

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-3
REGISTRATION STATEMENT
Under
the Securities Act of 1933

ASHLAND INC.
(Exact name of Registrant as specified in its charter)

Kentucky 61-0122250
(State or other jurisdiction of (I.R.S. Employer Identification No.)
incorporation or organization)

50 E. RiverCenter Boulevard
Covington, KY 41012
(606) 815-3333
(Address, including zip code, and telephone number, including area code, of
Registrant's principal executive offices)

Thomas L. Feazell, Esq.
Senior Vice President, General Counsel and Secretary
1000 Ashland Drive
Russell, KY 41169
(606) 329-3333
(Name, address, including zip code, and telephone number, including area code,
of agent for service)

Copies to:

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Approximate date of commencement of proposed sale to 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, please 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 of 1933, 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 of 1933, check the following box and list the
Securities Act registration statement number of the earlier effective
registration statement for the same offering:

If delivery of the prospectus is expected to be made pursuant to Rule 434
under the Securities Act of 1933, please check the following box.

(Continued on following page)

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CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered(1)	Amount to be Registered(2)	Proposed Maximum Offering Price Per Unit(3)(4)	Proposed Maximum Aggregate Offering Price(4)(5)	Amount of Registration Fee(6)
Debt Securities, Debt Warrants, Preferred Stock, Depositary Shares, Preferred Stock Warrants, Common Stock and related Rights and Common Stock Warrants.....	--	--	\$231,311,000	\$64,304

- (1) This Registration Statement also covers (i) Debt Securities, Preferred Stock and Common Stock and related Rights which may be issued upon exercise of Securities Warrants and (ii) such indeterminate amount of securities as may be issued in exchange for or upon conversion of, as the case may be, the securities registered hereunder. In addition, any other securities registered hereunder may be sold separately or as units with other securities registered hereunder.
- (2) In no event will the aggregate initial offering price of Debt Securities, Debt Warrants, Preferred Stock, Depositary Shares, Preferred Stock Warrants, Common Stock and related Rights and Common Stock Warrants issued under this Registration Statement exceed \$231,311,000, or the equivalent thereof in one or more foreign currencies or composite currencies.
- (3) Not specified as to each class of securities to be registered pursuant to General Instruction II.D of Form S-3 under the Securities Act of 1933.
- (4) The proposed maximum offering price per unit will be determined from time to time by the Registrant in connection with, and at the time of, the issuance by the Registrant of the securities registered hereunder.
- (5) Estimated solely for the purposes of computing the registration fee pursuant to Rule 457(o) of the Securities Act of 1933.
- (6) The prospectus included in this Registration Statement also relates to \$368,689,000 in Debt Securities, Debt Warrants, Preferred Stock, Depositary Shares, Preferred Stock Warrants, Common Stock and Common Stock Warrants previously registered pursuant to Registration Statement No. 33-57011. A registration fee of \$206,897 was paid in connection with Registration Statement No. 33-57011, of which \$127,134 related to such securities. In the event that any such previously registered securities are offered and sold prior to the effective date of this Registration Statement, the amount of such securities so offered and sold will not be included in a prospectus hereunder.

Pursuant to Rule 429 under the Securities Act of 1933, the prospectus included in this Registration Statement also relates to the securities of the Registrant previously registered under the Registrant's Statement on Form S-3 (No. 33-57011). This Registration Statement constitutes Post-Effective Amendment No. 3 to the Registrant's Registration Statement on Form S-3 (No. 33-57011).

Pursuant to Rule 429 of the rules and regulations of the Commission under the Securities Act of 1933, the prospectus included in this Registration Statement is a combined prospectus and relates to the Registration Statement on Form S-3 (No. 33-57011) that was previously filed by Ashland Oil, Inc. Ashland Oil, Inc. changed its name to Ashland Inc. on January 27, 1995.

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

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 +This information in this prospectus supplement is not complete and may be +
 +changed. We may not sell these Securities until the registration statement +
 +filed with the Securities and Exchange Commission is effective. This +
 +prospectus supplement is not an offer to sell these securities and it is not +
 +soliciting an offer to buy these Securities in any state where the offer or +
 +sale is not permitted. +
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Subject to Completion Dated January 15, 1999

PROSPECTUS SUPPLEMENT TO PROSPECTUS DATED , 1999

U.S. \$220,000,000

Ashland Inc.
 50 E. RiverCenter Boulevard
 Covington, Kentucky 41012
 (606) 815-3333
 Medium-Term Notes, Series H
 Due Nine Months or more from Date of Issue

Ashland Inc. (the "Company", which may be referred to as "we" or "us") may offer from time to time up to \$220,000,000 of its Medium-Term Notes, Series H. Each Note will mature on a date nine months or more from its date of original issuance. Unless otherwise indicated in the applicable pricing supplement to this prospectus supplement, interest on Fixed Rate Notes will be payable on each February 15 and August 15 and at Maturity. Interest on Floating Rate Notes will be payable on the dates specified in the applicable pricing supplement. Notes may be subject to optional redemption or may obligate the Company to repay at the option of the holder. Generally, there will not be a sinking fund. The specific terms of each Note will be established by the Company and will be described in a pricing supplement.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	Price to Public	Agents' Commissions	Proceeds to Company
Per Note.....	100%	.125%-.750%	99.875%--99.250%
Total(1).....	U.S.\$220,000,000	\$275,000--\$1,650,000	\$219,725,000--\$218,350,000

(1) Or the equivalent thereof in other currencies or currency units.

The Notes are being offered on a continuing basis by the Company through Credit Suisse First Boston Corporation, Salomon Smith Barney Inc, and Chase Securities Inc. (the "Agents"). Each Agent has agreed to use reasonable efforts to solicit offers to purchase the Notes. The Company may also sell Notes at or above par to any Agent, acting as principal, for a commission as set forth in the table above. The Notes will not be listed on any securities exchange. You cannot be assured that the Notes offered by this prospectus supplement will be sold or that there will be a secondary market for the Notes.

Credit Suisse First Boston

Salomon Smith Barney

Chase Securities Inc.

Prospectus Supplement dated , 1999.

TABLE OF CONTENTS

	Page

Prospectus Supplement	
About this Prospectus Supplement; Pricing Supplements.....	S-3
Description of the Notes.....	S-4
Special Provisions Relating to Foreign Currency Notes.....	S-11
Certain United States Federal Income Tax Consequences.....	S-13
Plan of Distribution.....	S-18
Legal Opinions.....	S-20
Glossary.....	S-21
Prospectus	
Summary.....	1
The Company.....	5
Use of Proceeds.....	5
Description of Debt Securities.....	5
Description of Preferred Stock.....	18
Description of Depositary Shares.....	21
Description of Common Stock.....	22
Description of Securities Warrants.....	23
Plan of Distribution.....	24
Legal Matters.....	25
Experts.....	25

You should rely only on the information incorporated by reference or provided in this prospectus supplement, the attached prospectus and the attached pricing supplement. We have authorized no one 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 in this prospectus supplement, the attached prospectus or the attached pricing supplement is accurate as of any date other than the date on the front of the applicable document.

ABOUT THIS PROSPECTUS SUPPLEMENT; PRICING SUPPLEMENTS

The Company may use this prospectus supplement, together with the attached prospectus and an attached pricing supplement, to offer our senior Medium-Term Notes, Series H (the "Notes"), at various times. The total initial public offering price of Notes that may be offered by use of this prospectus supplement is \$220,000,000 (or the equivalent in foreign or composite currencies).

This prospectus supplement sets forth certain terms of the Notes that we may offer. It supplements the description of the Debt Securities and Senior Securities contained in the attached prospectus. If information in this prospectus supplement is inconsistent with the prospectus, this prospectus supplement will apply and will supersede that information in the prospectus.

Each time we issue Notes we will attach a pricing supplement to this prospectus supplement. The pricing supplement will contain the specific description of the Notes being offered and the terms of the offering. The pricing supplement may also add, update or change information in this prospectus supplement or the attached prospectus. Any information in the pricing supplement, including any changes in the method of calculating interest on any Note, that is inconsistent with this prospectus supplement will apply and will supersede that information in this prospectus supplement.

It is important for you to read and consider all information contained in this prospectus supplement and the attached prospectus and pricing supplement in making your investment decision. You should also read and consider the information in the documents we have referred you to in "Where You Can Find More Information About the Company" on page 3 of the attached prospectus.

DESCRIPTION OF THE NOTES

General

The following summary of certain terms of the Notes is not complete. You should refer to the Senior Indenture (the "Indenture") with Citibank, N.A., as Trustee (the "Trustee"), under which the Notes will be issued, a copy of which is incorporated as an exhibit to the Registration Statement. The definitions of certain capitalized terms used in this prospectus supplement are provided in the Glossary beginning on page S-21. Capitalized terms used in this prospectus supplement but not defined in this prospectus supplement (including the Glossary) have the meanings assigned in the Indenture.

The Notes will be "Senior Securities" as described in the attached prospectus. The Notes will constitute one series of Senior Securities issued under the Indenture. They will have the same rank as all other Senior Securities of the Company. See "Description of Debt Securities" in the attached prospectus.

We will offer the Notes on a continuing basis. Each Note will mature 9 months or more from its date of issue, as agreed between us and the initial purchaser.

We will not redeem any Note prior to the redemption date fixed at the time of sale and set forth in the attached pricing supplement. If the pricing supplement does not indicate a redemption date for a Note, we will not redeem the Note before its stated maturity. Unless the attached pricing supplement indicates otherwise, on or after the indicated redemption date, the related Note will be redeemable wholly or partially in increments of \$1,000 at our option at a redemption price equal to the entire principal amount to be redeemed, together with interest payable to the date of redemption. We must give notice of this redemption not more than 60 nor less than 30 days prior to the redemption date. The Notes will not have a sinking fund unless the attached pricing supplement specifies otherwise.

We may provide that any Note will be repayable at the holder's option, at the times and on the terms and conditions set forth in the Note and described in the attached pricing supplement.

The Notes may bear interest at (a) a fixed rate (a "Fixed Rate Note") or (b) a floating rate (a "Floating Rate Note"). Interest on Floating Rate Notes will be determined, and adjusted periodically, by reference to an interest rate basis or quotation, adjusted by a Spread or Spread Multiplier, if any. See "Interest and Interest Rates" below.

Unless the attached pricing supplement specifies otherwise, the Notes will be denominated in U.S. dollars and payments of principal of and interest on the Notes will be made in U.S. dollars. If denominated in U.S. dollars, the Notes will be issued in denominations of U.S. \$1,000 and integral multiples of U.S. \$1,000 in excess of U.S. \$1,000. The attached pricing supplement will set forth the authorized denominations of Notes not denominated in U.S. dollars and additional information, including applicable exchange rate information, relevant for these Notes and Notes for which principal, premium, if any, and interest may be payable at the holder's or the Company's option in a denomination different from that of the Note. See "Special Provisions Relating to Foreign Currency Notes" below.

Each Note will be issued in fully registered form without coupons. Each Note will be issued initially either in definitive form (a "Certificated Note") or in global form and deposited with, or on behalf of, DTC, as depositary (a "Book-Entry Note"), as described in the attached prospectus under the caption "Description of Debt Securities--Global Securities". Unless the attached pricing supplement specifies otherwise, each Note will be issued in book-entry form. Beneficial interests in a Book-Entry Note will be shown on, and transfers of those interests will be effected only through, records maintained by DTC or its participants. Holders may not exchange Book-Entry Notes for Certificated Notes and, except under circumstances described in the attached prospectus, Book-Entry Notes will not be issuable in definitive form. Payments of principal, premium, if any, and interest on Book-Entry Notes will be made to DTC or its nominee. Payments to beneficial owners of interests in Book-Entry Notes will be made through DTC and its participants. A further description of the depositary's procedures regarding global securities representing Book-Entry Notes is set forth in the attached

prospectus under "Description of Debt Securities--Global Securities". DTC has confirmed to the agents, the trustee and us that it intends to follow the procedures.

Certificated Notes may be presented for registration of transfer or exchange at the corporate trust office of Citibank, N.A. in the Borough of Manhattan, New York City. Unless the attached pricing supplement indicates otherwise, payments of principal, premium, if any, and interest on Certificated Notes will be made in immediately available funds at the Paying Agent's office in the Borough of Manhattan, New York City, or another office or agency we may choose. However, payments in these funds will be made only if the Certificated Notes are presented to the Paying Agent in time for the Paying Agent to make the payments through normal procedures. At our option, we may pay interest on the Certificated Notes (other than interest payable at Maturity) by check to the person in whose name a Certificated Note is registered at the close of business on the applicable Record Date before each Interest Payment Date. However, a holder of \$10,000,000 or more in aggregate principal amount of Notes denominated and payable in U.S. dollars and having the same Interest Payment Date will be entitled to receive the payments by wire transfer of immediately available funds to an account maintained by that holder with a bank located in the U.S. if the holder has provided appropriate payment instructions in writing to the Trustee on or before the relevant Regular Record Date.

We have initially designated Citibank, N.A., acting through its principal corporate trust office in the Borough of Manhattan, New York City, as Paying Agent for the Certificated Notes.

Except as described in the attached prospectus under the heading "Certain Rights to Require Purchase of Securities by Ashland Upon Unapproved Change in Control and Decline in Debt Rating", the Indenture does not contain any covenants or provisions designed to protect the holders of the Notes if we enter into a transaction that adversely affects our debt-to-equity ratio.

For a description of the rights attaching to different series of Debt Securities under the Indenture, see "Description of Debt Securities" in the prospectus.

Interest and Interest Rates

The applicable pricing supplement will designate whether a particular Note is a Fixed Rate Note or a Floating Rate Note. In the case of a Floating Rate Note, the attached pricing supplement will also specify whether the Note will bear interest based on the Commercial Paper Rate (a "Commercial Paper Rate Note"), the Prime Rate (a "Prime Rate Note"), LIBOR (a "LIBOR Note"), the Treasury Rate (a "Treasury Rate Note"), the Federal Funds Rate (a "Federal Funds Rate Note"), the CD Rate (a "CD Rate Note") or on another interest rate quotation set forth in the attached pricing supplement. In addition, a Floating Rate Note may bear interest at the lowest, highest or average of two or more interest rate quotations.

We will select an interest rate or interest rate quotations for each issue of Notes based on market conditions at the time of issuance, taking into account, among other things, expectations concerning the level of interest rates that will prevail during the period the Notes will be outstanding, the relative attractiveness of the interest rate or interest rate quotation to prospective investors and our financial needs. Unless the attached pricing supplement provides otherwise, Citibank, N.A. will be the Calculation Agent with respect to the Floating Rate Notes.

We may change the interest rates, or interest rate quotations at various times, but no such change will affect any Note already issued or for which we have accepted an offer to purchase.

The rate of interest on Floating Rate Notes will reset daily, weekly, monthly, quarterly, semi-annually or annually. The Interest Reset Dates will be specified in the attached pricing supplement and on the face of each Note. In addition, the pricing supplement will specify the Spread or Spread Multiplier, if any, and the Maximum Interest Rate or Minimum Interest Rate, if any, applicable to each Floating Rate Note. The pricing supplement relating to an offering of Notes may also specify, to the extent applicable, the Calculation Dates,

Index Maturity, Initial Interest Rate, Interest Determination Dates, Interest Payment Dates, Interest Reset Dates and Regular Record Dates with respect to each Note. See "Glossary" on page S-21 for definitions of certain of the above terms. The interest rate on the Notes will in no event be higher than the maximum rate permitted by applicable law. Under New York law as in effect on the date of this prospectus supplement, the maximum rate of interest per annum on a simple interest basis is 25%. The limit may not apply to Notes in which \$2,500,000 or more has been invested.

Each interest bearing Note will accrue interest from and including the date of issue or the most recent Interest Payment Date for which interest has been paid or duly provided until the principal is paid or made available for payment. Interest payments, if any, will be in the amount of interest accrued from and including the date of issue or the next preceding Interest Payment Date for which interest has been paid or duly provided, as the case may be, but excluding the applicable Interest Payment Date.

Interest, if any, will be payable at each Interest Payment Date and at Maturity. See "Description of Debt Securities--Payment and Paying Agents" in the prospectus. Interest will be payable to the person (which, for Book-Entry Notes, shall be the depository) in whose name a Note is registered at the close of business on the Regular Record Date next preceding each Interest Payment Date. However, interest payable at Maturity will be payable to the person (which, for Book-Entry Notes, shall be the depository) to whom principal is payable. Interest on a Note will be payable on the first Interest Payment Date following its date of issue. However, if the date of a Note's issue is on or after the Regular Record Date for that Interest Payment Date, interest will be payable beginning on the second Interest Payment Date following the Note's issue.

Fixed Rate Notes

The applicable pricing supplement relating to a Fixed Rate Note will designate a fixed rate of interest per year payable on the Fixed Rate Note. Unless the attached pricing supplement indicates otherwise, the Interest Payment Dates for the Fixed Rate Notes will be February 15 and August 15 of each year and at Maturity. The Regular Record Dates for the Fixed Rate Notes will be the February 1 and August 1 next preceding the February 15 and August 15 Interest Payment Dates. Unless the attached pricing supplement indicates otherwise, interest on Fixed Rate Notes will be computed on the basis of a 360-day year of twelve 30-day months.

Floating Rate Notes

Upon the request of a registered holder of a Floating Rate Note, the Calculation Agent will provide the interest rate then in effect and, if different, the interest rate which will become effective as a result of a determination made on the most recent Interest Determination Date with respect to that Floating Rate Note.

Accrued interest on a Floating Rate Note will be calculated by multiplying the principal amount of the Note by an accrued interest factor. The accrued interest factor will be computed by adding the interest factors calculated for each day in the period for which accrued interest is being calculated. Unless otherwise specified in the attached pricing supplement, the interest factor for each day is computed by dividing the interest rate in effect on that day by (a) the actual number of days in the year, in the case of Treasury Rate Notes or (b) 360, in the case of all other Floating Rate Notes.

The interest rate on a Floating Rate Note in effect on any day will be (a) if the day is an Interest Reset Date, the interest rate with respect to the Interest Determination Date relating to that Interest Reset Date, or (b) if the day is not an Interest Reset Date, the interest rate with respect to the Interest Determination Date relating to the preceding Interest Reset Date. However, the interest rate on a Floating Rate Note from its issue date up to but not including the first Interest Reset Date for the Note will be the Initial Interest Rate as set forth in the attached pricing supplement. The interest rate is subject to adjustment by a Spread or a Spread Multiplier, if any, and to any Maximum Interest Rate or Minimum Interest Rate limitation. However, the interest rate in effect for the ten calendar days prior to the date of Maturity will be that in effect on the tenth calendar day prior to the date of Maturity.

All percentages resulting from any calculation of floating rate notes will be rounded, if necessary, to the nearest one-hundred thousandth of a percentage point, with five one-millionths of a percentage point rounded upwards (e.g., 9.876545% (or .09876545) being rounded to 9.87655% (or .0987655), and 9.876544% (or .09876544) being rounded to 9.87654% (or .0987654)), and all dollar amounts used in or resulting from this calculation will be rounded to the nearest cent (with one-half cent being rounded upwards).

Commercial Paper Rate Notes. Commercial Paper Rate Notes will bear interest at the interest rates (calculated with reference to the Commercial Paper Rate and the Spread or Spread Multiplier, if any) specified on the face of the Commercial Paper Rate Note and in the attached pricing supplement.

Unless the attached pricing supplement indicates otherwise, the "Commercial Paper Rate" for any Commercial Paper Interest Determination Date is the Money Market Yield of the rate on that date for commercial paper having the Index Maturity specified in the pricing supplement as published in H.15(519) prior to 3:00 P.M., New York City time, on the Calculation Date relating to that Commercial Paper Interest Determination Date under the heading "Commercial Paper--Nonfinancial".

The following procedures will be followed if the Commercial Paper Rate cannot be determined as described above:

. If the above rate is not published in H.15(519) by 3:00 P.M., New York City time, on the Calculation Date, the Commercial Paper Rate will be the Money Market Yield of the rate on that Commercial Paper Interest Determination Date for commercial paper having the Index Maturity designated in the pricing supplement, as published in H.15 Daily Update under the heading "Commercial Paper--Nonfinancial".

. If that rate is not published in H.15 Daily Update by 3:00 P.M., New York City time, on the Calculation Date, then the Calculation Agent will determine the Commercial Paper Rate to be the Money Market Yield of the average of the offered rates of three leading dealers of commercial paper in New York City (which may include the Agents or their affiliates) as of 11:00 A.M., New York City time, on that Commercial Paper Interest Determination Date for commercial paper having the Index Maturity specified in the pricing supplement placed for a non-financial issuer whose bond rating is "Aa", or the equivalent, from a nationally recognized rating agency. The Calculation Agent will select the three dealers referred to above.

. If fewer than three dealers selected by the Calculation Agent are quoting as mentioned above, the Commercial Paper Rate will be the Commercial Paper Rate in effect on that Commercial Paper Interest Determination Date.

Prime Rate Notes. A Prime Rate Note will bear interest at the interest rate (calculated with reference to the Prime Rate and the Spread or Spread Multiplier, if any) specified on the face of the Prime Rate Note and in the attached pricing supplement.

Unless the attached pricing supplement indicates otherwise, the "Prime Rate" for any Prime Rate Interest Determination Date is the prime rate on that date, as published in H.15(519) by 3:00 P.M., New York City time, on the Calculation Date relating to that Prime Rate Interest Determination Date under the heading "Bank Prime Loan".

