CABOT CORPORATION AND CONSOLIDATED SUBSIDIARIES
STATEMENT REGARDING COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES
(Amounts in millions, except ratios)

	Nine months ended		Fiscal year ended September 30				
	June 30, 2009	June 30, 2008	2008	2007	2006	2005	2004
Earnings:							
Pre-tax (loss) income from continuing operations	$ (92)	$ 96	$112	$168	$ 97	$ (93)	$164
Distributed income of affiliated companies	2	2	2	7	5	3	2
Add fixed charges:							
Interest on indebtedness	23	28	38	34	27	29	30
Portion of rents representative of the interest factor	7	7	9	8	6	3	3
Preferred stock dividend	—	—	—	1	2	3	3
(Loss) earnings as adjusted	$ (60)	$ 133	$161	$218	$137	$ (55)	$202
Fixed charges:							
Interest on indebtedness	$ 23	$ 28	$ 38	$ 34	$ 27	$ 29	$ 30
Capitalized interest	2	2	3	1	2	2	—
Portion of rents representative of the interest factor	7	7	9	8	6	3	3
Preferred stock dividend	—	—	—	1	2	3	3
Total fixed charges	$ 32	$ 37	$ 50	$ 44	$ 37	$ 37	$ 36
Ratio of earnings to fixed charges	N/A[1]	3.6x	3.2x	5.0x	3.7x	N/A[2]	5.6x

(1) The earnings to fixed charges ratio is negative because of the loss. The total dollar amount of the deficiency is $92 million.

(2) The earnings to fixed charges ratio is negative because of the loss. The total dollar amount of the deficiency is $92 million.

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-3 of our reports dated December 1, 2008, relating to (a) the financial statements of Cabot Corporation and the retrospective adjustments to the 2006 financial statement segment disclosures (which report expresses an unqualified opinion and includes an explanatory paragraph relating to the Company's adoption of (i) as of September 30, 2007, the funded status and the disclosure requirements of Statement of Financial Accounting Standard No. 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans, an amendment of FASB Statement No. 87, 88, 106 and 132(R)" ("FAS 158"); (ii) as of September 30, 2008, the measurement requirements of FAS 158, and (iii) as of October 1, 2007 the adoption of Financial Accounting Standards Board ("FASB") Interpretation No. 48, "Accounting for Uncertainty in Income Taxes—an Interpretation of FASB Statement 109"), and (b) the effectiveness of Cabot Corporation's internal control over financial reporting, appearing in the Annual Report on Form 10-K of Cabot Corporation for the year ended September 30, 2008 and to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

/s/ Deloitte & Touche LLP
Boston, Massachusetts
September 21, 2009

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of our report dated December 14, 2006 relating to the financial statements, which appears in Cabot Corporation's Annual Report on Form 10-K for the year ended September 30, 2008. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
Boston, Massachusetts
September 21, 2009

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER
THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

Check if an Application to Determine Eligibility of
a Trustee Pursuant to Section 305(b)(2)

U.S. BANK NATIONAL ASSOCIATION

(Exact name of Trustee as specified in its charter)

31-0841368
I.R.S. Employer Identification No.

800 Nicollet Mall
Minneapolis, Minnesota **55402**
(Address of principal executive offices) **(Zip Code)**

Beverly A. Freeney
U.S. Bank National Association
100 Wall Street, Suite 1600
New York, New York 10005
(212) 361-2893
(Name, address and telephone number of agent for service)

CABOT CORPORATION

(Issuer with respect to the Securities)

Delaware **04-2271897**
(State or other jurisdiction of incorporation or organization) **(I.R.S. Employer Identification No.)**

Two Seaport Lane, Suite 1300, Boston, MA **02210**
(Address of Principal Executive Offices) **(Zip Code)**

Debt Securities

FORM T-1

Item 1. **GENERAL INFORMATION.** Furnish the following information as to the Trustee.

a) *Name and address of each examining or supervising authority to which it is subject.*

Comptroller of the Currency
Washington, D.C.

b) *Whether it is authorized to exercise corporate trust powers.*

Yes

Item 2. **AFFILIATIONS WITH OBLIGOR.** *If the obligor is an affiliate of the Trustee, describe each such affiliation.*

None

Items 3-15 *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

Item 16. **LIST OF EXHIBITS:** *List below all exhibits filed as a part of this statement of eligibility and qualification.*

1. A copy of the Articles of Association of the Trustee.*
2. A copy of the certificate of authority of the Trustee to commence business.*
3. A copy of the certificate of authority of the Trustee to exercise corporate trust powers.*
4. A copy of the existing bylaws of the Trustee.**
5. A copy of each Indenture referred to in Item 4. Not applicable.
6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.
7. Report of Condition of the Trustee as of March 31, 2009 published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

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* Incorporated by reference to Exhibit 25.1 to Amendment No. 2 to registration statement on S-4, Registration Number 333-128217 filed on November 15, 2005.

** Incorporated by reference to Exhibit 25.1 to registration statement on S-4, Registration Number 333-145601 filed on August 21, 2007.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York, State of New York on the 21st of September, 2009.

By: /s/ BEVERLY A. FREENEY
Beverly A. Freeney
Vice President

By: /s/ K. WENDY KUMAR
K. Wendy Kumar
Vice President

Exhibit 6

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: September 21, 2009

By: /s/ BEVERLY A. FREENEY
Beverly A. Freeney
Vice President

By: /s/ K. WENDY KUMAR
K. Wendy Kumar
Vice President

Exhibit 7

U.S. Bank National Association
Statement of Financial Condition
As of June 30, 2009

($000's)

	6/30/2009
Assets	
Cash and Balances Due From Depository Institutions	$511,962
Fixed Assets	798
Intangible Assets	65,543
Other Assets	25,230
Total Assets	**$603,533**
Liabilities	
Other Liabilities	$ 17,151
Total Liabilities	**$ 17,151**
Equity	
Common and Preferred Stock	$ 1,000
Surplus	505,932
Undivided Profits	79,450
Total Equity Capital	**$586,382**
Total Liabilities and Equity Capital	**$603,533**

To the best of the undersigned's determination, as of this date the above financial information is true and correct.

U.S. Bank National Association

By: /s/ BEVERLY A. FREENEY

Name: **Beverly A. Freeney**
Title: **Vice President**

Date: September 21, 2009