The following procedures will be followed if the Prime Rate cannot be determined as described above:

. If the above rate is not published in H.15(519) by 3:00 P.M., New York City time, on the Calculation Date, then the Prime Rate will be the rate on that Prime Interest Determination Date as published in H.15 Daily Update opposite the caption "Bank Prime Loan".

. If that rate is not published in H.15 Daily Update by 3:00 P.M., New York City time, on the Calculation Date, then the Calculation Agent will determine the Prime Rate to be the average of the interest rates publicly announced by each bank that appears on the Reuters Screen USPRIME1 Page as that bank's prime rate or base lending rate as in effect for that Prime Rate Interest Determination Date at 11:00 A.M. New York City time.

. If fewer than four of those rates appear on the Reuters Screen USPRIME1 Page for that Prime Rate Interest Determination Date, then the Prime Rate will be the average of the announced prime rates quoted (on the basis of the actual number of days in the year divided by 360) as of the close of business on that Prime Rate Interest Determination Date by at least three major money center banks in New York City selected by the Calculation Agent (which may include the Agents or their affiliates).

. If fewer than two quotations are provided as mentioned in the previous item, the Prime Rate shall be determined on the basis of the rates furnished in New York City by the appropriate number of substitute banks or trust companies organized and doing business under the laws of the United States, or any state, having total equity capital of at least \$500 million and subject to supervision or examination by Federal or state authority. The Calculation Agent will select the banks or trust companies referred to above.

. If the banks or trust companies described in the previous item are not quoting as mentioned above, the Prime Rate will be the Prime Rate in effect on that Prime Rate Interest Determination Date.

LIBOR Notes. A LIBOR Note will bear interest at the interest rate (calculated with reference to LIBOR and the Spread or Spread Multiplier, if any) specified on the face of the LIBOR Note and in the attached pricing supplement.

Unless the attached pricing supplement indicates otherwise, the Calculation Agent will determine LIBOR as follows:

On each LIBOR Interest Determination Date:

. If "LIBOR Reuters" is specified in the attached pricing supplement, LIBOR will be the average of the offered rates for deposits in the Index Currency having the Index Maturity specified in the pricing supplement beginning on the applicable Interest Reset Date, as those rates appear on the Designated LIBOR Page as of 11:00 A.M., London time, on that LIBOR Interest Determination Date, if at least two of those offered rates appear on the Designated LIBOR Page. If the Designated LIBOR Page by its terms provides only for a single rate, that single rate will be used regardless of the foregoing provisions requiring more than one rate.

. If "LIBOR Telerate" is specified in the attached pricing supplement, LIBOR will be the rate for deposits in the Index Currency having the Index Maturity specified in the pricing supplement beginning on that Interest Reset Date, as that rate appears on the Designated LIBOR Page as of 11:00 A.M., London time, on that LIBOR Interest Determination Date.

. If neither "LIBOR Reuters" nor "LIBOR Telerate" is specified in the attached pricing supplement as the method for calculating LIBOR, LIBOR will be calculated as if "LIBOR Telerate" had been specified.

On any LIBOR Interest Determination Date on which fewer than two of those offered rates appear, or no rate appears, as applicable, on the Designated LIBOR Page, the Calculation Agent will determine LIBOR as follows:

. LIBOR will be determined on the basis of the offered rates at which deposits in the Index Currency having the Index Maturity specified in the applicable pricing supplement beginning on the applicable Interest Reset Date and in a principal amount that is representative for a single transaction in that Index Currency in that market at that time by four major banks in the London interbank market (which may include the Agents or their affiliates) at approximately 11:00 A.M., London time, on that LIBOR Interest Determination Date to prime banks in the London interbank market. The Calculation Agent will select the four banks and request the principal London office of each of those banks to provide a quotation of its rate. If at least two quotations are provided, LIBOR on that LIBOR Interest Determination Date will be the average of those quotations.

. If fewer than two of those quotations are provided as mentioned above, LIBOR on that LIBOR Interest Determination Date will be the average of the rates quoted at approximately 11:00 A.M., in the

applicable Principal Financial Center, on that LIBOR Interest Determination Date by three major banks in that Principal Financial Center (which may include the Agents or their affiliates) for loans in the Index Currency to leading European banks, having the Index Maturity specified in the applicable pricing supplement and in a principal amount representative for a single transaction in that Index Currency in that market at that time. The Calculation Agent will select the three banks referred to above.

. If the banks selected by the Calculation Agent are not quoting as mentioned above, LIBOR will be LIBOR in effect on the LIBOR Interest Determination Date.

Treasury Rate Notes. A Treasury Rate Note will bear interest at the interest rate (calculated with reference to the Treasury Rate and the Spread or Spread Multiplier, if any) specified on the face of the Treasury Rate Note and in the attached pricing supplement.

Unless the attached pricing supplement indicates otherwise, "Treasury Rate" for any Treasury Interest Determination Date means the rate from the most recent auction of direct obligations of the United States ("Treasury bills") having the Index Maturity specified in the pricing supplement as that rate appears on the display designated as Page 56 or the display designated as Page 57 on the Dow Jones Telerate Service under the heading "AVGE INVEST YIELD", or any successor publication or heading.

The following procedures will be followed if the Treasury Rate cannot be determined as described above:

. If the above rate is not displayed on the relevant page by 3:00 P.M., New York City time, on the Calculation Date, the Treasury Rate will be the auction average rate (expressed as a bond equivalent on the basis of a year of 365 or 366 days, as applicable, and applied on a daily basis) for that auction as otherwise announced by the United States Department of the Treasury.

. If the results of the auction of Treasury bills having the Index Maturity specified in the pricing supplement are not published or reported as provided above by 3:00 P.M., New York City time, on the Calculation Date, or if no auction is held in a particular week, then the Treasury Rate will be the rate as published in H.15(519) under the heading "U.S. Government Securities/Treasury Bills/Secondary Market", or any successor publication or heading.

. If the rate described in the previous item is not published by 3:00 P.M., New York City time, on the Calculation Date, then the Calculation Agent will determine the Treasury Rate to be a yield to maturity (expressed as a bond equivalent on the basis of a year of 365 or 366 days, as applicable, and applied on a daily basis) of the average of the secondary market bid rates, as of approximately 3:30 P.M., New York City time, on that Treasury Interest Determination Date, of three leading primary U.S. government securities dealers in New York City (which may include the Agents or their affiliates) for the issue of Treasury bills with a remaining maturity closest to the Index Maturity specified in the pricing supplement. The Calculation Agent will select the three dealers referred to above.

. If fewer than three dealers selected by the Calculation Agent are quoting as mentioned above, the Treasury Rate will be the Treasury Rate in effect on that Treasury Interest Determination Date.

Federal Funds Rate Notes. A Federal Funds Rate Note will bear interest at the interest rate (calculated with reference to the Effective Rate and the Spread or Spread Multiplier, if any) specified in the Federal Funds Rate Note and in the attached pricing supplement.

Unless the attached pricing supplement indicates otherwise, the "Federal Funds Rate" for any Federal Funds Interest Determination Date is the rate on that day for Federal Funds, as published in H.15(519) prior to 3:00 P.M., New York City time, on the Calculation Date relating to that Federal Funds Interest Determination Date under the heading "Federal Funds (Effective)".

The following procedures will be followed if the Federal Funds Rate cannot be determined as described:

. If the above rate is not published in H.15(519) by 3:00 P.M., New York City time, on the Calculation Date, the Federal Funds Rate will be the rate on that Federal Funds Interest Determination Date for U.S. dollar Federal Funds, as published in H.15 Daily Update under the heading "Federal Funds (Effective)".

. If that rate is not published in H.15 Daily Update by 3:00 P.M., New York City time, on the Calculation Date, then the Calculation Agent will determine the Federal Funds Rate to be the average of the rates for the last transaction in overnight Federal funds arranged by three leading brokers of Federal funds transactions in New York City as of 9:00 A.M., New York City time, on that Federal Funds Interest Determination Date. The Calculation Agent will select the three brokers referred to above.

. If fewer than three brokers selected by the Calculation Agent are quoting as mentioned above, the Federal Funds Rate will be the Federal Funds Rate in effect on that Federal Funds Interest Determination Date.

CD Rate Notes. A CD Rate Note will bear interest at the interest rate (calculated with reference to the CD Rate and the Spread or Spread Multiplier, if any) specified in the CD Rate Note and in the attached pricing supplement.

Unless the attached pricing supplement indicates otherwise, the "CD Rate" for any CD Interest Determination Date is the rate on that date for negotiable certificates of deposit having the Index Maturity specified in the pricing supplement, as published in H.15(519) prior to 3:00 P.M., New York City time, on the Calculation Date relating to that CD Interest Determination Date under the heading "CDs (Secondary Market)".

The following procedures will be followed if the CD Rate cannot be determined as described above:

. If the above rate is not published by 3:00 P.M., New York City time, on the Calculation Date, the CD Rate will be the rate on that CD Interest Determination Date for negotiable certificates of deposit of the Index Maturity specified in the pricing supplement as published in H.15 Daily Update under the caption "CDs (Secondary Market)".

. If that rate is not published in H.15 Daily Update by 3:00 P.M., New York City time, on the Calculation Date, then the Calculation Agent will determine the CD Rate to be the average of the secondary market offered rates as of 10:00 A.M., New York City time, on that CD Interest Determination Date, quoted by three leading nonbank dealers in negotiable U.S. dollar certificates of deposit in New York City for negotiable certificates of deposit in a denomination of \$5,000,000 of major United States money market banks of the highest credit standing (in the market for negotiable certificates of deposit) with a remaining maturity closest to the Index Maturity designated in the applicable pricing supplement. The Calculation Agent will select the three dealers referred to above.

. If fewer than three dealers are quoting as mentioned above, the CD Rate will be the CD Rate in effect on that CD Interest Determination Date.

Indexed Notes

We may issue Notes as Indexed Notes, as indicated in the attached pricing supplement. Holders of Indexed Notes may receive a principal amount at Maturity that is greater than or less than the face amount of any of these Notes depending upon the fluctuation of the relative value, rate or price of the specified index. The attached pricing supplement will describe specific information relating to the method for determining the principal amount payable at Maturity, a historical comparison of the relative value, rate or price of the specified index and the face amount of the Indexed Note and certain additional tax considerations.

Other Provisions; Addenda

Any provisions relating to any Note, including the determination of an interest rate basis, the calculation of the interest rate applicable to a Floating Rate Note, and the specification of one or more interest rate bases, the Interest Payment Dates, the Maturity or any other variable term relating to that Floating Rate Note, may be modified as specified under "Other Provisions" on the face of that Note or in an addendum relating to the Floating Rate Note, if specified on the face of the Floating Rate Note and in the applicable pricing supplement.

SPECIAL PROVISIONS RELATING TO FOREIGN CURRENCY NOTES

General

Unless the attached pricing supplement indicates otherwise, the Notes will be denominated in U.S. dollars and payments of principal of and interest on the Notes will be made in U.S. dollars. If we designate any of the Notes to be denominated in a currency or currency unit other than U.S. dollars ("Specified Currency"), the following provisions shall apply, which are in addition to and, where inconsistent, replace the description of general terms and provisions of Notes set forth in the attached prospectus and elsewhere in this prospectus supplement.

Notes not denominated in U.S. dollars ("Foreign Currency Notes") are issuable in registered form only, without coupons. The pricing supplement will specify the denominations for particular Foreign Currency Notes.

Unless the attached pricing supplement provides otherwise, you are required to pay the purchase price of Foreign Currency Notes in immediately available funds.

Notes denominated in Specified Currencies other than Euros will not be sold in, or to residents of, the country of the Specified Currency in which particular Notes are denominated unless the pricing supplement specifies otherwise.

Currencies

Unless the attached pricing supplement specifies otherwise, you are required to pay for Foreign Currency Notes in the Specified Currency. At the present time there are limited facilities in the United States for the conversion of U.S. dollars into the Specified Currencies and vice versa, and banks do not generally offer non-U.S. dollar checking or savings accounts in the United States. However, you may ask the Agent who presented your offer to purchase Foreign Currency Notes to us to use its reasonable best efforts to arrange for the exchange of U.S. dollars into the relevant Specified Currency to enable you to pay for the Notes. You must make this request on or before the third Business Day preceding the delivery date for the Note or by a later date if allowed by the Agent. Each exchange will be made on the terms and conditions established by the Agent in accordance with its regular foreign exchange practices and all costs will be paid by you.

The attached pricing supplement will contain specific information about the foreign currency or currency units in which a particular Foreign Currency Note is denominated, including historical exchange rates and a description of the currency and any exchange controls.

Payment of Principal and Interest

The principal of and interest on Foreign Currency Notes are payable by us in U.S. dollars. However, unless the attached pricing supplement specifies otherwise, the holder of a Foreign Currency Note may elect to receive the payments in the Specified Currency as described below. The Exchange Rate Agent will determine the rate of conversion for all payments of principal of and interest on Foreign Currency Notes to U.S. dollars. "Exchange Rate Agent" means the agent appointed by us to make such determinations. Unless otherwise specified in a pricing supplement, the Exchange Rate Agent shall be Citibank, N.A.

Unless the attached pricing supplement specifies otherwise, any U.S. dollar amount to be received by a holder of a Foreign Currency Note will be based on the following:

. The highest bid quotation in New York City received by the Exchange Rate Agent at approximately 11:00 A.M., New York City time, on the second Business Day preceding the applicable payment date from three recognized foreign exchange dealers (one of which may be the Exchange Rate Agent or an Agent) for the purchase by the quoting dealer of the Specified Currency for U.S. dollars for settlement on that payment date in the aggregate amount of the Specified Currency payable to all holders

of Foreign Currency Notes scheduled to receive U.S. dollar payments and at which the applicable dealer commits to execute a contract. The Exchange Rate Agent will select and we will approve that selection of the three dealers referred to above.

. If fewer than three of these bid quotations are available, payments will be made in the Specified Currency.

All of these currency exchange costs will be borne by the holder of the Foreign Currency Note by deductions from the payments.

Unless the attached pricing supplement specifies otherwise, a holder of Foreign Currency Notes may elect to receive payment of the principal of and interest on the Notes in the Specified Currency by transmitting a request for the payment to the corporate trust department of Citibank, N.A. in the Borough of Manhattan, New York City, on or before the Regular Record Date or at least sixteen days before Maturity, as the case may be. The request shall be in writing (mailed or hand delivered) or by cable, telex or other form of facsimile transmission. A holder of a Foreign Currency Note may elect to receive payment in the Specified Currency for all principal and interest payments and need not file a separate election for each payment. The election will remain in effect until revoked by written notice to Citibank, N.A. in the Borough of Manhattan, New York City, but written notice of any revocation of this kind must be received by Citibank, N.A. in the Borough of Manhattan, New York City on or before the Regular Record Date or at least sixteen days before Maturity, as the case may be. Holders of Foreign Currency Notes whose Foreign Currency Notes will be held in the name of a broker or nominee should contact that broker or nominee to determine whether and how an election to receive payments in the Specified Currency may be made.

Interest on and principal of Foreign Currency Notes paid in U.S. dollars will be paid in the manner specified in the attached prospectus and elsewhere in this prospectus supplement for interest on and principal of Notes denominated in U.S. dollars. Interest on Foreign Currency Notes paid in the Specified Currency will be paid by a check drawn on an account maintained at a bank outside the U.S., unless other arrangements have been made. The principal of Foreign Currency Notes paid in the Specified Currency, together with accrued and unpaid interest, due at Maturity will be paid in immediately available funds by wire transfer to an account maintained with a bank outside the U.S. (unless other arrangements have been made) designated at least sixteen days before Maturity by the holders. However, such Foreign Currency Notes must be presented to the Trustee or the Paying Agents designated in the attached pricing supplement in time for the Trustee or the Paying Agents to make the payments in those funds. Any payment of principal or interest required to be made on an Interest Payment Date or at Maturity of a Foreign Currency Note that is not a Business Day may be made instead on the following Business Day and no interest shall accrue for the period from and after the Interest Payment Date or Maturity.

Payment Currency

If a Specified Currency is not available for the payment of principal or interest with respect to a Foreign Currency Note due to the imposition of exchange controls or other circumstances beyond our control, we will be entitled to satisfy our obligations to holders of Foreign Currency Notes by making the payment in U.S. dollars on the basis of the Market Exchange Rate on the date of the payment, or if the Market Exchange Rate is not available at that time, on the basis of the most recently available Market Exchange Rate.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following is a summary of the principal United States Federal income tax consequences resulting from the beneficial ownership of Notes by certain persons. This summary does not purport to consider all the possible United States Federal tax consequences of the purchase, ownership or disposition of the Notes and is not intended to reflect the individual tax position of any beneficial owner. It deals only with Notes and currencies or composite currencies other than U.S. dollars ("Foreign Currency") held as capital assets. Moreover, except as expressly indicated, it addresses initial purchasers of a Note at its issue price, that is the first price to the public at which a substantial amount of the Notes in an issue is sold, and does not address beneficial owners that may be subject to special tax rules, such as banks, insurance companies, dealers in securities or currencies, purchasers that hold Notes (or Foreign Currency) as a hedge against currency risks or as part of a straddle with other investments or as part of a "synthetic security" or other integrated investment (including a "conversion transaction") comprised of a Note and one or more other investments, or purchasers that have a "functional currency" other than the U.S. dollar. Except to the extent discussed below under "Non-United States Holders", this summary is not applicable to non-United States persons not subject to United States Federal income tax on their worldwide income. This summary is based upon the United States Federal tax laws and regulations as now in effect and as currently interpreted and does not take into account possible changes in such tax laws or such interpretations, any of which may be applied retroactively. It does not include any description of the tax laws of any state, local or foreign governments that may be applicable to the Notes or Holders thereof, and it does not discuss the tax treatment of Notes denominated in certain hyperinflationary currencies or dual currency Notes. Persons considering the purchase of Notes should consult their own tax advisors concerning the United States Federal income tax consequences to them in light of their particular situations as well as any consequences to them under the laws of any other taxing jurisdiction.

UNITED STATES HOLDERS

Payments of Interest

In general, interest on a Note, whether payable in U.S. dollars or a Foreign Currency, will be taxable to a beneficial owner who or which is (i) a citizen or resident of the United States, (ii) a corporation created or organized under the laws of the United States or any State thereof (including the District of Columbia) or (iii) a person otherwise subject to United States Federal income taxation on its worldwide income (a "United States Holder") as ordinary income at the time it is received or accrued, depending on the Holder's method of accounting for tax purposes. If a partnership holds Notes, the tax treatment of a partner will generally depend upon the status of the partner and upon the activities of the partnership. Partners of partnerships holding Notes should consult their tax advisors. If an interest payment is denominated in or determined by reference to a Foreign Currency, then special rules, described below under "Foreign Currency Notes", apply.

Notes Purchased at a Premium

Under the Internal Revenue Code of 1986, as amended (the "Code"), a United States Holder that purchases a Note for an amount in excess of its stated redemption price at maturity may elect to treat such excess as "amortizable bond premium", in which case the amount of interest required to be included in the United States Holder's income each year with respect to interest on the Note will be reduced by the amount of amortizable bond premium allocable (based on the Note's yield to maturity) to such year. Under recently promulgated regulations, if the amortizable bond premium allocable to a year exceeds the amount of interest allocable to such year, such excess would be allowed as a deduction for such year but only to the extent of the United States Holder's prior interest inclusions on the Note. Any excess is generally carried forward and allocable to the next year. A holder who elects to amortize bond premium must reduce his tax basis in the Note as described below under "Purchase Sale and Retirement of the Notes". Any election to amortize bond premium is applicable to all bonds (other than bonds the interest on which is excludable from gross income) held by the United States Holder at the beginning of the first taxable year to which the election applies or

thereafter acquired by the United States Holder, and may not be revoked without the consent of the Internal Revenue Service ("IRS"). The new regulations provide a restrictive automatic consent for a United States Holder to change its method of accounting for eligible bond premium in certain circumstances, if the change is made for the first taxable year for which the United States Holder must account for the Note under the new regulations.

Notes Purchased at a Market Discount

A Note, other than a Note that matures one year or less from the date of issuance ("Short-Term Note"), will be treated as issued at a market discount (a "Market Discount Note") if the amount for which a United States Holder purchased the Note is less than the Note's issue price, unless such difference is less than a specified de minimis amount.

In general, any partial payment of principal or any gain recognized on the maturity or disposition of a Market Discount Note will be treated as ordinary income to the extent that such gain does not exceed the accrued market discount on such Note. Alternatively, a United States Holder of a Market Discount Note may elect to include market discount in income currently over the life of the Market Discount Note. Such an election applies to all debt instruments with market discount acquired by the electing United States Holder on or after the first day of the first taxable year to which the election applies and may not be revoked without the consent of the IRS.

Market discount accrues on a straight-line basis unless the United States Holder elects to accrue such discount on a constant yield to maturity basis. Such an election is applicable only to the Market Discount Note with respect to which it is made and is irrevocable. A United States Holder of a Market Discount Note that does not elect to include market discount in income currently generally will be required to defer deductions for interest on borrowings allocable to such Note in an amount not exceeding the accrued market discount on such Note until the maturity or disposition of such Note.

Purchase, Sale, Exchange and Retirement of the Notes

A United States Holder's tax basis in a Note generally will equal its U.S. dollar cost (which, in the case of a Note purchased with a Foreign Currency, will be the U.S. dollar value of the purchase price on the date of purchase), increased by any market discount included in the United States Holder's income with respect to the Note, and reduced by the amount of any amortizable bond premium applied to reduce interest on the Note. A United States Holder generally will recognize gain or loss on the sale, exchange or retirement of a Note equal to the difference between the amount realized on the sale or retirement and the United States Holder's tax basis in the Note. The amount realized on a sale, exchange or retirement for an amount in Foreign Currency will be the U.S. dollar value of such amount on the date of sale, exchange or retirement. Except to the extent described above under "Market Discount" or below under "Foreign Currency Notes--Exchange Gain or Loss", and except to the extent attributable to accrued but unpaid interest, gain or loss recognized on the sale, exchange or retirement of a Note will be capital gain or loss and will be long-term capital gain or loss if the Note was held for more than one year.

Foreign Currency Notes

Interest Payments. If an interest payment is denominated in or determined by reference to a Foreign Currency, the amount of income recognized by a cash basis United States Holder will be the U.S. dollar value of the interest payment, based on the exchange rate in effect on the date of receipt, regardless of whether the payment is in fact converted into U.S. dollars. A cash basis United States Holder who receives such a payment will be required to include the amount of such payment in income upon receipt. Accrual basis United States Holders may determine the amount of income recognized with respect to such interest payment in accordance with either of two methods. Under the first method, the amount of income recognized will be based on the average exchange rate in effect during the interest accrual period (or, with respect to an accrual period that

spans two taxable years, the partial period within the taxable year). Upon receipt of an interest payment (including a payment attributable to accrued but unpaid interest upon the sale or retirement of a Note) determined by reference to a Foreign Currency, an accrual basis United States Holder will recognize ordinary income or loss measured by the difference between such average exchange rate and the exchange rate in effect on the date of receipt, regardless of whether the payment is in fact converted into U.S. dollars. Under the second method, an accrual basis United States Holder may elect to translate interest income into U.S. dollars at the spot exchange rate in effect on the last day of the accrual period or, in the case of an accrual period that spans two taxable years, at the exchange rate in effect on the last day of the partial period within the taxable year. Additionally, if a payment of interest is actually received within five business days of the last day of the accrual period or taxable year, an accrual basis United States Holder applying the second method may instead translate such accrued interest into U.S. dollars at the spot exchange rate in effect on the day of actual receipt (in which case no exchange gain or loss will result). Any election to apply the second method will apply to all debt instruments held by the United States Holder at the beginning of the first taxable year to which the election applies or thereafter acquired by the United States Holder and may not be revoked without the consent of the IRS.

Exchange of Amounts in Other than U.S. Dollars. Foreign Currency received as interest on a Note or on the sale or retirement of a Note will have a tax basis equal to its U.S. dollar value at the time such interest is received or at the time of such sale or retirement, as the case may be. Foreign Currency that is purchased will generally have a tax basis equal to the U.S. dollar value of the Foreign Currency on the date of purchase. Any gain or loss recognized on a sale or other disposition of a Foreign Currency (including its use to purchase Notes or upon exchange for U.S. dollars) will be ordinary income or loss.

Amortizable Bond Premium. In the case of a Note that is denominated in a Foreign Currency, bond premium will be computed in units of Foreign Currency, and amortizable bond premium will reduce interest income in units of the Foreign Currency. At the time amortized bond premium offsets interest income, a United States Holder may realize ordinary income or loss, measured by the difference between exchange rates at that time and at the time of the acquisition of the Notes.

Market Discount. Market discount is determined in units of the Foreign Currency. Accrued market discount that is required to be taken into account on the maturity or upon disposition of a Note is translated into U.S. dollars at the exchange rate on the maturity or the disposition date, as the case may be (and no part is treated as exchange gain or loss). Accrued market discount currently includible in income by an electing United States Holder is translated into U.S. dollars at the average exchange rate for the accrual period (or the partial accrual period during which the United States Holder held the Note), and exchange gain or loss is determined on maturity or disposition of the Note (as the case may be) in the manner described above under "Foreign Currency Notes--Interest Payments" with respect to the computation of exchange gain or loss on the receipt of accrued interest by an accrual method Holder.

Exchange Gain or Loss. Gain or loss recognized by a United States Holder on the sale, exchange or retirement of a Note that is attributable to changes in exchange rates will be treated as ordinary income or loss which will not be treated as interest income or expense. However, exchange gain or loss is taken into account only to the extent of total gain or loss realized on the transaction.

Indexed Notes

The applicable pricing supplement will contain a discussion of any special United States Federal income tax rules with respect to currency indexed notes or other indexed Notes.

NON-UNITED STATES HOLDERS

Subject to the discussion of backup withholding below, payments of principal (and premium, if any) and interest by the Company or any agent of the Company (acting in its capacity as such) to any Holder of a Note that is not a United States Holder (a "Non-United States Holder") will not be subject to United States Federal

withholding tax, provided, in the case of interest, that (i) the Non-United States Holder does not actually or constructively own 10% or more of the total combined voting power of all classes of stock of the Company entitled to vote, (ii) the Non-United States Holder is not a controlled foreign corporation for United States tax purposes that is related to the Company (directly or indirectly) through stock ownership and (iii) either (A) the Non-United States Holder certifies to the Company or its agent under penalties of perjury that it is not a United States person and provides its name and address or (B) a securities clearing organization, bank or other financial institution that holds customers' securities in the ordinary course of its trade or business (a "financial institution") and holds the Note certifies to the Company or its agent under penalties of perjury that such statement has been received from the Non-United States Holder by it or by another financial institution and furnishes the payor with a copy thereof.

A Non-United States Holder that does not qualify for exemption from withholding under the preceding paragraph generally will be subject to United States Federal withholding tax at the rate of 30% (or lower applicable treaty rate) of payments of interest on the Notes.

If a Non-United States Holder is engaged in a trade or business in the United States and interest on the Note is effectively connected with the conduct of such trade or business, the Non-United States Holder, although exempt from the withholding tax discussed in the preceding paragraph (provided that such Holder timely furnishes the required certification to claim such exemption), may be subject to United States Federal income tax on such interest in the same manner as if it were a United States Holder. In addition, if the Non-United States Holder is a foreign corporation, it may be subject to a branch profits tax equal to 30% (or lower applicable treaty rate) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments. For purposes of the branch profits tax, interest on a Note will be included in the earnings and profits of such Holder if such interest is effectively connected with the conduct by such Holder of a trade or business in the United States. In lieu of the certificate described in the preceding paragraph, such a Holder must provide the payor with a properly executed IRS Form 4224 (or successor form) to claim an exemption from United States Federal withholding tax.

Any capital gain, market discount or exchange gain realized on the sale, exchange, retirement or other disposition of a Note by a Non-United States Holder will not be subject to United States Federal income or withholding taxes if (a) such gain is not effectively connected with a United States trade or business of the Non-United States Holder and (b) in the case of an individual, such Non-United States Holder (A) is not present in the United States for 183 days or more in the taxable year of the sale, exchange, retirement or other disposition or (B) does not have a tax home (as defined in Section 911(d)(3) of the Code) in the United States in the taxable year of the sale, exchange, retirement or other disposition and the gain is not attributable to an office or other fixed place of business maintained by such individual in the United States.

Notes held by an individual who is neither a citizen nor a resident of the United States for United States Federal tax purposes at the time of such individual's death will not be subject to United States Federal estate tax, provided that the income from such Notes was not or would not have been effectively connected with a United States trade or business of such individual and that such individual qualified for the exemption from United States Federal withholding tax (without regard to the certification requirements) described above.

Recently finalized Treasury regulations (the "Final Regulations"), generally effective for payments made after December 31, 1999, provide alternative procedures to be followed by a Non-United States Holder in establishing eligibility for a withholding tax reduction or exemption.

PURCHASERS OF NOTES THAT ARE NON-UNITED STATES HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE POSSIBLE APPLICABILITY OF UNITED STATES WITHHOLDING AND OTHER TAXES UPON INCOME REALIZED IN RESPECT OF THE NOTES.

INFORMATION REPORTING AND BACK-UP WITHHOLDING

For each calendar year in which the Notes are outstanding, the Company is required to provide the Internal Revenue Service (the "IRS") with certain information, including the Holder's name, address and taxpayer identification number (either the Holder's Social Security number or its employer identification number, as the case may be), the aggregate amount of principal and interest paid to that Holder during the calendar year and the amount of tax withheld, if any. This obligation, however, does not apply with respect to certain United States Holders, including corporations, tax-exempt organizations, qualified pension and profit sharing trusts and individual retirement accounts.

In the event that a United States Holder subject to the reporting requirements described above fails to supply its correct taxpayer identification number in the manner required by applicable law or underreports its tax liability, the Company, its agents or paying agents or a broker may be required to "backup" withhold a tax equal to 31% of each payment of interest and principal (and premium, if any) on the Notes. This backup withholding is not an additional tax and may be credited against the United States Holder's United States Federal income tax liability, provided that the required information is furnished to the IRS.

Under current Treasury Regulations, backup withholding and information reporting will not apply to payments made by the Company or any agent thereof (in its capacity as such) to a Non-United States Holder of a Note if such Holder has provided the required certification that it is not a United States person as set forth in clause (iii) in the first paragraph under "Non-United States Holders" above, or has otherwise established an exemption (provided that neither the Company nor its agent has actual knowledge that the Holder is a United States person or that the conditions of an exemption are not in fact satisfied).

Payment of the proceeds from the sale of a Note to or through a foreign office of a broker will not be subject to information reporting or backup withholding, except that if the broker is (i) a United States person, (ii) a controlled foreign corporation for United States tax purposes, (iii) a foreign person 50 percent or more of whose gross income from all sources for the three-year period ending with the close of its taxable year preceding the payment was effectively connected with a United States trade or business or (iv) for payments made after December 31, 1999, a foreign partnership with certain connections to the United States, information reporting (but not backup withholding) may apply to such payments. Payment of the proceeds from a sale of a Note to or through the United States office of a broker is subject to information reporting and backup withholding unless the Holder or beneficial owner certifies as to its taxpayer identification number or otherwise establishes an exemption from information reporting and backup withholding.

The Final Regulations unify current certification procedures and forms relating to information reporting and backup withholding for payments made after December 31, 1999.

The Federal income tax discussion set forth above is included for general information only and may not be applicable depending upon a Holder's particular situation. Holders should consult their tax advisors with respect to the tax consequences to them of the ownership and disposition of the Notes, including the tax consequences under state, local, foreign and other tax laws and the possible effects of changes in Federal or other tax laws.

PLAN OF DISTRIBUTION

Under the terms of a Distribution Agreement, a form of which is attached as an exhibit to the Registration Statement (the "Distribution Agreement"), the Notes are offered on a continuing basis by the Company through Credit Suisse First Boston Corporation, Salomon Smith Barney Inc, and Chase Securities Inc. (the "Agents"), each of which has agreed to use reasonable efforts to solicit purchases of the Notes. Unless otherwise disclosed in the applicable pricing supplement, the Company will pay a commission to the Agents. The Company will have the sole right to accept offers to purchase Notes and may reject any offer, in whole or in part. Each Agent will have the right, in its discretion reasonably exercised, without notice to the Company, to reject any offer to purchase Notes received by it, in whole or in part.

The Company also may sell Notes at or above par to any Agent, acting as principal, for a commission equivalent to that set forth on the cover page of this prospectus supplement. The Notes may be resold at market prices prevailing at the time of resale, at prices related to those prevailing market prices, at a fixed offering price or at negotiated prices, as determined by that Agent. The Company also may sell Notes at or above par to any Agent or to a group of underwriters for whom an Agent acts as representative, for a commission to be agreed at the time of sale for resale to one or more investors or purchasers at a fixed offering price or at varying prices prevailing at the time of resale, at prices related to those prevailing market prices at the time of the resale or at negotiated prices. Notes purchased by an Agent or by a group of underwriters may be resold to certain securities dealers for resale to investors or to certain other dealers. Dealers may receive compensation in the form of commissions from the Agents and/or from the purchasers for whom they may act as agents. Unless the applicable pricing supplement specifies otherwise, any compensation allowed by any Agent to any of these dealers shall not be in excess of the commission received by that Agent from the Company. After the initial public offering of Notes to be resold to investors and other purchasers on a fixed public offering price basis, the public offering price and commission may be changed.

The Company has reserved the right to sell Notes directly on its own behalf and to accept (but not solicit) offers to purchase Notes through additional agents on substantially the same terms and conditions (including commission rates) as would apply to purchases of Notes pursuant to the Distribution Agreement. In addition, the Company has reserved the right to appoint additional agents for the purpose of soliciting offers to purchase Notes. Those additional agents will be named in the applicable pricing supplement. No commission will be payable on any Notes sold directly by the Company.

The Company will pay each Agent a commission of from .125% to .750% of the principal amount of each Note, depending on its stated maturity, sold through that Agent.

The following table summarizes the compensation to be paid to the Agents by the Company.

	Total		
	Per Note	Minimum	Maximum

Commissions paid by the Company.....	.125% - .750%	\$275,000	\$1,650,000
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The Company estimates that it will incur expenses of \$70,000 in connection with this program.

The Agents and any dealers to whom the Agents may sell Notes may be deemed to be "underwriters" within the meaning of the Securities Act of 1933 (the "Act"). The Company has agreed to indemnify the Agent against certain liabilities, including civil liabilities under the Securities Act of 1933, or contribute to payments which the Agents may be required to make in this regard. The Company has agreed to reimburse the Agents for certain expenses.

Unless the applicable pricing supplement indicates otherwise, payment of the purchase price of Notes, other than Foreign Currency Notes, will be required to be made in funds immediately available in New York City. With respect to payment of the purchase price of Foreign Currency Notes, see "Description of the Notes--Foreign Currency Notes" above.

The Notes are a new issue of securities with no established trading market and will not be listed on any securities exchange. No assurance can be given as to the existence or liquidity of the secondary market for the Notes.

The Agents may engage in over-allotment, stabilizing transactions and syndicate covering transactions and may impose penalty bids in accordance with Regulation M under the Exchange Act. Over-allotment involves syndicate sales in excess of the offering size, which creates a syndicate short position. Stabilizing transactions permit bids to purchase the underlying security so long as the stabilizing bids do not exceed a specified maximum. Syndicate covering transactions involve purchases of the Notes in the open market after the distribution has been completed in order to cover syndicate short positions. Penalty bids permit the Agents to reclaim a selling concession from a syndicate member when the Notes originally sold by that syndicate member are purchased in a syndicate covering transaction to cover syndicate short positions. These stabilizing transactions, syndicate covering transactions and penalty bids may cause the price of the Notes to be higher than it would otherwise be in the absence of the transactions. These transactions, if commenced, may be discontinued at any time.

In the ordinary course of their respective businesses, the Agents and their affiliates have engaged, and may in the future engage, in commercial banking and/or investment banking transactions with the Company and its affiliates. Citibank, N.A., the Trustee under the Indenture, is an affiliate of Salomon Smith Barney Inc.

LEGAL OPINIONS

Opinions regarding the validity of the Notes being offered will be issued for us by Cravath, Swaine & Moore, New York, New York (who will rely as to matters of Kentucky law upon the opinion of Thomas L. Feazell, Esq., our Senior Vice President, General Counsel and Secretary), and for the Agents by Davis Polk & Wardwell, New York, New York. In these opinions, certain assumptions will be made regarding future action required to be taken by us and the Trustee in connection with the issuance and sale of any particular Notes, the specific terms of those Notes and other matters which may affect the validity of Notes but which cannot be ascertained on the date of the relevant opinions.

GLOSSARY

Set forth below are definitions of some of the terms used in this prospectus supplement and not defined in the attached prospectus.

"Business Day" means any day, other than a Saturday or Sunday, that meets each of the following applicable requirements. The day is:

(a) not a day on which banking institutions are authorized or required by law or regulation to be closed in New York City;

(b) with respect to Foreign Currency Notes (other than Foreign Currency Notes denominated in euro only), not a day on which banking institutions are authorized or required by law or regulation to be closed in the principal financial center in the country of the Specified Currency;

(c) with respect to Foreign Currency Notes denominated in euro, any date on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System is open; and

(d) with respect to LIBOR Notes, a London Banking Day.

"Calculation Agent" means the agent appointed by the Company to calculate interest rates for Floating Rate Notes. Unless the pricing supplement specifies otherwise, the Calculation Agent will be Citibank, N.A.

"Calculation Date" means, with respect to any Interest Determination Date, the date on which the Calculation Agent is to calculate an interest rate for a Floating Rate Note. Unless the pricing supplement specifies otherwise, the Calculation Date relating to an Interest Determination Date for a Floating Rate Note will be the first to occur of (a) the tenth calendar day after that Interest Determination Date, or, if that day is not a Business Day, the next succeeding Business Day or (b) the Business Day preceding the applicable Interest Payment Date or Maturity of that Note, as the case may be. However, LIBOR will be calculated on the LIBOR Interest Determination Date.

"Designated LIBOR Page" means (a) if "LIBOR Reuters" is specified in the applicable pricing supplement, the display on the Reuter Monitor Money Rates Service (or any successor service) on the page specified in that pricing supplement (or any other page as may replace that page on that service) for the purpose of displaying the London interbank rates of major banks for the applicable Index Currency, or (b) if "LIBOR Telerate" is specified in the applicable pricing supplement as the method for calculating LIBOR, the display on the Dow Jones Telerate Service (or any successor service) on the page specified in that pricing supplement (or any other page as may replace that page on that service) for the purpose of displaying the London interbank rates of major banks for the applicable Index Currency.

"H.15(519)" means the publication entitled "Statistical Release H.15(519), Selected Interest Rates", or any successor publication, published by the Board of Governors of the Federal Reserve System.

"H.15 Daily Update" means the daily update of H.15(519), available through the world wide web site of the Board of Governors of the Federal Reserve System at <http://www.bog.frb.fed.us/releases/h15/update>, or any successor site or publication.

"Index Currency" means the currency or composite currency specified in the applicable pricing supplement as to which LIBOR will be calculated. If no currency or composite currency of this kind is specified in the applicable pricing supplement, the Index Currency will be U.S. dollars.

"Index Maturity" means, for a Floating Rate Note, the period to maturity of the instrument or obligation on which the interest rate quotation is based, as set forth in the pricing supplement.

"Initial Interest Rate" means the rate at which a Floating Rate Note will bear interest from and including its issue date to but excluding the first Interest Reset Date, as indicated in the applicable pricing supplement.

"Interest Determination Date" means the date as of which the interest rate for a Floating Rate Note is to be calculated, to be effective as of the following Interest Reset Date and calculated on the related Calculation Date. However, LIBOR will be calculated on the LIBOR Interest Determination Date. The Interest Determination Date relating to an Interest Reset Date for a Commercial Paper Rate Note (the "Commercial Paper Interest Determination Date"), for a Prime Rate Note (the "Prime Rate Interest Determination Date"), for a Federal Funds Rate Note (the "Federal Funds Interest Determination Date") and for a CD Rate Note (the "CD Interest Determination Date") will be the second Business Day preceding that Interest Reset Date. The Interest Determination Date relating to an Interest Reset Date for a LIBOR Note (the "LIBOR Interest Determination Date") will be the second London Banking Day preceding that Interest Reset Date. The Interest Determination Date relating to an Interest Reset Date for a Treasury Rate Note (the "Treasury Interest Determination Date") will be the day of the week during which that Interest Reset Date falls on which Treasury bills of the Index Maturity designated in the pricing supplement would normally be auctioned. Treasury bills are usually sold at auction on the Monday of each week, unless that day is a legal holiday, in which case the auction is usually held on the following Tuesday or may be held on the preceding Friday. If, as the result of a legal holiday, an auction is so held on the preceding Friday, that Friday will be the Treasury Interest Determination Date pertaining to the Interest Reset Date occurring in the following week.

"Interest Payment Date" means the date on which payment of interest on a Note (other than payment at Maturity) is to be made. Unless the applicable pricing supplement indicates otherwise, the Interest Payment Dates for the Fixed Rate Notes will be February 15 and August 15 of each year and at Maturity. Unless the applicable pricing supplement indicates otherwise and except as provided below, the Interest Payment Dates for any Floating Rate Note will be:

- (a) in the case of Floating Rate Notes that reset weekly, on the third Wednesday of March, June, September and December of each year;
- (b) in the case of Floating Rate Notes that reset daily or monthly, on the third Wednesday of each month or on the third Wednesday of March, June, September and December of each year (as indicated in the pricing supplement);
- (c) in the case of Floating Rate Notes that reset quarterly, on the third Wednesday of March, June, September and December of each year, in the case of Floating Rate Notes that reset semi-annually, on the third Wednesday of the two months of each year specified in the pricing supplement;
- (d) in the case of Floating Rate Notes that reset annually, on the third Wednesday of the month specified in the pricing supplement; and
- (e) in each case, at Maturity.

If an Interest Payment Date for any Fixed Rate Note falls on a day that is not a Business Day for that Note, the interest payment for that Note will be made on the following Business Day for that Note, and no interest on that payment will accrue from and after that Interest Payment Date. If an Interest Payment Date (other than an Interest Payment Date at Maturity) for any Floating Rate Note would otherwise be a day that is not a Business Day for that Note, that Interest Payment Date will be postponed to the next Business Day for that Note, and interest will continue to accrue (except that, for a LIBOR Note, if that Business Day is in the following calendar month, that Interest Payment Date will be the preceding Business Day for that LIBOR Note).

"Interest Reset Date" means the date on which a Floating Rate Note will begin to bear interest at the interest rate determined as of any Interest Determination Date. Unless the pricing supplement specifies otherwise, the Interest Reset Dates will be:

- (a) in the case of Floating Rate Notes that reset daily, each Business Day;
- (b) in the case of Floating Rate Notes (other than Treasury Rate Notes) that reset weekly, the Wednesday of each week;

(c) in the case of Treasury Rate Notes that reset weekly, the Tuesday of each week (except as provided below);

(d) in the case of Floating Rate Notes that reset monthly, the third Wednesday of each month;

(e) in the case of Floating Rate Notes that reset quarterly, the third Wednesday of March, June, September and December of each year;

(f) in the case of Floating Rate Notes that reset semiannually, the third Wednesday of each of two months of each year specified in the pricing supplement; and

(g) in the case of Floating Rate Notes that reset annually, the third Wednesday of one month of each year specified in the pricing supplement.

If any Interest Reset Date for any Floating Rate Note would otherwise be a day that is not a Business Day for that Floating Rate Note, that Interest Reset Date will be postponed to the next Business Day for that Floating Rate Note (except that, for a LIBOR Note, if that Business Day is in the following calendar month, that Interest Reset Date will be the preceding Business Day for that LIBOR Note). If a Treasury bill auction (as described in the definition of "Interest Determination Date") falls on any day that would otherwise be an Interest Reset Date for a Treasury Rate Note, then that Interest Reset Date will instead be the first Business Day following that auction date.

"London Banking Day" means any day on which dealings in deposits in U.S. dollars are transacted in the London interbank market.

"Market Exchange Rate" for any Specified Currency means the noon buying rate in New York City for cable transfers for that Specified Currency as certified for customs purposes by (or if not certified, as otherwise determined by) the Federal Reserve Bank of New York.

"Maturity" means the date on which the principal of a Note becomes due, whether at stated maturity, upon redemption or otherwise. If the Maturity of any Note falls on a day that is not a Business Day, the payment of principal, premium, if any, and interest for that Note will be made on the following Business Day, and no interest on that payment will accrue from and after that Maturity.

"Maximum Interest Rate" means, for any Floating Rate Note, a maximum numerical interest rate limitation, or ceiling, on the rate at which interest may accrue on that during any interest period.

"Minimum Interest Rate" means, for any Floating Rate Note, a minimum numerical interest rate limitation, or floor, on the rate at which interest may accrue on that during any interest period.

"Money Market Yield" means a yield (expressed as a percentage rounded to the next higher one hundred thousandth of a percentage point) calculated in accordance with the following formula:

$$\text{Money Market Yield} = \frac{D \times 360}{360 - (D \times M)} \times 100$$

where "D" refers to the annual rate for the commercial paper, quoted on a bank discount basis and expressed as a decimal, and "M" refers to the actual number of days in the interest period for which interest is being calculated.

"Paying Agent" means the agent appointed by the Company to make payments of principal, premium, if any, and interest on the Notes. Unless the pricing supplement specifies otherwise, the Paying Agent will be Citibank, N.A.

"Principal Financial Center" means the capital city of the country issuing the Index Currency, except that with respect to United States dollars, Australian dollars, Deutsche marks, Dutch guilders, Italian lire and Swiss francs, the Principal Financial Center will be New York City, Sydney, Frankfurt, Amsterdam, Milan and Zurich, respectively.

"Regular Record Date" means the date on which a Note must be held in order for the holder to receive an interest payment on the next Interest Payment Date. Unless the pricing supplement specifies otherwise, the Regular Record Date for any Interest Payment Date with respect to any Floating Rate Note will be the fifteenth day (whether or not a Business Day) prior to that Interest Payment Date. The Regular Record Dates for the Fixed Rate Notes will be the February 1 and August 1 next preceding the February 15 and August 15 Interest Payment Dates.

"Reuters Screen USPRIME1 Page" means the display on the Reuter Monitor Money Rates Service (or any successor service) on the "USPRIME1" page (or any other page as may replace the USPRIME1 page on such service) for the purpose of displaying prime rates or base lending rates of major U.S. banks.

"Specified Currency" shall have the meaning set forth under the heading "Special Provisions Relating to Foreign Currency Notes--General".

"Spread" means the number of basis points, if any, to be added to the Commercial Paper Rate, the Prime Rate, LIBOR, the Treasury Rate, the Federal Funds Rate, the CD Rate or any other interest rate index in effect at various times for a Note, which amount will be set forth in the pricing supplement.

"Spread Multiplier" means the percentage by which the Commercial Paper Rate, the Prime Rate, LIBOR, the Treasury Rate, the Federal Funds Rate, the CD Rate or any other interest rate index in effect at various times for a Note is to be multiplied, which percentage will be set forth in the pricing supplement.

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+The information in this prospectus is not complete and may be changed. We may +
+not sell these securities until the registration statement filed with the +
+Securities and Exchange Commission is effective. This prospectus is not an +
+offer to sell these securities, and it is not soliciting an offer to buy +
+these securities in any state where the offer or sale is not permitted. +
+++++

SUBJECT TO COMPLETION, DATED JANUARY 15, 1999

PROSPECTUS

Ashland Inc.

\$600,000,000

Debt Securities
Preferred Stock
Depository Shares
Common Stock
Warrants

We will provide specific terms of these securities in supplements to this prospectus. You should read this prospectus and any supplement carefully before you invest.

Neither the Securities and Exchange Commission nor any State Securities Commission has approved or disapproved these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

This prospectus is dated , 1999

SUMMARY

This summary highlights selected information from this document and may not contain all the information that is important to you. To understand the terms of our securities, you should carefully read this document with the attached prospectus supplement that together give the specific terms of the securities we are offering. You should also read the documents we have referred you to in "Where You Can Find More Information About The Company" on page 3 for information on our company and our financial statements. Certain capitalized terms used in this summary are defined elsewhere in this prospectus.

Ashland Inc.

Our businesses are grouped into five industry segments: Ashland Chemical, APAC, Valvoline, Refining and Marketing, and Arch Coal.

Ashland Chemical distributes industrial chemicals, solvents, thermoplastics and resins, and fiberglass materials, and manufactures and sells a wide variety of specialty chemicals and certain petrochemicals. APAC performs contract construction work, including highway paving and repair, excavation and grading, and bridge construction, and produces asphaltic and ready-mix concrete, crushed stone and other aggregate, concrete block and certain specialized construction materials in the southern and midwestern United States.

Valvoline is a marketer of branded, packaged motor oil and automotive chemicals, automotive appearance products, antifreeze, filters, rust preventives and coolants. In addition, Valvoline is engaged in the "fast oil change" business through outlets operating under the Valvoline Instant Oil Change(R) name.

Effective January 1, 1998, we and USX-Marathon completed a transaction to form Marathon Ashland Petroleum LLC ("MAP"), which combined major portions of the supply, refining, marketing and transportation operations of the two companies. Marathon has a 62% interest in MAP, and we hold a 38% interest. MAP operates seven refineries with a total crude oil refining capacity of 935,000 barrels per day. Refined products are distributed through a network of independent and company-owned outlets in the Midwest, the upper Great Plains and the southeastern United States. We account for our investment in MAP using the equity method.

Our coal operations are conducted by Arch Coal, Inc., which is 55% owned by us and is publicly traded. Arch Coal produces, transports, processes and markets bituminous coal produced in Central Appalachia and the western and midwestern United States. We account for our investment in Arch Coal using the equity method.

The Securities We May Offer

This prospectus is part of a registration statement (No. 333-) (the "Registration Statement") that we filed with the SEC utilizing a "shelf" registration process. Under this shelf process, we may offer from time to time up to \$600,000,000 of any of the following securities, either separately or in units: debt securities, preferred stock, depositary shares, common stock and warrants. This prospectus provides you with a general description of the securities we may offer. Each time we offer securities, we will provide you with a prospectus supplement that will describe the specific amounts, prices and terms of the securities being offered. The prospectus supplement may also add, update or change information contained in this prospectus.

Debt Securities

We may offer unsecured general obligations of our company, which may be senior (the "Senior Securities") or subordinated (the "Subordinated Securities"). Unless the applicable prospectus supplement states otherwise, Senior Securities will be issued under an indenture dated as of August 15, 1989, as amended and restated as of August 15, 1990 (the "Senior Indenture"), between us and Citibank, N.A., as trustee. The Senior Securities and the Subordinated Securities are together referred to in this prospectus as the "Debt Securities". The Senior Securities will have the same rank as all of our other unsecured, unsubordinated debt.

The Subordinated Securities will be entitled to payment only after payment on our Superior Indebtedness (as described below).

The Subordinated Securities will be issued under an indenture between us and a commercial bank to be selected, as trustee. We have summarized certain general features of the Debt Securities from the indentures. We encourage you to read the indentures (which are exhibits to the Registration Statement) and our recent periodic and current reports that we file with the SEC. Directions on how you can get copies of these reports are provided on page 3.

General Indenture Provisions that Apply to Senior and Subordinated Securities

- . Neither indenture limits the amount of debt that we may issue or provides holders any protection should there be a highly leveraged transaction, recapitalization or restructuring involving our company.
- . The indentures provide that holders of two-thirds of the total principal amount of outstanding Debt Securities of any series may vote to change certain of our obligations or certain of your rights concerning the Debt Securities of that series. However, to change the amount or timing of principal, interest or other payments under the Debt Securities every holder in the series must consent.
- . If an Event of Default (as described below) occurs with respect to any series of Debt Securities, the trustee or holder of 25% of the outstanding principal amount of that series may declare the principal amount of the series immediately payable. However, holders of a majority of the principal amount may rescind this action except where a payment default or a breach of certain covenants has occurred.
- . If we satisfy certain conditions in either indenture, we may discharge that indenture at any time by depositing with the trustee sufficient funds or government obligations to pay when due the Debt Securities outstanding under that indenture.

Events of Default. The indentures provide that the following are events of default:

- . Interest not paid for 30 days after due date.
- . Principal or premium not paid when due.
- . Sinking fund payment not paid for 30 days after due date.
- . Covenant breach continuing for 60 days after notice.
- . Occurrence of certain bankruptcy or insolvency events.
- . Occurrence of any other event of default specified in the prospectus supplement.

General Indenture Provisions that Apply Only to Senior Securities

- . The indenture relating to the Senior Securities limits our ability and the ability of any subsidiary of ours to assume or guarantee indebtedness secured by mortgages, liens or other encumbrances upon our or our subsidiary's property unless the Senior Securities will be equally and ratably secured with such indebtedness.
- . The indenture relating to the Senior Securities limits our ability and the ability of any subsidiary of ours to sell or transfer property to a lender or investor, which then, either directly or indirectly, leases the property back to us or the subsidiary for a time period over three years.
- . The indenture relating to the Senior Securities states that we may not merge or consolidate with another company or sell all or substantially all of our assets to another company unless certain conditions are met. If these events occur, the other company will be required to assume our responsibilities relating to the Debt Securities, and we will be released from all liabilities and obligations.

General Indenture Provisions that Apply Only to Subordinated Securities

The Subordinated Securities will be subordinated to all "Superior Indebtedness", which includes all indebtedness for money borrowed by us, except indebtedness that is stated to be not superior to, or to have the same rank as, the Subordinated Securities.

Preferred Stock and Depositary Shares

We may issue our preferred stock, without par value, in one or more series (the series being offered are referred to as "Preferred Stock"). We will determine the dividend, voting, conversion and other rights of the series being offered and the terms and conditions relating to its offering and sale at the time of the offer and sale. We may also issue fractional shares of Preferred Stock that will be represented by Depositary Shares and Depositary Receipts.

Common Stock

We may issue our common stock, par value \$1.00 per share (the "Common Stock"). Holders of Common Stock are entitled to receive dividends when declared by the Board of Directors (subject to rights of preferred stockholders). Each holder of Common Stock is entitled to one vote per share. The holders of Common Stock have cumulative voting rights but no preemptive, redemption or conversion rights.

Warrants

We may issue warrants for the purchase of Debt Securities, Preferred Stock or Common Stock ("Securities Warrants"). We may issue warrants independently or together with other securities.

RATIOS OF EARNINGS TO FIXED CHARGES AND EARNINGS TO COMBINED FIXED CHARGES AND PREFERRED STOCK DIVIDENDS

The following table sets forth the ratios of earnings to fixed charges and earnings to combined fixed charges and preferred stock dividends for the company:

	Fiscal Year Ended September 30,				
	-----	-----	-----	-----	-----
	1998	1997	1996	1995	1994
	-----	-----	-----	-----	-----
Ratio of Earnings to Fixed Charges.....	2.28	2.39	1.92	1.06	2.40
Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends.....	2.28	2.23	1.70	*	2.06

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* Combined fixed charges and preferred stock dividends exceeded earnings (as defined) by \$4 million.

The above ratios are computed on a total enterprise basis including our consolidated subsidiaries, plus our share of significant affiliates accounted for on the equity method that are 50% or greater owned or whose indebtedness has been directly or indirectly guaranteed by us. Earnings consist of income from continuing operations before income taxes, adjusted to exclude fixed charges (excluding capitalized interest) and undistributed earnings of equity method affiliates excluded from the total enterprise. Fixed charges consist of interest incurred on indebtedness, the portion of operating lease rentals deemed representative of the interest factor and the amortization of debt expense.

Where You Can Find More Information About the Company

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any document we file at the SEC's public reference rooms in Washington, D.C., New York, New York and Chicago, Illinois. Please call the SEC at 1-800-SEC-0330 for further information on the public reference rooms. Our SEC filings are also available to the public at the SEC's web site at <http://www.sec.gov>.

The SEC allows us to "incorporate by reference" into this prospectus the information we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be a part of this prospectus, and later information filed with the SEC will update and supersede this information. We incorporate by reference the documents listed

below and any future filings made with the SEC under Section 13(a), 13(c), 14, or 14(d) of the Securities Exchange Act of 1934 until our offering is completed:

(a) Annual Report on Form 10-K for the year ended September 30, 1998;

(b) The description of our Common Stock, par value \$1.00 per share, set forth in the Registration Statement on Form 10, as amended in its entirety by the Form 8 filed with the Commission on May 1, 1983;

(c) The description of our Rights to Purchase Series A Participating Cumulative Preferred Stock, set forth in the Registration Statement on Form 8-A dated May 16, 1996; and

(d) The description of our Cumulative Preferred Stock, without par value, set forth in the Registration Statement on Form 8-A, as amended by Amendment No. 1 thereto, filed with the Commission on April 30, 1993.

You may request a copy of these filings, at no cost, by writing to or telephoning us at the following address (or by visiting our website at <http://www.ashland.com>):

Office of the Secretary
Ashland Inc.
50 E. RiverCenter Boulevard
P.O. Box 391
Covington, KY 41012-0391
606-815-3333

You should rely only on the information incorporated by reference or provided in this prospectus or the prospectus supplement. We have authorized no one 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 in this prospectus or the prospectus supplement is accurate as of any date other than the date on the front of the document.

THE COMPANY

Our businesses are grouped into five industry segments: Ashland Chemical, APAC, Valvoline, Refining and Marketing, and Arch Coal.

Ashland Chemical distributes industrial chemicals, solvents, thermoplastics and resins, and fiberglass materials, and manufactures and sells a wide variety of specialty chemicals and certain petrochemicals. APAC performs contract construction work, including highway paving and repair, excavation and grading, and bridge construction, and produces asphaltic and ready-mix concrete, crushed stone and other aggregate, concrete block and certain specialized construction materials in the southern and midwestern United States.

Valvoline is a marketer of branded, packaged motor oil and automotive chemicals, automotive appearance products, antifreeze, filters, rust preventives and coolants. In addition, Valvoline is engaged in the "fast oil change" business through outlets operating under the Valvoline Instant Oil Change(R) name.

Effective January 1, 1998, we and USX-Marathon completed a transaction to form Marathon Ashland Petroleum LLC ("MAP"), which combined major portions of the supply, refining, marketing and transportation operations of the two companies. Marathon has a 62% interest in MAP, and we hold a 38% interest. MAP operates seven refineries with a total crude oil refining capacity of 935,000 barrels per day. Refined products are distributed through a network of independent and company-owned outlets in the Midwest, the upper Great Plains and the southeastern United States. We account for our investment in MAP using the equity method of accounting.

Our coal operations are conducted by Arch Coal, Inc., which is 55% owned by us and is publicly traded. Arch Coal produces, transports, processes and markets bituminous coal in Central Appalachia and the western and midwestern United States. We account for our investment in Arch Coal using the equity method of accounting.

We are a Kentucky corporation, organized on October 22, 1936, with our principal executive offices located at 50 E. RiverCenter Boulevard, Covington, Kentucky 41012 (Mailing Address: 50 E. RiverCenter Boulevard, P.O. Box 391, Covington, Kentucky 41012-0391) (Telephone: (606) 815-3333).

USE OF PROCEEDS

Unless the applicable prospectus supplement states otherwise, we will use the net proceeds we receive from the sale of the securities offered by this prospectus and the accompanying prospectus supplement for general corporate purposes. General corporate purposes may include additions to working capital, capital expenditures, stock redemption, repayment of debt or the financing of possible acquisitions.

DESCRIPTION OF DEBT SECURITIES

The following description sets forth the general terms and provisions that could apply to the Debt Securities. Each prospectus supplement will state the particular terms that actually will apply to the Debt Securities included in the supplement.

The Debt Securities will be either our senior debt securities (the "Senior Securities") or our subordinated debt securities (the "Subordinated Securities"). Under an indenture between us and Citibank, N.A., as Trustee (the "Senior Indenture"), we have issued to date an aggregate of \$1.45 billion of Senior Securities. Subordinated Securities will be issued under an indenture (the "Subordinated Indenture"), between us and a commercial bank to be selected, as trustee. The Senior Indenture and the Subordinated Indenture are together called the "Indentures".

The following summary of certain provisions of the Indentures is not complete. You should refer to the applicable provisions of the following documents:

- . the Senior Indenture, which is incorporated by reference to Exhibit 4(a) to Registration Statement No. 33-39359, filed with the SEC on March 11, 1991, and
- . the Subordinated Indenture, which is incorporated by reference to Exhibit 4.3 to Registration Statement No. 33-57011, filed with the SEC on December 22, 1994.

Some of the capitalized terms used in the following discussion are defined in the Indentures, and their definitions are incorporated by reference into this prospectus.

General

Neither Indenture limits the aggregate principal amount of Debt Securities that we may issue under that Indenture. The Debt Securities may be issued in one or more series as we may authorize at various times. All Debt Securities will be unsecured. The Senior Securities will have the same rank as all of our other unsecured and unsubordinated debt. The Subordinated Securities will be subordinated to Superior Indebtedness as described in the "Subordinated Securities" section below. The Senior Securities and Subordinated Securities may be combined into one series or offered separately. The prospectus supplement relating to the particular series of Debt Securities being offered will specify the amounts, prices and terms of those Debt Securities. These terms may include:

- . the title and the limit on the aggregate principal amount of the Debt Securities;
- . the date or dates on which the Debt Securities will mature;
- . the annual rate or rates (which may be fixed or variable), if any, or the method of determining such rate or rates, at which the Debt Securities will bear interest;
- . the date or dates from which such interest shall accrue and the date or dates on which such interest will be payable;
- . the currency or currencies or units of two or more currencies in which the Debt Securities are denominated and principal and interest may be payable, and for which the Debt Securities may be purchased, which may be in United States dollars, a foreign currency or currencies or units of two or more foreign currencies;
- . whether such Debt Securities are to be Senior Securities or Subordinated Securities;
- . any redemption or sinking fund terms;
- . any event of default or covenant with respect to the Debt Securities of a particular series, if not set forth in this prospectus;
- . whether the Debt Securities will be issued as Registered Securities (as defined below) or as Bearer Securities (as defined below);
- . whether the Debt Securities are to be issued in whole or in part in the form of one or more Global Securities (as defined below) and, if so, the identity of the depository for such Global Security or Securities; and
- . any other terms of such series, which will not conflict with the terms of applicable Indenture.

Unless the applicable prospectus supplement states otherwise, principal, premium, if any, and interest, if any, will be payable and the Debt Securities will be transferable at the corporate trust office of the appropriate trustee. At our option, however, payment of interest may be made by check mailed to the registered holders of the Debt Securities at their registered addresses.

We will issue the Debt Securities in fully registered form without coupons ("Registered Securities") unless the applicable prospectus supplement provides for an issuance to be in bearer form with or without

coupons ("Bearer Securities"). Unless the applicable prospectus states otherwise, we will issue Debt Securities denominated in U.S. dollars in denominations of \$1,000 or multiples of \$1,000 for Registered Securities and in denominations of \$5,000 or multiples of \$5,000 for Bearer Securities. No service charge will be made for any transfer or exchange of such Debt Securities, but we may require payment beforehand of any related taxes or other governmental charges. Debt Securities may also be issued pursuant to the Indentures in transactions exempt from the registration requirements of the Securities Act of 1933, and such Debt Securities will not be considered in determining the aggregate amount of securities issued under the Registration Statement.

Special Federal income tax and other considerations relating to Debt Securities denominated in foreign currencies or units of two or more foreign currencies will be described in the applicable prospectus supplement.

Unless the applicable prospectus supplement states otherwise, the covenants contained in the Indentures and the Debt Securities will not provide special protection to holders of Debt Securities if we enter into a highly leveraged transaction, recapitalization or restructuring.

Exchange, Registration and Transfer

Registered Securities (other than Global Securities) of any series will be exchangeable for other Registered Securities of the same series and of like aggregate principal amount and tenor in different authorized denominations. In addition, if Debt Securities of any series are issuable as both Registered Securities and Bearer Securities, the holder may choose, upon written request, and subject to the terms of the applicable Indenture, to exchange Bearer Securities (with all unmatured coupons, except as provided below, and all matured coupons in default) of such series into Registered Securities of the same series of any authorized denominations and of like aggregate principal amount and tenor. Bearer Securities with appurtenant coupons surrendered in exchange for Registered Securities between a Regular Record Date or a Special Record Date and the relevant date for interest payment shall be surrendered without the coupon relating to the interest payment date, and interest will not be payable with respect to the Registered Security issued in exchange for such Bearer Security, but will be payable only to the holder of the coupon when due in accordance with the terms of the applicable Indenture. Bearer Securities will not be issued in exchange for Registered Securities.

You may present Debt Securities for exchange as provided above, and you may present Registered Securities for registration of transfer (with a duly executed form of transfer), at the office of the Security Registrar or at the office of any transfer agent designated by us for such purpose with respect to any series of Debt Securities and referred to in the applicable prospectus supplement. This may be done without service charge and upon payment of any taxes and other governmental charges as described in the applicable Indenture. The Security Registrar or such transfer agent, as the case may be, will effect the transfer or exchange upon being satisfied with the documents of title and identity of the person making the request. We have appointed the applicable trustee as Security Registrar for the applicable Indenture. If a prospectus supplement refers to any transfer agents (in addition to the Security Registrar) initially designated by us with respect to any series of Debt Securities, we may at any time rescind the designation of any such transfer agent or approve a change in the location through which such transfer agent acts. However, if Debt Securities of a series are issuable solely as Registered Securities, we will be required to maintain a transfer agent in each place of payment for such series, and if Debt Securities of a series are issuable as Bearer Securities, we will be required to maintain (in addition to the Security Registrar) a transfer agent in a place of payment for such series located in Europe. We may at any time designate additional transfer agents with respect to any series of Debt Securities.

In the event of any redemption in part, we shall not be required to:

- . issue, register the transfer of or exchange Debt Securities of any series during a period beginning at the opening of business 15 days before any selection of Debt Securities of that series to be redeemed and ending at the close of business on (a) if Debt Securities of the series are issuable only as Registered Securities, the day of mailing of the relevant notice of redemption and (b) if Debt Securities of the series are issuable only as Bearer Securities, the day of the first publication of the relevant notice of

redemption or (c) if Debt Securities of the series are issuable as Registered Securities and Bearer Securities and there is no publication of the relevant notice of redemption, the day of mailing of the relevant notice of redemption, or the date of such publication, if applicable;

- . register the transfer of or exchange any Registered Security, or portion thereof, called for redemption, except the unredeemed portion of any Registered Security being redeemed in part; or
- . exchange any Bearer Security called for redemption, except to exchange such Bearer Security for a Registered Security of that series and like tenor which is immediately surrendered for redemption.

For a discussion of restriction on the exchange, registration and transfer of Global Securities, see "Global Securities" below.

Payment and Paying Agents

Unless the applicable prospectus supplement states otherwise, payment of principal, premium, if any, and interest on Bearer Securities will be payable, subject to any applicable laws and regulations, at the offices of such paying agents outside the U.S. as we may designate from time to time. Interest payment on Bearer Securities and appurtenant coupons on any interest payment date will be made only against surrender of the coupon relating to that interest payment date. No payment with respect to any Bearer Security will be made at any of our offices or agencies in the U.S. by check mailed to any U.S. address or by transfer to an account maintained with a bank located in the U.S. However, if (but only if) payment in U.S. dollars of the full amount of principal, premium, if any, and interest on Bearer Securities denominated and payable in U.S. dollars at all offices or agencies outside the U.S. is illegal or effectively precluded by exchange controls or other similar restrictions, then such payments will be made at the office of our paying agent in the Borough of Manhattan, The City of New York.

Unless the applicable prospectus supplement indicates otherwise, payment of principal, premium, if any, and any interest on Registered Securities will be made at the office of such paying agent or paying agents as we may designate from time to time. However, at our option, interest payments may be made by check mailed to the address, as it appears in the Security Register, of the person entitled to such payment. Unless otherwise indicated in the applicable prospectus supplement, payment of any installment of interest on Registered Securities will be made to the person in whose name such Registered Security is registered at the close of business on the Regular Record Date for such interest.

Unless the applicable prospectus supplement states otherwise, the Corporate Trust Office of the trustee in the Borough of Manhattan, The City of New York, will be designated (a) as our sole paying agent for payments with respect to Debt Securities that are issuable solely as Registered Securities and (b) as our paying agent in the Borough of Manhattan, The City of New York, for payments with respect to Debt Securities (subject to the limitation described above in the case of Bearer Securities) that are issuable solely as Bearer Securities or as both Registered Securities and Bearer Securities. We will name any paying agents outside the U.S. and any other paying agents in the U.S. initially designated by us for the Debt Securities in the applicable prospectus supplement. We may at any time designate additional paying agents or rescind the designation of any paying agent or approve a change in the office through which any paying agent acts. However, if Debt Securities of a series are issuable solely as Registered Securities, we will be required to maintain a paying agent in each place of payment for such series and, if Debt Securities of a series are issuable as Bearer Securities, we will be required to maintain (a) a paying agent in the Borough of Manhattan, The City of New York, for payments with respect to any Registered Securities of the series (and for payments with respect to Bearer Securities of the series in the circumstance described above, but not otherwise), and (b) a paying agent in a place of payment located outside the U.S. where Debt Securities of such series and any appurtenant coupons may be presented and surrendered for payment. However, if the Debt Securities of such series are listed on the London Stock Exchange, the Luxembourg Stock Exchange or any other stock exchange located outside the U.S. and if the stock exchange requires it, we will maintain a paying agent in London or Luxembourg or any other required city located outside the U.S., as the case may be, for the Debt Securities of such series.

All moneys we pay to a paying agent for the payment of principal, premium, if any, or interest on any Debt Security or coupon that remains unclaimed at the end of two years after becoming due and payable will be repaid to us, after which the holder of such Debt Security or coupon will look only to us for such payment.

Global Securities

The Debt Securities of a series may be issued in whole or in part in the form of one or more global certificates (the "Global Securities") that we will deposit with a depository identified in the applicable prospectus supplement. Global Securities may be issued in either registered or bearer form and in either temporary or permanent form. Unless and until it is exchanged in whole or in part for the individual Debt Securities it represents, a Global Security may not be transferred except as a whole (a) by the applicable depository to a nominee of the depository, (b) by any nominee to the depository itself or another nominee, or (c) by the depository or any nominee to a successor depository or any nominee of such successor.

The specific terms of the depository arrangement with respect to a series of Debt Securities will be described in the applicable prospectus supplement. We anticipate that the following provisions will generally apply to depository arrangements.

Upon the issuance of a Global Security in registered form, the depository for the Global Security or its nominee will credit, on its book-entry registration and transfer system, the respective principal amounts of the individual Debt Securities represented by that Global Security to the accounts of persons that have accounts with the depository ("participants"). Such accounts shall be designated by the dealers, underwriters or agents with respect to the underlying Debt Securities or by us if such Debt Securities are offered and sold directly by us. Ownership of beneficial interests in a Global Security will be limited to participants or persons that may hold interests through participants. Ownership of beneficial interests in such Global Security will be shown on, and the transfer of that ownership will be effected only through, records maintained by the applicable depository or its nominee (with respect to interests of participants) and the records of participants (with respect to interests of persons other than participants). The laws of some states require that certain purchasers of securities take physical delivery of such securities in definitive form. Such limits and such laws may impair the ability to transfer beneficial interests in a Global Security.

As long as the depository for a Global Security, or its nominee, is the registered owner of that Global Security, such depository or nominee, as the case may be, will be considered the sole owner or holder of the Debt Securities represented by the Global Security for all purposes under the applicable Indenture. Except as provided below, owners of beneficial interests in a Global Security will not be entitled to have any of the underlying Debt Securities registered in their names, will not receive or be entitled to receive physical delivery of any of the underlying Debt Securities in definitive form and will not be considered the owners or holders under the Indenture relating to those Debt Securities.

Payments of principal of, premium, if any, and interest, if any, on individual Debt Securities represented by a Global Security registered in the name of a depository or its nominee will be made to the depository or its nominee, as the case may be, as the registered owner of the Global Security representing such Debt Securities. Neither we, the trustee for the Debt Securities, any paying agent, nor the registrar for the Debt Securities will be responsible for any aspect of the records relating to or payments made by the depository or any participants on account of beneficial interests of the Global Security or for maintaining, supervising or reviewing any records relating to such beneficial interests.

We expect that the depository for a series of Debt Securities or its nominee, upon receipt of any payment of principal, premium, if any, or interest relating to a permanent Global Security representing any of the Debt Securities, immediately will credit participants' accounts with payments in amounts proportionate to their

respective beneficial interests in the principal amount of the Global Security as shown on the records of the depository or its nominee. We also expect that payments by participants to owners of beneficial interests in the Global Security held through those participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers in bearer form or registered in "street name". These payments will be the sole responsibility of those participants.

If the depository for a series of Debt Securities is at any time unwilling, unable or ineligible to continue as depository and a successor depository is not appointed by us within 90 days, we will issue individual Debt Securities of that series in exchange for the Global Security or Securities representing that series. In addition, we may at any time in our sole discretion, subject to any limitations described in the applicable prospectus supplement, determine not to have any Debt Securities of a series represented by one or more Global Securities. In such event, we will issue individual Debt Securities of such series in exchange for the Global Security or Securities. Further, if we so specify, an owner of a beneficial interest in a Global Security representing Debt Securities of a series may, on terms acceptable to us, the trustee, and the applicable depository, receive individual Debt Securities of such series in exchange for such beneficial interests, subject to any limitations described in the applicable prospectus supplement. In any such instance, the owner of the beneficial interest will be entitled to physical delivery of individual Debt Securities equal in principal amount to the beneficial interest and to have the Debt Securities registered in its name. These individual Debt Securities will be issued in denominations, unless we specify otherwise, of \$1,000 or integral multiples of \$1,000.

If an applicable prospectus supplement so states, all or any portion of the Debt Securities of a series that are issuable as Bearer Securities initially will be represented by one or more temporary Global Securities, with or without interest coupons. These temporary Global Securities will be deposited with a Common Depository in London for Morgan Guaranty Trust Company of New York, Brussels Office, as operator of the Euroclear System ("Euroclear") and Cedel Bank, societe anonyme ("Cedel"), for credit to the respective accounts of the beneficial owners of such Debt Securities (or to such other accounts as they may direct). On and after the exchange date determined as provided in any such temporary Global Security and described in the applicable prospectus supplement, each such temporary Global Security will be exchangeable for definitive Debt Securities in bearer form, registered form, or definitive global form (registered or bearer), or any combination of these. No Bearer Security (including a Debt Security in definitive global bearer form) delivered in exchange for a portion of a temporary Global Security shall be mailed or otherwise delivered to any location in the U.S. in connection with this exchange.

Unless the applicable prospectus supplement states otherwise, we or our agent must receive a certificate signed by Euroclear or Cedel, as the case may be, prior to the delivery of a definitive Bearer Security, and prior to the actual payment of interest on the applicable portion of the temporary Global Security payable prior to the delivery of a definitive Debt Security. The certificate must be based on statements provided to Euroclear or Cedel by its member organizations. The certificate must be dated on the earlier of the date of the first actual payment of interest on the Debt Security or the date of delivery of the Debt Security in definitive form, and must state that on such date the Debt Security is owned by:

- . a person that is not a U.S. person and is not a financial institution holding the obligation for purposes of resale during the Restricted Period;
- . a U.S. person that is either (a) the foreign branch of a U.S. financial institution purchasing for its own account or for resale during the Restricted Period or (b) a United States person who acquired its interest through the foreign branch of a U.S. financial institution and who holds the obligation through such financial institution on the date of certification. In either case (a) or (b), the U.S. financial institution must provide either a certificate stating that it agrees to comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the related regulations or has provided a valid blanket certificate stating that the financial institution will comply with such requirements) or
- . a financial institution holding for purposes of resale during the Restricted Period, and such financial institution certifies in addition that it has not acquired the obligation for purposes of resale directly or indirectly to a U.S. person or to a person within the United States or its possessions.

As used in this paragraph, the term "Restricted Period" means (a) the period from the closing date until 40 days after or (b) any time if the obligation is held as part of an unsold allotment or subscription.

Each of Euroclear and Cedel will in these circumstances credit the interest received by it to the accounts of the beneficial owners of the temporary Global Security (or to such other accounts as they may direct).

The beneficial owner of a Debt Security underlying a definitive Global Security in bearer form may, upon at least 30 days' written notice to the trustee given by it through either Euroclear or Cedel, exchange its interest in that definitive Global Security for a definitive Bearer Security or Securities, or a definitive Registered Security or Securities of any authorized denomination. No individual definitive Bearer Security will be delivered in or to the U.S.

Senior Securities--Certain Restrictive Covenants

Limitations on Liens. Unless the applicable prospectus supplement states otherwise, we will agree that neither we nor any Subsidiary of ours (as defined in the Senior Indenture) will issue, assume or guarantee any Debt secured by a mortgage, lien, pledge or other encumbrance ("Mortgages") upon real or personal property of ours or of our Subsidiary that is located in the continental U.S. without providing that the Senior Securities (and, if we choose, any other existing or future indebtedness or obligation of equal rank) will be secured equally and ratably or, if we so choose, prior to such Debt. However, this provision shall not apply to the following:

- . Mortgages existing on the date of the Senior Indenture;
- . Mortgages affecting property of a corporation existing at the time it becomes a Subsidiary of ours or at the time it is merged into or consolidated with us or a Subsidiary of ours;
- . Mortgages on property (a) existing at the time of the property's acquisition, (b) to secure payment of all or part of the property's purchase price, (c) to secure Debt incurred prior to, at the time of or within 24 months after the property's acquisition for the purpose of financing all or part of the property's purchase price or (d) assumed or incurred in connection with the property's acquisition;
- . Mortgages on property to secure all or part of the cost of repairing, altering, constructing, improving, exploring, drilling or developing the property, or to secure Debt incurred to provide funds for any such purpose;
- . Mortgages on (a) pipelines, gathering systems, pumping or compressor stations, pipeline storage facilities or other related facilities, (b) tank cars, tank trucks, tank vessels, barges, tow boats or other vessels or boats, drilling barges, drilling platforms, or other movable railway, automotive, aeronautic or marine facilities, (c) office buildings, laboratory and research facilities, retail service stations, retail or wholesale sales facilities, terminals, bulk plants, warehouses or storage or distribution facilities, (d) manufacturing facilities other than units for the refining of crude oil, (e) the equipment of any of the foregoing or (f) any "margin stock" or "margin security" within the meaning of Regulation U or Regulation G of the Board of Governors of the Federal Reserve System as amended from time to time;
- . Mortgages on current assets or other personal property (other than shares of stock or indebtedness of Subsidiaries) to secure loans maturing not more than one year from the date of the creation thereof or to secure any renewal thereof for not more than one year at any one time;
- . Mortgages which secure indebtedness owed by a Subsidiary of ours to us or another Subsidiary of ours;
- . Mortgages on property of any Subsidiary of ours principally engaged in a financing or leasing business;
- . Mortgages upon the oil, gas or other minerals produced or to be produced (or on the related proceeds) from properties (other than those which were acquired and which became productive on or before August 15, 1977) if, each of those Mortgages has been or will be given to secure indebtedness incurred to pay or to reimburse the cost (incurred subsequent to the date of the acquisition of such property or August 15, 1977, whichever is later) of drilling or equipping such property; and

. any extension, renewal or replacement (or successive extensions, renewals or replacements), in whole or in part, of any Mortgage referred to in the preceding items or of any Debt secured thereby, provided that the original principal amount of Debt secured shall not exceed the principal amount of Debt so secured at the time of such extension, renewal or replacement. In addition, such extension, renewal or replacement Mortgage will be limited to all or part of substantially the same property (plus improvements) which secured the Mortgage.

Notwithstanding anything mentioned above, we and any one or more of our Subsidiaries may issue, assume or guarantee Debt secured by Mortgages that would otherwise be subject to the foregoing restrictions in an aggregate principal amount which, together with the aggregate outstanding principal amount of all other Debt of ours and our Subsidiaries that would otherwise be subject to the foregoing restrictions, does not at any one time exceed 5% of the stockholders' equity in us and our consolidated subsidiary companies as shown on our audited consolidated balance sheet contained in our latest annual report to stockholders.

The following types of transactions, among others, shall not be deemed to create Debt secured by Mortgages: (1) the sale or other transfer of oil, gas or other minerals in place for a period of time until, or in an amount such that, the transferee will realize from the sale or transfer a specified amount (however determined) of money or such minerals, or the sale or other transfer of any other interest in property of the character commonly referred to as an oil payment or a production payment, and (2) Mortgages required by any contract or statute in order to permit us or a Subsidiary of ours to perform any contract or subcontract made with or at the request of the U.S., any State or any department, agency or instrumentality of either.

"Debt" is defined to include any notes, bonds, debentures or other similar evidences of indebtedness for money borrowed.

Limitations on Sale and Lease-Back. Unless the applicable prospectus supplement states otherwise, we will agree that neither we nor any Subsidiary of ours will enter into any arrangement with any bank, insurance company or other lender or investor, or to which any such lender or investor is a party, to lease to us or a Subsidiary of ours for a period of more than three years any real property located in the continental U.S. which has been or will be sold or transferred by us or a Subsidiary of ours to the lender or investor or to any person or organization to which funds have been or are to be advanced by the lender or investor on the security of the leased property ("Sale and Lease-Back Transactions"). This paragraph does not apply where either: (a) we or our Subsidiary would be entitled to create Debt secured by a Mortgage on the property to be leased, without equally and ratably securing the Senior Securities, or (b) we (and in any such case we covenant and agree to do so), within four months after the effective date of such Sale and Lease-Back Transaction (whether made by us or our Subsidiary), apply to the retirement of Debt of ours maturing by its terms more than one year after its original creation ("Funded Debt"), an amount equal to the greater of (1) the net proceeds of the sale of the real property leased pursuant to such arrangement or (2) the fair value of the real property so leased at the time of entering into such arrangement (as determined by the Board of Directors). This amount to be applied to the retirement of Funded Debt shall be reduced by an amount equal to the sum of (a) the principal amount of Debt Securities delivered, within four months after the effective date of such arrangement, to the trustee for retirement and cancellation and (b) the principal amount of other Funded Debt voluntarily retired by us within such four-month period, excluding retirements of Senior Securities and other Funded Debt pursuant to mandatory sinking fund or prepayment provisions or by payment at maturity.

Limitation on Consolidations and Mergers. We may not consolidate or merge with any other person or convey or transfer all or substantially all of our properties and assets to another person or permit another corporation to merge into us, unless: (a) the successor is a person organized under the laws of the United States or any state; (b) the successor person, if not us, assumes our obligations on the Senior Securities and under the Senior Indenture; and (c) certain other conditions are met.

Subordinated Securities

Under the Subordinated Indenture, payment of the principal, interest and any premium on the Subordinated Securities will generally be subordinated in right of payment to the prior payment in full of all of our Superior Indebtedness.

"Superior Indebtedness" is defined as the principal of, premium, if any, and accrued and unpaid interest on (whether outstanding on or created, incurred or assumed after the date of execution of the Subordinated Indenture):

- . our indebtedness for money borrowed (other than the Subordinated Securities);
- . guarantees by us of indebtedness for money borrowed of any other person;
- . indebtedness evidenced by notes, debentures, bonds or other instruments of indebtedness for the payment of which we are responsible or liable, by guarantees or otherwise;
- . our obligations under any agreement relating to any interest rate or currency swap, interest rate cap, interest rate collar, interest rate future, currency exchange or forward currency transaction or any similar interest rate or currency hedging transaction, whether outstanding on the date of the Subordinated Indenture or created, incurred or assumed afterward; and
- . our obligations under any agreement to lease, or any lease of, any real or personal property which, in accordance with generally accepted accounting principles, is classified on our balance sheet as a liability.

Superior Indebtedness shall also be deemed to include modifications, renewals, extensions and refundings of any of the types of indebtedness, liability, obligations or guarantee listed above, unless the relevant instrument provides that such indebtedness, liability, obligation or guarantee, or such modification, renewal, extension or refunding, is not superior in right of payment to the Subordinated Securities. Superior Indebtedness shall not, however, be deemed to include (a) any of our obligations to any Subsidiary of ours and (b) any of our indebtedness, guarantee or obligations of the type set forth above which is subordinate or junior in ranking in any respect to any of our other indebtedness, guarantees or obligations.

No payment by us on account of principal of, premium, if any, or interest on the Subordinated Securities, including sinking fund payments, if any, may be made if any default or event of default with respect to any Superior Indebtedness occurs and is continuing and (unless such default or event of default is our failure to pay principal or interest on any instrument constituting Superior Indebtedness) written notice of this default or event of default is given to the trustee by us or to us and the trustee by the holders or their representatives of at least 10% in principal amount of any Superior Indebtedness. We may resume payments on the Subordinated Securities (unless otherwise prohibited by the related Indenture) if (a) such default is cured or waived, or (b) 120 days pass after the notice is given, if such default is not the subject of judicial proceedings, unless such default is our failure to pay principal or interest on any Superior Indebtedness.

In the event that any Subordinated Security is declared due and payable before its specified date, or upon any payment or distribution of assets by us to creditors upon our dissolution, winding up, liquidation or reorganization, all principal of (and premium, if any) and interest due or to become due on all Superior Indebtedness must be paid in full before the holders of Subordinated Securities are entitled to receive or take any payment (other than shares of stock or subordinated indebtedness provided by a plan of reorganization or adjustment which does not alter the rights of holders of Superior Indebtedness without any holder's consent). Subject to the payment in full of all Superior Indebtedness, the holders of the Subordinated Securities are to be subrogated to the rights of the holders of Superior Indebtedness to receive payments or distribution of our assets applicable to Superior Indebtedness until the Subordinated Securities are paid in full.

By reason of this subordination, in the event of insolvency, our creditors who are holders of Superior Indebtedness, as well as certain of our general creditors, may recover more, ratably, than the holders of the Subordinated Securities.

The Subordinated Indenture will not limit the amount of Superior Indebtedness or Debt Securities which may be issued by us or any of our subsidiaries.

Modification of the Indentures

Under each Indenture our rights and obligations and the rights of the holders may be modified with the consent of the holders of at least two-thirds in principal amount of the then outstanding Debt Securities of each series affected by the modification. None of the following modifications, however, is effective against any holder without the consent of the holders of all of the affected outstanding Debt Securities:

- . changing the maturity, installment or interest rate of any of the Debt Securities;
- . reducing the principal amount, any premium or the rate of interest of any of the Debt Securities;
- . changing the currency, currencies or currency unit or units in which any principal, premium or interest of any of the Debt Securities is payable;
- . changing any of our obligations to maintain an office or agency in the places and for the purposes required by the Indentures;
- . impairing any right to take legal action for an overdue payment;
- . reducing the percentage required for modifications or waivers of compliance with the Indentures; or
- . with certain exceptions, modifying the provisions for the waiver of certain covenants and defaults and any of the foregoing provisions.

Any actions we or the trustee may take toward adding to our covenants, adding Events of Default or establishing the structure or terms of the Debt Securities as permitted by the Indentures will not require the approval of any holder of Debt Securities. In addition, we or the trustee may cure ambiguities or inconsistencies in the Indentures or make other provisions without the approval of any holder as long as no holder's interests are materially and adversely affected.

Waiver of Certain Covenants

The Indentures provide that we will not be required to comply with certain restrictive covenants (including those described above under "Senior Securities--Certain Restrictive Covenants") if the holders of at least two-thirds in principal amount of each series of outstanding Debt Securities affected waive compliance with the restrictive covenants.

Events of Default, Notice and Waiver

"Event of Default" when used in an Indenture, will mean any of the following in relation to a series of Debt Securities:

- . failure to pay interest on any Debt Security for 30 days after the interest becomes due;
- . failure to pay the principal or any premium on any Debt Security when due;
- . failure to deposit any sinking fund payment for 30 days after such payment becomes due;
- . failure to perform or breach of any other covenant or warranty in the Indenture that continues for 60 days after our being given notice from the trustee or the holders of at least 25% in principal amount of the outstanding Debt Securities of the series;
- . certain events of bankruptcy, insolvency or reorganization of ours; or
- . any other Event of Default provided for Debt Securities of that series.

If any Event of Default relating to outstanding Debt Securities of any series occurs and is continuing, either the trustee or the holders of at least 25% in principal amount of the outstanding Debt Securities of that series may declare the principal of all of the outstanding Debt Securities of such series to be due and immediately payable.

The Indentures provide that the holders of at least a majority in principal amount of the outstanding Debt Securities of any series may 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 the Debt Securities of such series. The trustee may act in any way that is consistent with such directions and may decline to act if any such direction is contrary to law or to the Indentures or would involve such trustee in personal liability.

The Indentures provide that the holders of at least a majority in principal amount of the outstanding Debt Securities of any series may on behalf of the holders of all of the outstanding Debt Securities of the series waive any past default (and its consequences) under the Indentures relating to such series, except a default (a) in the payment of the principal of (or premium, if any) or interest on any of the Debt Securities of such series or (b) with respect to a covenant or provision of such Indentures which, under the terms of such Indentures, cannot be modified or amended without the consent of the holders of all of the outstanding Debt Securities of such series affected thereby.

The Indentures contain provisions entitling the trustee, subject to the duty of the trustee during an Event of Default to act with the required standard of care, to be indemnified by the holders of the Debt Securities of the relevant series before proceeding to exercise any right or power under the Indentures at the request of those holders.

The Indentures require the trustee to, within 90 days after the occurrence of a default known to it with respect to any series of outstanding Debt Securities, give the holders of that series notice of the default if uncured and unwaived. However, the trustee may withhold this notice if it in good faith determines that the withholding of this notice is in the interest of those holders, except that the trustee may not withhold this notice in the case of a default in payment of principal, premium, interest or sinking fund installment with respect to any Debt Securities of the series ("payment"). The above notice shall not be given until at least 30 days after the occurrence of a default in the performance of or a breach of a covenant or warranty in the applicable Indenture other than a covenant to make payment. The term "default" for the purpose of this provision means any event that is, or after notice or lapse of time, or both, would become, an Event of Default with respect to the Debt Securities of that series.

Each Indenture requires us to file annually with the trustee a certificate, executed by one of our officers, indicating whether the officer has knowledge of any default under the Indenture.

Meetings

The Indentures contain provisions for convening meetings of the holders of Debt Securities of a series if Debt Securities of that series are issuable as Bearer Securities. A meeting may be called at any time by the trustee, and, if the trustee fails to call a meeting within 21 days after receipt of a request from us or the holders of at least 10% in principal amount of the outstanding Debt Securities of such series, we or such holders may call a meeting upon notice given in accordance with the provisions described in "Notices" below. Persons entitled to vote a majority in principal amount of the outstanding Debt Securities of a series shall constitute a quorum at a meeting of the holders of Debt Securities of such series. However, if any action is to be taken at such meeting with respect to a consent or waiver which is required to be given by the holders of at least two-thirds in principal amount of the outstanding Debt Securities of a series, the persons entitled to vote two-thirds in principal amount of the outstanding Debt Securities of such series shall constitute a quorum. In the absence of a quorum, a meeting called by us or the trustee shall be adjourned for a period of at least 10 days, and in the absence of a quorum at any such adjourned meeting, the meeting shall be further adjourned for a period of at least 10 days. Any resolution with respect to any request, demand, authorization, direction, notice, consent, waiver or other action which may be made, given or taken by the holders of a specified percentage in principal amount of outstanding Debt Securities of a series may be adopted at a meeting or adjourned meeting duly reconvened at which a quorum is present by the affirmative vote of the holders of the specified percentage in

principal amount of the outstanding Debt Securities of that series. Any resolution passed or decision taken at any meeting of holders of Debt Securities of any series duly held in accordance with the Indentures will be binding on all holders of Debt Securities of that series and the related coupons. With respect to any consent, waiver or other action which the Indentures expressly provide may be given by the holders of the specified percentage of outstanding Debt Securities of any series affected (acting as one class), only the principal amount of outstanding Debt Securities of any series represented at a meeting or adjourned meeting duly reconvened at which a quorum is present as described above and voting in favor of such action shall be counted for purposes of calculating the aggregate principal amount of outstanding Debt Securities of all series affected favoring such action.

Notices

Except as otherwise provided in the applicable prospectus supplement, notices to holders of Bearer Securities will be given by publication at least once in a daily newspaper in The City of New York and London and in any other cities specified in the Bearer Securities. For holders of Bearer Securities, notices will also be mailed to those persons whose names and addresses were previously filed with the trustee within the last two years under the Indentures, within the time prescribed for the giving of such information. Notices to holders of Registered Securities will be sent by mail to the addresses of such holders as they appear in the Security Register.

Title

Title to any Bearer Securities (including Bearer Securities in temporary or definitive global bearer form) and any related coupons will pass by delivery. We, the appropriate trustee and any agent of us or the trustee may treat the bearer of any Bearer Security and the bearer of any coupon and registered owner of any Registered Security as the absolute owner (whether or not such security or coupon is overdue and notwithstanding any notice to the contrary) for the purpose of making payment and for all other purposes.

Replacement of Securities and Coupons

We will replace any mutilated Debt Security and any Debt Security with a mutilated coupon at the expense of the holder upon surrender of the mutilated Debt Security or Debt Security with a mutilated coupon to the appropriate trustee. We will replace Debt Securities or coupons that are destroyed, stolen or lost at the expense of the holder upon delivery to the appropriate trustee of evidence of the destruction, loss or theft of the Debt Securities or coupons satisfactory to us and to the trustee. In the case of any coupon which is destroyed, stolen or lost, such coupon will be replaced (upon surrender to the appropriate trustee of the Debt Security with all appurtenant coupons not destroyed, stolen or lost) by issuance of a new Debt Security in exchange for the Debt Security to which such coupon relates. In the case of a destroyed, lost or stolen Debt Security or coupon, an indemnity satisfactory to the appropriate trustee and us may be required at the expense of the holder of such Debt Security or coupon before a replacement Debt Security will be issued.

Defeasance

The Indentures contain a provision that, if made applicable to any series of Debt Securities, permits us to elect (a) to defease and be discharged from all of our obligations (subject to limited exceptions) with respect to any series of Debt Securities then outstanding ("legal defeasance") or (b) to be released from our obligations under certain restrictive covenants (including those described above under "Senior Securities--Certain Restrictive Covenants") ("covenant defeasance"). To make either of the above elections, we must

- . deposit in trust with the trustee (a) in the case of Debt Securities and coupons denominated in U.S. dollars, U.S. Government Obligations (as defined in the Indentures) and (b) in the case of Debt Securities and coupons denominated in a foreign currency, Foreign Government Securities (as defined in the Indentures), which through the payment of principal and interest in accordance with their terms will provide sufficient money, U.S. Government Obligations and/or Foreign Government Obligations (as the case may be), without reinvestment, to repay in full those Debt Securities; and

- . deliver to the trustee an opinion of counsel that holders of the Debt Securities will not recognize income, gain or loss for Federal income tax purposes as a result of the deposit and related defeasance and will be subject to Federal income tax in the same amount, in the same manner and at the same times as would have been the case if such deposit and related defeasance had not occurred (in the case of legal defeasance only, such opinion of counsel to be based on a ruling of the Internal Revenue Service or other change in applicable Federal income tax law.)

Certain Rights to Require Purchase of Securities by Ashland Upon Unapproved Change in Control and Decline in Debt Rating

In the event that (a) there occurs any Change in Control (as defined below) of the Company and (b) the prevailing rating of any series of the Debt Securities issued under the Indentures on a date within 90 days following public notice of such Change in Control is less than the rating on a specified earlier date by the equivalent of at least one full rating category (as defined in the Indentures), each holder of Debt Securities of such series shall have the right, at the holder's option, to require us to purchase all or any part of the holder's Debt Securities on the date (the "Repurchase Date") that is 100 days after the later of (1) public notice of such Change in Control and (2) the rating decline, at 100% of the principal amount on the Repurchase Date, plus accrued and unpaid interest to the Repurchase Date. Notwithstanding the foregoing, if such a rating decline applies to less than all series of the Debt Securities, the repurchase rights described above will apply only to those series with respect to which there has been a rating decline.

On or before the twenty-eighth day after the later of public notice of the Change in Control and the decrease in the rating of such Debt Securities, we are obligated to mail or cause to be mailed to all holders of record of such Debt Securities a notice regarding the Change in Control, the decrease in the rating of the Debt Securities and the repurchase right. The notice shall state the date by which the repurchase right must be exercised (the "repurchase date"), the applicable price for such Debt Securities and the procedure which the holder must follow to exercise this right. We shall cause a copy of such notice to be published in a newspaper of general circulation in the Borough of Manhattan, The City of New York. To exercise this right, the holder of a Debt Security must deliver on or before the tenth day before the repurchase date written notice to us (or an agent designated by us for such purpose) of the holder's exercise of such right, together with the Debt Security with respect to which the right is being exercised, duly endorsed for transfer. We will comply with Rules 13e-4 and 14e-1 under the Exchange Act and any other applicable securities laws in connection with any such repurchase of Debt Securities.

As used herein, a "Change in Control" shall be deemed to have occurred when (a) a "person" or "group" (within the meaning of Section 13(d) and 14(d)(2) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) of more than 50% of our outstanding voting stock, otherwise than through a transaction consummated with the prior approval of our Board of Directors or (b) during any period of two consecutive years, individuals who at the beginning of such period constitute our Board of Directors (together with any new director whose election by our Board of Directors or whose nomination for election by our shareholders was approved by a vote of at least two-thirds of the Directors then still in office who either were Directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Directors then in office. In considering whether to approve a transaction which might otherwise constitute a Change in Control, the Board of Directors will be required to consider the interests of our stockholders, employees and other creditors which may not necessarily be consistent with the interests of holders of Debt Securities. In considering whether to pursue a transaction which might otherwise constitute a Change in Control, a potential acquiror will be required to consider that, to the extent the repurchase right becomes exercisable and is exercised by holders of Debt Securities of any series, sufficient funds must be made available to make payment to these holders. We cannot presently predict the source of such funds, but expect that the source would be determined in the context of the overall consideration of such a transaction.

Governing Law

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

The Trustee

Citibank, N.A. is trustee under the Senior Indenture and one other indenture under which unsecured debt obligations of ours are outstanding. The trustee has other customary banking relationships with us and our affiliates.

DESCRIPTION OF PREFERRED STOCK

General. Our Second Restated Articles of Incorporation, as amended (the "Restated Articles") authorize our Board of Directors, without further shareholder action, to provide for the issuance of up to 30,000,000 shares of Preferred Stock, in one or more series, and to fix the designations, terms, and relative rights and preferences, including the dividend rate, voting rights, conversion rights, redemption and sinking fund provisions and liquidation values of each of these series. We may amend from time to time our Restated Articles to increase the number of authorized shares of Preferred Stock. Any such amendment would require the approval of the holders of two-thirds of the outstanding shares of all series of Preferred Stock voting together as a single class without regard to series. As of the date of this prospectus, we have no preferred stock outstanding. We have 500,000 shares designated as Series A Participating Cumulative Preferred Stock reserved for issuance upon exercise of rights under the Rights Agreement described below under "Preferred Stock Purchase Rights".

The particular terms of any series of Preferred Stock being offered by us under this shelf registration will be described in the prospectus supplement relating to that series of Preferred Stock. Those terms may include:

- . the title and liquidation preference per share of the Preferred Stock and the number of shares offered;
- . the purchase price of the Preferred Stock;
- . the dividend rate (or method of calculation), the dates on which dividends will be paid and the date from which dividends will begin to accumulate;
- . any redemption or sinking fund provisions of the Preferred Stock;
- . any conversion provisions of the Preferred Stock;
- . the voting rights, if any, of the Preferred Stock; and
- . any additional dividend, liquidation, redemption, sinking fund and other rights, preferences, privileges, limitations and restrictions of the Preferred Stock.

If the terms of any series of Preferred Stock being offered differ from the terms set forth in this prospectus, those terms will also be disclosed in the prospectus supplement relating to that series of Preferred Stock. The summary in this prospectus is not complete. You should refer to the Articles of Amendment to the Restated Articles establishing a particular series of Preferred Stock which will be filed with the Secretary of State of the Commonwealth of Kentucky and the SEC in connection with the offering of the Preferred Stock.

The Preferred Stock will, when issued, be fully paid and nonassessable.

Dividend Rights. The Preferred Stock will be preferred over the Common Stock as to payment of dividends. Before any dividends or distributions (other than dividends or distributions payable in Common Stock) on the Common Stock shall be declared and set apart for payment or paid, the holders of shares of each series of Preferred Stock shall be entitled to receive dividends (either in cash, shares of Common Stock or Preferred Stock, or otherwise) when, as and if declared by the Board of Directors, at the rate and on the date or

dates as set forth in the prospectus supplement. With respect to each series of Preferred Stock, the dividends on each share of such series shall be cumulative from the date of issue of such share unless some other date is set forth in the prospectus supplement relating to any such series. Accruals of dividends shall not bear interest.

Rights Upon Liquidation. The Preferred Stock shall be preferred over the Common Stock as to assets so that the holders of each series of Preferred Stock shall be entitled to be paid, upon our voluntary or involuntary liquidation, dissolution or winding up and before any distribution is made to the holders of Common Stock, the amount set forth in the applicable prospectus supplement, but in such case the holders of Preferred Stock shall not be entitled to any other or further payment. If upon any such liquidation, dissolution or winding up our net assets shall be insufficient to permit the payment in full of the respective amounts to which the holders of all outstanding Preferred Stock are entitled, our entire remaining net assets shall be distributed among the holders of each series of Preferred Stock in amounts proportionate to the full amounts to which the holders of each series are respectively entitled.

Redemption. All shares of any series of Preferred Stock shall be redeemable to the extent set forth in the prospectus supplement relating to the series. All shares of any series of Preferred Stock shall be convertible into shares of Common Stock or into shares of any other series of Preferred Stock to the extent set forth in the applicable prospectus supplement.

Voting Rights. Except as indicated in the prospectus supplement, the holders of Preferred Stock shall be entitled to one vote for each share of Preferred Stock held by them on all matters properly presented to shareholders. The holders of Common Stock and the holders of all series of Preferred Stock will vote together as one class.

Preferred Stock Purchase Rights. On May 16, 1996, we entered into a rights agreement with Harris Trust and Savings Bank, as rights agent (the "Rights Agreement"), which is a shareholder rights plan providing for a dividend of one Preferred Stock purchase right for each outstanding share of our Common Stock (the "Rights"). We issued the dividend to shareholders of record on the date of the adoption of the Rights Agreement, and holders of shares of Common Stock issued since that date are issued Rights with their shares. The Rights trade automatically with shares of Common Stock and become exercisable only under certain circumstances as described below. The Rights are designed to protect the interests of the Company and our shareholders against coercive takeover tactics. The purpose of the Rights is to encourage potential acquirors to negotiate with our Board of Directors prior to attempting a takeover and to provide the Board with leverage in negotiating on behalf of all shareholders the terms of any proposed takeover. The Rights may have certain anti-takeover effects. The Rights should not, however, interfere with any merger or other business combination approved by the Board of Directors.

Until a Right is exercised, the holder of a Right will have no rights as a shareholder of the Company including, without limitation, the right to vote or to receive dividends. Upon becoming exercisable, each Right will entitle its holder to purchase from us one one-thousandth of a share of Series A Participating Cumulative Preferred Stock, without par value, at a purchase price of \$140 per Right, subject to adjustment (the "Purchase Price"). In general, the Rights will not be exercisable until the earlier of (a) any time that we learn that a person or group (including any affiliate or associate of the person or group) has acquired, or has obtained the right to acquire, beneficial ownership of 15% or more of our outstanding Common Stock (the person or group being called an "Acquiring Person"), unless provisions preventing accidental triggering of the Rights apply and (b) the close of business on the date, if any, designated by our Board of Directors following the commencement of, or first public disclosure of an intent to commence, a tender or exchange offer for 15% or more of our outstanding Common Stock (the earlier of such dates being called the "Distribution Date").

In the event that, following the Distribution Date, we are acquired in a merger or other business combination by a publicly traded Acquiring Person or its associate or affiliate or 50% or more of our assets or assets representing 50% or more of our revenues or cash flow are sold, leased, exchanged or transferred in

another manner (in one or more transactions) to a publicly traded Acquiring Person or its associate or affiliate, each Right will entitle its holder (subject to the next paragraph) to purchase, for the Purchase Price, that number of common shares of such corporation which at the time of the transaction would have a market value of twice the Purchase Price. In the event we are acquired in a merger or other business combination by a non-publicly traded Acquiring Person or its associate or affiliate or 50% or more of our assets or assets representing 50% or more of our revenues or cash flow are sold, leased, exchanged or otherwise transferred (in one or more transactions) to a non-publicly traded Acquiring Person or its associate or affiliate, each Right will entitle its holder (subject to the next paragraph) to purchase, for the Purchase Price, at the holder's option, (a) that number of shares of the surviving corporation (including us, if we are the surviving corporation) in the transaction with such entity which at the time of the transaction would have a book value of twice the Purchase Price, (b) that number of shares of such entity which at the time of the transaction would have a book value of twice the Purchase Price or (c) if such entity has an affiliate which has publicly traded common shares, that number of common shares of such affiliate which at the time of the transaction would have a market value of twice the Purchase Price.

Any Rights that are at any time beneficially owned by an Acquiring Person (or any affiliate or associate) will be null and void and nontransferable, and any holder of such Right (including any purported transferee or subsequent holder) will be unable to exercise or transfer the Right.

The Rights will expire at the close of business on May 16, 2006, unless redeemed before that time. At any time prior to the earlier of (a) the time a person or group becomes an Acquiring Person and (b) the "expiration date", the Board of Directors may redeem the Rights in whole, but not in part, at a price of \$.01 per Right (this amount is subject to adjustment as provided in the Rights Agreement).

The following summary is not complete and is not intended to give full effect to provisions of statutory or common law. You should refer to the applicable provisions of the Rights Agreement and the Form of Right Certificate, which are incorporated by reference to Exhibits 4(a) and 4(c), respectively, to our Form 8-A, filed with the SEC on May 16, 1996, into Exhibit 4.5 to the Registration Statement.

Certain Provisions of Ashland's Restated Articles. In the event of a proposed merger or tender offer, proxy contest or other attempt to gain control of us and not approved by our Board of Directors, it would be possible, subject to any limitations imposed by applicable law, the Restated Articles and the applicable rules of the stock exchanges upon which the Common Stock is listed, for the Board of Directors to authorize the issuance of one or more series of preferred stock with voting rights or other rights and preferences which would impede the success of the proposed merger, tender offer, proxy contest or other attempt to gain control of us. The consent of the holders of Common Stock would not be required for any such issuance of preferred stock.

The Restated Articles incorporate in substance certain provisions of the Kentucky Business Corporation Act to require approval of the holders of at least 80% of our voting stock, plus two-thirds of the voting stock other than voting stock owned by a 10% shareholder, as a condition to mergers and certain other business combinations involving us and such 10% shareholder unless (a) the transaction is approved by a majority of our continuing directors (as defined) or (b) certain minimum price and procedural requirements are met. In addition, the Kentucky Business Corporation Act includes a standstill provision which precludes a business combination from occurring with a 10% shareholder, notwithstanding any vote of shareholders or price paid, for a period of five years after the date such 10% shareholder becomes a 10% shareholder, unless a majority of our independent directors (as defined) approves such combination before the date such shareholder becomes a 10% shareholder.

The Restated Articles also provide that (a) the Board of Directors is classified into three classes, (b) a director may be removed from office without "cause" (as defined) only by the affirmative vote of the holders of at least 80% of the voting power of our then outstanding voting stock, (c) the Board of Directors may adopt By-laws concerning the conduct of, and matters considered at, meetings of shareholders, including special

meetings, (d) the By-laws and certain provisions of the Restated Articles may be amended only by the affirmative vote of the holders of at least 80% of the voting power of our then outstanding voting stock and (e) the By-laws may be adopted or amended by the Board of Directors, subject to amendment or repeal only by affirmative vote of the holders of at least 80% of the voting power of our then outstanding voting stock.

DESCRIPTION OF DEPOSITARY SHARES

General. We may, at our option, elect to offer fractional shares of Preferred Stock, rather than full shares of Preferred Stock. If we exercise this option, we will issue to the public receipts for Depositary Shares, and each of these Depositary Shares will represent a fraction (to be set forth in the applicable prospectus supplement) of a share of a particular series of Preferred Stock.

The shares of any series of Preferred Stock underlying the Depositary Shares will be deposited under a Deposit Agreement (the "Deposit Agreement") between us and a bank or trust company selected by us (the "Depositary"). The Depositary will have its principal office in the United States and a combined capital and surplus of at least \$50,000,000. Subject to the terms of the Deposit Agreement, each owner of a Depositary Share will be entitled, in proportion to the applicable fraction of a share of Preferred Stock underlying that Depositary Share, to all the rights and preferences of the Preferred Stock underlying that Depositary Share. Those rights include dividend, voting, redemption and liquidation rights.

The Depositary Shares will be evidenced by depositary receipts issued pursuant to the Deposit Agreement ("Depositary Receipts"). Depositary Receipts will be distributed to those persons purchasing the fractional shares of Preferred Stock underlying the Depositary Shares, in accordance with the terms of the offering. Copies of the forms of Deposit Agreement and Depositary Receipt will be filed as exhibits to the Registration Statement. The following summary of the Deposit Agreement, the Depositary Shares and the Depositary Receipts is not complete. You should refer to the forms of the Deposit Agreement and Depositary Receipts that will be filed with the SEC in connection with the offering of the specific Depositary Shares.

Pending the preparation of definitive engraved Depositary Receipts, the Depositary may, upon our written order, issue temporary Depositary Receipts substantially identical to the definitive Depositary Receipts but not in definitive form. These temporary Depositary Receipts entitle their holders to all the rights of definitive Depositary Receipts which are to be prepared without unreasonable delay. Temporary Depositary Receipts will then be exchangeable for definitive Depositary Receipts at our expense.

Dividends and Other Distributions. The Depositary will distribute all cash dividends or other cash distributions received with respect to the Preferred Stock to the record holders of Depositary Shares relating to the Preferred Stock in proportion to the number of Depositary Shares owned by those holders.

If there is a distribution other than in cash, the Depositary will distribute property received by it to the record holders of Depositary Shares that are entitled to receive the distribution, unless the Depositary determines that it is not feasible to make the distribution. If this occurs, the Depositary may, with our approval, sell the property and distribute the net proceeds from the sale to the applicable holders.

Redemption of Depositary Shares. If a series of Preferred Stock represented by Depositary Shares is subject to redemption, the Depositary Shares will be redeemed from the proceeds received by the Depositary resulting from the redemption, in whole or in part, of that series of Preferred Stock held by the Depositary. The redemption price per Depositary Share will be equal to the applicable fraction of the redemption price per share payable with respect to that series of the Preferred Stock. Whenever we redeem shares of Preferred Stock that are held by the Depositary, the Depositary will redeem, as of the same redemption date, the number of Depositary Shares representing the shares of Preferred Stock so redeemed. If fewer than all the Depositary Shares are to be redeemed, the Depositary Shares to be redeemed will be selected by lot or pro rata as may be determined by the Depositary.

Voting the Preferred Stock. Upon receipt of notice of any meeting at which the holders of the Preferred Stock are entitled to vote, the Depositary will mail the information contained in the notice to the record holders of the Depositary Shares underlying the Preferred Stock. Each record holder of such Depositary Shares on the record date (which will be the same date as the record date for the Preferred Stock) will be entitled to instruct the Depositary as to the exercise of the voting rights pertaining to the amount of the Preferred Stock represented by such holder's Depositary Shares. The Depositary will then try, as far as practicable, to vote the number of shares of Preferred Stock underlying those Depositary Shares in accordance with such instructions, and we will agree to take all actions which may be deemed necessary by the Depositary to enable the Depositary to do so. The Depositary will not vote the shares of Preferred Stock to the extent it does not receive specific instructions from the holders of Depositary Shares underlying the Preferred Stock.

Amendment and Termination of the Depositary Agreement. The form of Depositary Receipt evidencing the Depositary Shares and any provision of the Deposit Agreement may at any time be amended by agreement between us and the Depositary. However, any amendment which materially and adversely alters the rights of the holders of Depositary Shares will not be effective unless such amendment has been approved by the holders of at least a majority of the Depositary Shares then outstanding. The Deposit Agreement may be terminated by us or by the Depositary only if (a) all outstanding Depositary Shares have been redeemed or (b) there has been a final distribution of the underlying Preferred Stock in connection with our liquidation, dissolution or winding up and the Preferred Stock has been distributed to the holders of Depositary Receipts.

Charges of Depositary. We will pay all transfer and other taxes and governmental charges arising solely from the existence of the depositary arrangements. We will also pay charges of the Depositary in connection with the initial deposit of the Preferred Stock and any redemption of the Preferred Stock. Holders of Depositary Receipts will pay other transfer and other taxes and governmental charges and those other charges, including a fee for the withdrawal of shares of Preferred Stock upon surrender of Depositary Receipts, as are expressly provided in the Deposit Agreement to be for their accounts.

Miscellaneous. The Depositary will forward to holders of Depositary Receipts all reports and communications from us that we deliver to the Depositary and that we are required to furnish to the holders of the Preferred Stock.

Neither we nor the Depositary will be liable if either of us is prevented or delayed by law or any circumstance beyond our control in performing our respective obligations under the Deposit Agreement. Our obligations and those of the Depositary will be limited to performance in good faith of our respective duties under the Deposit Agreement. Neither we nor they will be obligated to prosecute or defend any legal proceeding in respect of any Depositary Shares or Preferred Stock unless satisfactory indemnity is furnished. We and the Depositary may rely upon written advice of counsel or accountants, or upon information provided by persons presenting Preferred Stock for deposit, holders of Depositary Receipts or other persons believed to be competent and on documents believed to be genuine.

Resignation and Removal of Depositary. The Depositary may resign at any time by delivering notice to us of its election to do so. We may remove the Depositary at any time. Any resignation or removal will take effect upon the appointment of a successor Depositary and its acceptance of such appointment. The successor Depositary must be appointed within 60 days after delivery of the notice of resignation or removal and must be a bank or trust company having its principal office in the United States and having a combined capital and surplus of at least \$50,000,000.

DESCRIPTION OF COMMON STOCK

As of the date of this prospectus, we are authorized to issue up to 300,000,000 shares of Common Stock. As of December 31, 1998, we had 74,645,734 shares of Common Stock issued and had reserved 12,029,530 additional shares of Common Stock for issuance under our various stock and compensation incentive plans.

The following summary is not complete and is not intended to give full effect to provisions of statutory or common law. You should refer to the applicable provisions of the following documents:

- . the Restated Articles, which are incorporated by reference to Exhibit 3 to our Form 10-Q for the quarter ended December 31, 1997, and
- . the By-laws, as amended (the "By-laws"), which are incorporated by reference to Exhibit 3 to Registrant's Form 10-K/A (amendment No. 1), filed with the SEC on May 1, 1998, for a complete statement of the terms and rights of the Common Stock.

Dividends. The holders of Common Stock are entitled to receive dividends when, as and if declared by the Board of Directors, out of funds legally available for their payment subject to the rights of holders of the Preferred Stock subject to the rights of holders of Preferred Stock.

Voting Rights. The holders of Common Stock are entitled to one vote per share on all matters submitted to a vote of shareholders. The holders of Common Stock also possess cumulative voting rights. Under cumulative voting, a shareholder may multiply the number of shares owned by the number of directors to be elected and either cast this total number of votes for any one nominee or distribute the total number of votes, in any proportion, among as many nominees as the shareholder desires.

Rights Upon Liquidation. In the event of our voluntary or involuntary liquidation, dissolution or winding up, the holders of Common Stock will be entitled to share equally in any of our assets available for distribution after the payment in full of all debts and distributions and after the holders of all series of outstanding Preferred Stock have received their liquidation preferences in full.

Miscellaneous. The outstanding shares of Common Stock are fully paid and nonassessable. The holders of Common Stock are not entitled to preemptive or redemption rights. Shares of Common Stock are not convertible into shares of any other class of capital stock. Harris Trust and Savings Bank, Chicago, Illinois, is the transfer agent and registrar for the Common Stock.

DESCRIPTION OF SECURITIES WARRANTS

We may issue Securities Warrants for the purchase of Debt Securities, Preferred Stock or Common Stock. Securities Warrants may be issued independently or together with Debt Securities, Preferred Stock or Common Stock and may be attached to or separate from any offered securities. Each series of Securities Warrants will be issued under a separate warrant agreement (a "Securities Warrant Agreement") to be entered into between us and a bank or trust company, as warrant agent (the "Securities Warrant Agent"). The Securities Warrant Agent will act solely as our agent in connection with the Securities Warrants and will not assume any obligation or relationship of agency or trust for or with any registered holders of Securities Warrants or beneficial owners of Securities Warrants. This summary of some provisions of the Securities Warrants is not complete. You should refer to the Securities Warrant Agreement, including the forms of Securities Warrant Certificate representing the Securities Warrants, relating to the specific Securities Warrants being offered for the complete terms of the Securities Warrant Agreement and the Securities Warrants. That Securities Warrant Agreement, together with the terms of Securities Warrant Certificate and Securities Warrants, will be filed with the SEC in connection with the offering of the specific Securities Warrants.

The particular terms of any issue of Securities Warrants will be described in the prospectus supplement relating to the issue. Those terms may include:

- . the designation, aggregate principal amount, currencies, denominations and terms of the series of Debt Securities purchasable upon exercise of Securities Warrants to purchase Debt Securities and the price at which such Debt Securities may be purchased upon such exercise;
- . the designation, number of shares, stated value and terms (including, without limitation, liquidation, dividend, conversion and voting rights) of the series of Preferred Stock purchasable upon exercise of Securities Warrants to purchase shares of Preferred Stock and the price at which such number of shares of Preferred Stock of such series may be purchased upon such exercise;

- . the number of shares of Common Stock purchasable upon the exercise of Securities Warrants to purchase shares of Common Stock and the price at which such number of shares of Common Stock may be purchased upon such exercise;
- . the date on which the right to exercise such Securities Warrants shall commence and the date on which such right shall expire (the "Expiration Date");
- . United States Federal income tax consequences applicable to such Securities Warrants; and
- . any other terms of such Securities Warrants.

Securities Warrants for the purchase of Preferred Stock and Common Stock will be offered and exercisable for U.S. dollars only. Securities Warrants will be issued in registered form only. The exercise price for Securities Warrants will be subject to adjustment in accordance with the applicable prospectus supplement.

Each Securities Warrant will entitle its holder to purchase the principal amount of Debt Securities or the number of shares of Preferred Stock or Common Stock at the exercise price set forth in, or calculable as set forth in, the applicable prospectus supplement. The exercise price may be subject to adjustment upon the occurrence of certain events as set forth in the prospectus supplement. After the close of business on the Expiration Date (or such later date to which the Expiration Date may be extended by us), unexercised Securities Warrants will become void. The place or places where, and the manner in which, Securities Warrants may be exercised shall be specified in the applicable prospectus supplement.

Prior to the exercise of any Securities Warrants to purchase Debt Securities, Preferred Stock or Common Stock, holders of the Securities Warrants will not have any of the rights of holders of the Debt Securities, Preferred Stock or Common Stock, as the case may be, purchasable upon such exercise, including:

- . in the case of Securities Warrants for the purchase of Debt Securities, the right to receive payments of principal of, premium, if any, or interest, if any, on the Debt Securities purchasable upon such exercise or to enforce covenants in the applicable Indenture; or
- . in the case of Securities Warrants for the purchase of Preferred Stock or Common Stock, the right to receive payments of dividends, if any, on the Preferred Stock or Common Stock purchasable upon such exercise or to exercise any applicable right to vote.

PLAN OF DISTRIBUTION

We may sell the Debt Securities, Preferred Stock, Depositary Shares, Common Stock or Securities Warrants (together referred to as the "Offered Securities") (a) through underwriters or dealers; (b) directly to one or a limited number of institutional purchasers; or (c) through agents. This prospectus or the applicable prospectus supplement will set forth the terms of the offering of any Offered Securities, including the name or names of any underwriters, dealers or agents, the price of the Offered Securities and the net proceeds to us from such sale, any underwriting commissions or other items constituting underwriters' compensation.

If underwriters are used in the sale, the Offered Securities will be acquired by the underwriters for their own account and may be resold from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. The Offered Securities may be offered to the public either through underwriting syndicates represented by managing underwriters or directly by one or more investment banking firms or others, as designated. Unless otherwise set forth in the applicable prospectus supplement, the obligations of the underwriters or agents to purchase the Offered Securities will be subject to certain conditions precedent and the underwriters will be obligated to purchase all the Offered Securities if any are purchased. Any initial public offering price and any underwriting commissions or other items constituting underwriters' compensation may be changed from time to time.

If a dealer is utilized in the sale of any Offered Securities, we will sell such Offered Securities to the dealer, as principal. The dealer may then resell such Offered Securities to the public at varying prices to be determined by such dealer at the time of resale.

We may sell Offered Securities directly to one or more institutional purchasers, or through agents at a fixed price or prices, which may be changed, or at varying prices determined at time of sale. Unless otherwise indicated in the prospectus supplement, any such agent will be acting on a best efforts basis for the period of its appointment.

If an applicable prospectus supplement so indicates, we will authorize agents, underwriters or dealers to solicit offers by certain specified institutions to purchase Offered Securities from us at the public offering price set forth in the prospectus supplement under delayed delivery contracts providing for payment and delivery on a specified date in the future. These contracts will be subject only to those conditions set forth in the prospectus supplement, and the prospectus supplement will set forth the commission payable for solicitation of the contracts.

Under agreements entered into with us, agents and underwriters who participate in the distribution of the Offered Securities may be entitled to indemnification by us against certain civil liabilities, including liabilities under the Securities Act of 1933, or to contribution with respect to payments which the agents or underwriters may be required to make. Agents and underwriters may be customers of, engage in transactions with or perform services for us in the ordinary course of business.

LEGAL MATTERS

The validity of the issuance of the Offered Securities will be passed upon for us by Cravath, Swaine & Moore, New York, New York, who will rely as to matters of Kentucky law upon the opinion of Thomas L. Feazell, Esq., our Senior Vice President, General Counsel and Secretary. Cravath, Swaine & Moore has in the past represented and continues to represent us in other matters on a regular basis. Samuel C. Butler is a director of ours and a partner in the law firm of Cravath, Swaine & Moore and owns beneficially 65,325 shares of our common stock. Thomas L. Feazell owns beneficially 143,304 shares of our common stock.

EXPERTS

The consolidated financial statements and schedule of Ashland Inc. incorporated by reference or included in Ashland Inc.'s Annual Report (Form 10-K) for the year ended September 30, 1998, have been audited by Ernst & Young LLP, independent auditors, as set forth in their report thereon included therein and incorporated herein by reference. Such consolidated financial statements and schedule have been incorporated herein by reference in reliance upon such report given upon the authority of such firm as experts in accounting and auditing.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

The expenses in connection with the issuance and distribution of the securities being registered, other than underwriting compensation, are:

Filing Fee for Registration Statement.....	\$ 64,304
Legal Fees and Expenses.....	50,000
Accounting Fees and Expenses.....	30,000
Trustee's Fees and Expenses.....	25,000
Printing and Engraving Fees.....	20,000
Miscellaneous.....	15,000

Total.....	\$204,304
	=====

All of the above amounts, other than the Commission filing fee, are estimates only.

Item 15. Indemnification of Directors and Officers.

Sections 271B.8-500 through 580 of the Kentucky Business Corporation Act contain detailed provisions for indemnification of directors and officers of Kentucky corporations against judgments, penalties, fines, settlements and reasonable expenses in connection with litigation. Under Kentucky law, the provisions of a company's articles and by-laws may govern the indemnification of officers and directors in lieu of the indemnification provided for by statute. The Registrant has elected to indemnify its officers and directors pursuant to its Restated Articles, its By-laws and by contract rather than to have such indemnification governed by the statutory provisions.

Article X of the Restated Articles permits, but does not require, the Registrant to indemnify its directors, officers and employees to the fullest extent permitted by law. The Registrant's By-laws require indemnification of officers and employees of the Registrant and its subsidiaries under certain circumstances. The Registrant has entered into indemnification contracts with each of its directors that require indemnification to the fullest extent permitted by law, subject to certain exceptions and limitations.

The Registrant has purchased insurance which insures (subject to certain terms and conditions, exclusions and deductibles) the Registrant against certain costs which it might be required to pay by way of indemnification to its directors or officers under its Restated Articles or By-laws, indemnification agreements or otherwise and protects individual directors and officers from certain losses for which they might not be indemnified by the Registrant. In addition, the Registrant has purchased insurance which provides liability coverage (subject to certain terms and conditions, exclusions and deductibles) for amounts which the Registrant, or the fiduciaries under its employee benefit plans, which may include its directors, officers and employees, might be required to pay as a result of a breach of fiduciary duty.

Item 16. Exhibits.

The following Exhibits are filed as part of this Registration Statement:

- **1.1 --Form of Underwriting Agreement.
- *1.2 --Form of Distribution Agreement.
- 3.1 --Second Restated Articles of Incorporation of the Company, as amended effective January 30, 1998 (incorporated by reference to Exhibit 3 to Registrant's Form 10-Q for the quarter ended December 31, 1997).
- 3.2 --By-laws of the Company, as amended effective March 19, 1998 (incorporated by reference to Exhibit 3 to Registrant's Form 10-K/A (Amendment No. 1), filed with the Commission on May 1, 1998).
- 4.1 --Indenture, dated as of August 15, 1989 as amended and restated as of August 15, 1990 between the Company and Citibank, N.A., as Trustee (incorporated by reference to Exhibit 4(a) to Registration Statement No. 33-39359, filed with the Commission on March 11, 1991).
- 4.2 --Form of Senior Security (incorporated by reference to Exhibit 4(a) to Registration Statement No. 33-39359, filed with the Commission on March 11, 1991).
- 4.3 --Form of Indenture for Subordinated Securities (incorporated by reference to Exhibit 4.3 to Registration Statement No. 33-57011, filed with the Commission on December 22, 1994).
- 4.4 --Form of Subordinated Security (incorporated by reference to Exhibit 4.4 to Registration Statement No. 33-57011, filed with the Commission on December 22, 1994).
- 4.5 --Rights Agreement dated as of May 16, 1996, between the Company and Harris Trust and Savings Bank, together with Form of Right Certificate, as amended (incorporated by reference to Exhibits 4(a) and 4(c), respectively, to Registrant's Form 8-A, filed with the Commission on May 16, 1996).
- **4.6 --Form of Warrant Agreement for Debt Securities.
- **4.7 --Form of Warrant Certificate for Debt Securities.
- **4.8 --Form of Warrant Agreement for Preferred Stock.
- **4.9 --Form of Warrant Certificate for Preferred Stock.
- **4.10 --Form of Warrant Agreement for Common Stock.
- **4.11 --Form of Warrant Certificate for Common Stock.
- **4.12 --Form of Deposit Agreement for Depositary Shares.
- **4.13 --Form of Depositary Receipt.
- 4.14 --Form of Certificate of Common Stock, par value \$1.00 per share, of the Company (incorporated by reference to Exhibit 4(e) to Registration Statement No. 33-60040, filed with the Commission on March 26, 1993).
- 4.15 --Form of Debt Securities (Certificated Medium-Term Note, Series H, Fixed Rate) (incorporated by reference to Exhibit 4.15 to Post-Effective Amendment No. 2 to Registration Statement No. 33-57011, filed with the Commission on December 18, 1996).
- 4.16 --Form of Debt Securities (Certificated Medium-Term Note, Series H, Floating Rate) (incorporated by reference to Exhibit 4.16 to Post-Effective Amendment No. 2 to Registration Statement No. 33-57011, filed with the Commission on December 18, 1996).
- 4.17 --Form of Debt Securities (Book-Entry Medium-Term Note, Series H, Fixed Rate) (incorporated by reference to Exhibit 4.17 to Post-Effective Amendment No. 2 to Registration Statement No. 33-57011, filed with the Commission on December 18, 1996).

- 4.18 --Form of Debt Securities (Book-Entry Medium-Term Note, Series H, Floating Rate) (incorporated by reference to Exhibit 4.18 to Post-Effective Amendment No. 2 to Registration Statement No. 33-57011, filed with the Commission on December 18, 1996).
- * 5 --Opinion of Thomas L. Feazell, Esq.
- *12 --Computation of Ratios of Earnings to Fixed Charges and Earnings to Combined Fixed Charges and Preferred Stock Dividends.
- *23.1 --Consent of Ernst & Young LLP.
- *23.2 --Consent of Thomas L. Feazell, Esq. (included as part of Exhibit 5).
- *24 --Power of Attorney, including resolutions of the Board of Directors.
- *25 --Form T-1 Statement of Eligibility and Qualification of Trustee under the Trust Indenture Act of 1939 for Citibank, N.A.

- -----
 *Filed herewith
 **To be filed

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 of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. 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 Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% 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) and (A)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

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

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

(B) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered herein, 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 of 1933 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 Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 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 of 1933 and will be governed by the final adjudication of such issue.

(D) The undersigned Registrant hereby undertakes that:

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

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

(E) 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 in accordance with the rules and regulations prescribed by the Commission under Section 305(b)(2) of the Trust Indenture Act.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Russell, Commonwealth of Kentucky, on January 15, 1999.

ASHLAND INC.,

/s/ Thomas L. Feazell

By _____
 Thomas L. Feazell
 Senior Vice President, General
 Counsel and Secretary

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed below by the following persons in the capacities indicated on the fifteenth day of January, 1999.

Signature

Title

*

 Paul W. Chellgren

Chairman of the Board and Chief Executive
 Officer (Principal Executive Officer)

*

 J. Marvin Quin

Senior Vice President and Chief Financial
 Officer (Principal Financial Officer)

*

 Kenneth L. Aulen

Administrative Vice President and
 Controller (Principal Accounting Officer)

*

 Samuel C. Butler

Director

*

 Frank C. Carlucci

Director

*

 Ernest H. Drew

Director

*

 James B. Farley

Director

*

 Ralph E. Gomory

Director

*

 Bernadine P. Healy

Director

*

 Mannie L. Jackson

Director

Signature

*

Patrick F. Noonan

*

Jane C. Pfeiffer

*

Michael D. Rose

*

William L. Rouse, Jr

Title

Director

Director

Director

Director

*By _____

Thomas L. Feazell
Attorney-in-fact

- -----

*Original powers of attorney authorizing, Paul W. Chellgren, Thomas L. Feazell and David L. Hausrath and each of them to sign the Registration Statement and amendments thereto on behalf of the above-mentioned directors and officers of the Registrant have been filed with the Commission as Exhibit 24 to the Registration Statement.

EXHIBIT INDEX

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*1.2	Form of Distribution Agreement.
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- - - - -
*Filed herewith
**To be filed

U.S. \$220,000,000
MULTIPLE CURRENCY
MEDIUM-TERM NOTES, SERIES H
DUE NINE MONTHS OR MORE
FROM DATE OF ISSUE

ASHLAND INC.
DISTRIBUTION AGREEMENT

January __, 1999
New York, New York

Credit Suisse First Boston Corporation
Eleven Madison Avenue
New York, N.Y. 10010-3629

Salomon Smith Barney Inc.
Seven World Trade Center
New York, N.Y. 10048

Chase Securities Inc.
270 Park Avenue
New York, N.Y. 10017

Ladies and Gentlemen:

Ashland Inc., a Kentucky corporation (the "Company"), confirms its agreement with you with respect to the issue and sale by the Company of up to \$220,000,000 aggregate principal amount of its Medium-Term Notes, Series H, Due Nine Months or More from Date of Issue (the "Notes"). The Notes will have the interest rates, maturities, redemption provisions and other terms as set forth in a pricing supplement ("Pricing Supplement") to the Prospectus referred to below. The Notes will be issued under an Indenture dated as of August 15, 1989, as amended and restated as of August 15, 1990 (the "Indenture"), between the Company and Citibank, N.A., as trustee (the "Trustee"). The Notes will be issued, and the terms thereof established, in accordance with the Indenture and, in the case of Notes sold pursuant to Section 1(a), the Medium-Term Notes Administrative Procedures attached hereto as Annex A (the "Procedures"). For the purposes of this Agreement, the term "Agents" shall refer to any or all of you (and any other person appointed by the Company in accordance with Section 1(a)) acting solely in the capacity as agent for the Company pursuant to Section 1(a) and not as principal, the term "Purchasers" shall refer to any or all of you acting solely as principal pursuant to Section 1(g) and not as agent, the term "you" shall

refer to you acting in both such capacities or in either such capacity and the term "Closing Date" shall mean the date of delivery of any Notes sold hereunder, whether to purchasers solicited by you as agents or to you as principal. The term "Terms Agreement" is defined in Section 1(g). Other terms are defined in Section 3.

1. Appointment of Agent; Solicitation by the Agent of Offers to Purchase; Sales of Notes to a Purchaser. (a) Subject to the terms and conditions set forth herein, the Company hereby appoints the Agents to act as its agents for the purpose of soliciting offers to purchase all or part of the Notes from the Company upon the terms set forth in the Prospectus, as amended or supplemented from time to time, and in the Procedures. The Company shall have the right to appoint additional persons to act as its agents for such purposes upon three days prior notice to the Agents then acting hereunder so long as any such additional persons become parties to this Agreement upon the same terms and conditions as shall then be applicable to such Agents. So long as this Agreement shall remain in effect with respect to any Agents, the Company shall not, without the consent of such Agents, solicit offers to purchase Notes otherwise than through one of such Agents, except as contemplated by Section 1(g) hereof and except that nothing contained herein shall be construed to prevent the Company from selling Notes at any time (x) in a firm commitment underwriting pursuant to an underwriting agreement which does not provide for a continuous offering of such Notes or (y) directly to investors other than the Purchasers, and no commission shall be payable to the Agents with respect to any such sales. The Company also reserves the right to sell Notes through agents other than pursuant to this Agreement where offers to purchase are received through such agents on an unsolicited basis. Settlement of such sales will be on substantially the same terms and conditions as are contained herein, including commissions.

(b) On the basis of the representations and warranties set forth herein, but subject to the terms and conditions set forth herein, each Agent agrees to use its reasonable efforts, as agent of the Company, to solicit offers to purchase Notes from the Company upon the terms set forth in the Prospectus, as amended or supplemented from time to time, and in the Procedures. Subject to the provisions of Section 1(c) and to the Procedures, offers for the purchase of Notes may be solicited at such times and in such amounts as each Agent may from time to time deem advisable.

(c) The Company reserves the right, in its sole discretion, to suspend solicitation of offers to purchase Notes from the Company at any time for any period of time or permanently. Upon receipt of at least one business day's prior notice from the Company, the Agents forthwith will suspend their solicitation of

offers to purchase Notes from the Company until such time as the Company has advised the Agents that such solicitation may be resumed.

(d) Each Agent will communicate to the Company, orally or in writing, each offer to purchase Notes from the Company that is received by such Agent as agent of the Company and that is not rejected by such Agent as provided below. The Company will have the sole right to accept offers to purchase Notes from the Company and may reject any such offer, in whole or in part, for any reason. Each Agent may, without notice to the Company, in its discretion reasonably exercised, reject any offer to purchase Notes from the Company that is received by such Agent, in whole or in part, and any such rejection shall not be deemed a breach of such Agent's agreements contained herein.

(e) The Company agrees to pay each Agent a commission, on the Closing Date with respect to each sale of Notes by the Company as a result of a solicitation made by such Agent, in an amount equal to that percentage specified in Schedule I hereto of the aggregate principal amount of each Note sold by the Company. Such commission shall be payable as specified in the Procedures. The commission rates may be amended from time to time by written agreement of the Company and the Agents. The Terms Agreement may specify any concessions allowed or reallocated or paid to dealers.

(f) Each of you agrees, with respect to any Note denominated in a currency other than U.S. dollars, as agent, directly or indirectly, not to solicit offers to purchase, and as principal under any Terms Agreement or otherwise, directly or indirectly, not to offer, sell or deliver, such Note in, or to residents of, the country issuing such currency (or, if such Note is denominated in a composite currency, in any country issuing a currency comprising a portion of such composite currency), except as permitted by applicable law.

(g) Subject to the terms and conditions stated herein, whenever the Company and you determine that the Company shall sell Notes directly to any or all of you acting as principal (the "Purchaser"), each such sale of Notes shall be made in accordance with the terms of this Agreement and any supplemental agreement relating thereto between the Company and the Purchaser. Each such supplemental agreement (which shall be substantially in the form of Annex B) is herein referred to as a "Terms Agreement". The Purchaser's commitment to purchase Notes pursuant to any Terms Agreement shall be deemed to have been made on the basis of the representations and warranties of the Company herein contained and shall be subject to the terms and conditions herein set forth. Each Terms Agreement shall describe the Notes to be purchased by the Purchaser pursuant thereto, specify the maturity and principal amount of such Notes, the price to be paid to the Company for such Notes, the rate at which interest will be

paid on the Notes, the Closing Date for such Notes, the place of delivery of the Notes and payment therefor, the method of payment and any modification of the requirements for the delivery of the opinions of counsel, the certificates from the Company or its officers, and the letter from the Company's independent public accountants, pursuant to Section 7(c). Such Terms Agreement shall also specify the period of time referred to in Section 5(1). The Terms Agreement may specify the terms upon which any Agent may resell any Notes to other dealers.

Delivery of the certificates if the Notes are certificated, or entry into the books of the Depository Trust Company if the Notes are book-entry Notes, for Notes sold to the Purchaser pursuant to any Terms Agreement shall be made as agreed to between the Company and the Purchaser as set forth in the respective Terms Agreement, not later than the Closing Date set forth in such Terms Agreement, against payment of funds to the Company in the amount due to the Company for such Notes by the method and in the form set forth in the respective Terms Agreement.

2. Offering Procedures. The Procedures may be amended only by written agreement of the Company and the Agents after notice to the Trustee, and, to the extent any such amendment materially affects the Trustee, with the approval of the Trustee. The Company and the Agents agree to perform the respective duties and obligations specifically provided to be performed by them in the Procedures. The Company will furnish to the Trustee a copy of the Procedures as from time to time in effect.

3. Registration Statement and Prospectus. The Company has filed with the Securities and Exchange Commission (the "Commission"), pursuant to the Securities Act of 1933, as amended (the "Securities Act"), and the published rules and regulations adopted by the Commission thereunder (the "Rules"), a registration statement on Form S-3 (No. 333-_____) (the "Registration Statement") relating to \$600,000,000 aggregate principal amount of securities, including debt securities (the "Securities") of the Company registered under the Securities Act. The Company has filed or will file with the Commission pursuant to the applicable paragraph of Rule 424(b) under the Securities Act, a supplement to the form of prospectus included in the Registration Statement relating to the Notes and the plan of distribution thereof (the "Prospectus Supplement"). In connection with the sale of the Notes, the Company proposes to file with the Commission pursuant to the applicable paragraph of Rule 424(b) under the Securities Act further supplements to the Prospectus Supplement specifying the interest rates, maturity dates, redemption provisions and other similar terms of the Notes sold pursuant hereto or the offering thereof. The Indenture has been qualified under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"). The term "Effective Date" shall mean each date that the Registration

Statement and any post-effective amendment thereto became effective. "Basic Prospectus" shall mean the form of basic prospectus dated January __, 1999 relating to the Securities contained in the Registration Statement. The term "Prospectus" means the Basic Prospectus as supplemented by the Prospectus Supplement. Any reference herein to the Registration Statement, the Basic Prospectus, the Prospectus Supplement or the Prospectus includes the documents incorporated by reference therein pursuant to Item 12 of Form S-3 (the "Incorporated Documents") which were or will be filed under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), on or before the Effective Date of the Registration Statement or the issue date of the Basic Prospectus, the Prospectus Supplement or the Prospectus, as the case may be, and any reference herein to "amend", "amendment" or "supplement" with respect to the Registration Statement, the Basic Prospectus, the Prospectus Supplement or the Prospectus includes the Incorporated Documents filed under the Exchange Act after the Effective Date of the Registration Statement or the issue date of the Basic Prospectus, the Prospectus Supplement or the Prospectus, as the case may be.

The Company confirms that you are authorized to distribute the Prospectus and any amendments or supplements thereto.

4. Representations and Warranties. The Company represents and warrants to you as follows:

(a) The Company meets the requirements for the use of Form S-3 under the Securities Act. The Registration Statement meets the requirements set forth in Rule 415(a)(1)(x) of the Rules and complies in all other material respects with Rule 415 of the Rules.

(b) As of the date hereof, when any amendment to the Registration Statement becomes effective (including the filing with the Commission of any document incorporated by reference in the Registration Statement), when any amendment or supplement to the Prospectus is filed with the Commission pursuant to Rule 424 of the Rules, as of the date of any Terms Agreement and on any Closing Date, (i) the Registration Statement, as amended as of any such time, the Prospectus, as amended or supplemented as of any such time, and the Incorporated Documents will comply in all material respects with the applicable requirements of the Securities Act and the Rules, and the Exchange Act and the Trust Indenture Act and the respective published rules and regulations adopted by the Commission thereunder, (ii) the Registration Statement, as amended as of any such time, did not or will not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading, and (iii) the Prospectus, as supplemented as of any such time, will not contain any untrue statement of a

material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; except that this representation and warranty does not apply to (x) statements or omissions made in reliance on and in conformity with information relating to you furnished in writing to the Company by you expressly for use in the Registration Statement, the Prospectus or any amendment or supplement thereto or (y) that part of the Registration Statement consisting of the Statement of Eligibility and Qualification on Form T-1 of the Trustee under the Trust Indenture Act, except statements or omissions in such Statement made in reliance upon information furnished in writing to the Trustee by or on behalf of the Company for use therein.

5. Agreements. (a) Prior to the termination of the offering of the Notes under this Agreement, the Company will not file any amendment or supplement to the Registration Statement or the Prospectus (except for a supplement relating to an offering of Securities other than the Notes and filings with the Commission pursuant to the Exchange Act) unless a copy thereof has been submitted to you a reasonable period of time before its filing and you have not reasonably objected thereto within a reasonable period of time after receiving such copy. Subject to the foregoing sentence, the Company will cause each amendment or supplement to the Prospectus to be filed with the Commission as required pursuant to the applicable paragraph of Rule 424(b) of the Rules or, in the case of any document to be incorporated therein by reference, to be filed with the Commission as required pursuant to the Exchange Act, within the time period prescribed.

(b) The Company will advise you promptly (i) when each amendment or supplement to the Prospectus shall have been filed with the Commission pursuant to Rule 424(b) of the Rules or, in the case of any document incorporated therein by reference, when such document shall have been filed with the Commission pursuant to the Exchange Act, (ii) when, prior to the termination of the offering of the Notes, any amendment to the Registration Statement shall have been filed or become effective, (iii) of the initiation or threatening of any proceedings for, or receipt by the Company of any notice with respect to, the suspension of the qualification of the Notes for sale in any jurisdiction or the issuance of any order by the Commission suspending the effectiveness of the Registration Statement, and (iv) of the receipt by the Company or any representative or attorney of the Company of any other communication from the Commission relating to the Registration Statement, the Prospectus or any amendment or supplement thereto or to the transactions contemplated by this Agreement. The Company will use reasonable efforts to prevent the issuance of an order suspending the effectiveness of the Registration Statement and, if any such order is issued, to obtain its lifting as soon as possible.

(c) The Company will deliver to you, without charge, three signed copies of the Registration Statement and each post-effective amendment thereto (including all exhibits filed with any such document) and as many conformed copies of the Registration Statement and each such amendment (excluding exhibits) and the Indenture as you may reasonably request.

(d) During such period as (i) a prospectus is required by law to be delivered by you and (ii) no suspension of solicitation of offers to purchase Notes pursuant to Section 1(c) shall be in effect (any such time referred to in clause (ii) and any time when any Agent shall own any Notes with the intention of reselling them or the Company has accepted an offer to purchase Notes but the related settlement has not occurred being referred to herein as a "Marketing Time"), the Company will deliver, without charge, to you, at such office or offices as you may designate, as many copies of the Prospectus or any amendment or supplement thereto as you may reasonably request, and, if any event occurs during such period as a result of which the Prospectus, as then amended or supplemented, would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if during such period it is necessary to amend the Registration Statement or to amend or supplement the Prospectus to comply with the Securities Act or the Rules or the Exchange Act or the published rules and regulations adopted by the Commission thereunder, the Company promptly will (y) notify you to suspend solicitation of offers to purchase Notes from the Company and (z) prepare and file with the Commission, subject to Section 5(a), and deliver, without charge, to you, an amendment or supplement which will correct such statement or omission or effect such compliance, and supply any supplemented Prospectus to you in such quantities as you may reasonably request.

(e) The Company will make generally available to its security holders as soon as practicable, but in any event not later than 15 months after (i) the Effective Date of the Registration Statement, (ii) the Effective Date of each post-effective amendment to the Registration Statement, and (iii) the date of each filing by the Company with the Commission of an Annual Report on Form 10-K that is incorporated by reference in the Registration Statement, an earnings statement satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 of the Rules.

(f) The Company will take such actions as you may reasonably designate in order to qualify the Notes for offer and sale under the securities or "blue sky" laws of such jurisdictions as you designate, will maintain such qualification in effect for so long as may be required for the distribution of the Notes and will

arrange for the determination of the legality of the Notes for purchase by institutional investors.

(g) During the term of this Agreement, the Company will supply to you copies of such financial statements and other periodic and special reports as the Company may from time to time distribute generally to the holders of any class of its capital stock and of each annual or other report it is required to file with the Commission. The Company shall furnish to you such information, documents, certificates of officers of the Company and opinions of counsel for the Company relating to the business, operations and affairs of the Company, the Registration Statement, the Prospectus, and any amendments thereof or supplements thereto, the Indenture, the Notes, this Agreement, the Procedures and the performance by the Company and you of its and your respective obligations hereunder and thereunder as you may from time to time and at any time prior to the termination of this Agreement reasonably request.

(h) The Company will, whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, (i) pay, or reimburse if paid by you, all costs and expenses incident to the performance of the obligations of the Company under this Agreement, including costs and expenses relating to (A) the preparation, printing and filing of the Registration Statement and exhibits thereto, the Prospectus, all amendments and supplements to the Registration Statement and the Prospectus, and the printing or other reproduction of the Indenture and this Agreement, (B) the authorization and issuance of the Notes, the preparation and delivery of certificates for the Notes, and the fees charged in connection with the maintenance of a book-entry system for the Notes, (C) the registration or qualification of the Notes for offer and sale under the securities or "blue sky" laws of the jurisdictions referred to in paragraph (f) of this Section 5 and the determination of the legality of the Notes for investment, including the reasonable fees and disbursements of counsel for you in that connection, and the preparation and printing of preliminary and supplemental "blue sky" memoranda and legal investment memoranda, (D) the furnishing (including costs of shipping and mailing) to you of copies of the Prospectus, and all amendments or supplements to the Prospectus, and of all other documents, reports and other information required by this Section to be so furnished, (E) all transfer taxes, if any, with respect to the sale and delivery of the Notes by the Company, (F) the fees and expenses of the Trustee, and (G) the fees charged by rating agencies in connection with any rating of the Notes, (ii) reimburse you on a quarterly basis for all reasonable out-of-pocket expenses (including advertising expenses) incurred by you with the advance approval of the Company, and (iii) reimburse the reasonable fees and disbursements of counsel for you incurred in connection with this Agreement.

(i) During any Marketing Time, each time that either of the Registration Statement or the Prospectus is amended or supplemented (other than by an amendment or supplement (x) relating to any offering of Securities other than the Notes, (y) providing solely for the specification of or a change in the maturity dates, the interest rates, the issuance prices or other similar terms of any Notes sold pursuant hereto or (z) resulting from the filing by the Company of a Current Report on Form 8-K (or any similar successor form), unless in the case of clause (z) above, in your reasonable judgment, such Current Report is of such a nature that a certificate should be furnished), including by the filing of any document incorporated therein by reference, the Company will deliver or cause to be delivered forthwith to you a certificate of the Company, signed by the Chairman of the Board, the President, or any Senior or Administrative Vice President or any Vice President and the principal financial or accounting officer of the Company, dated the date of the effectiveness of such amendment or the date of filing of such supplement, in form reasonably satisfactory to you, to the effect that the statements contained in the certificate that was last furnished to you pursuant to either Section 6(c) or this paragraph (i) are true and correct at the time of the effectiveness of such amendment or the filing of such supplement as though made at and as of such time (except that (i) the last day of the fiscal quarter for which financial statements of the Company were last filed with the Commission shall be substituted for the corresponding date in such certificate and (ii) such statements shall be deemed to relate to the Registration Statement and the Prospectus as amended or supplemented to the time of the effectiveness of such amendment or the filing of such supplement) or, in lieu of such certificate, a certificate of the same tenor as the certificate referred to in Section 6(c) but modified to relate to the last day of the fiscal quarter for which financial statements of the Company were last filed with the Commission and to the Registration Statement and the Prospectus as amended or supplemented to the time of the effectiveness of such amendment or the filing of such supplement.

(j) During any Marketing Time, each time that either of the Registration Statement or the Prospectus is amended or supplemented (other than by an amendment or supplement (x) relating to any offering of Securities other than the Notes, (y) providing solely for the specifications of or a change in the maturity dates, the interest rates, the issuance prices or other similar terms of any Notes sold pursuant hereto, or (z) resulting from the filing by the Company of a Quarterly Report on Form 10-Q or a Current Report on Form 8-K (or any similar successor forms), unless, in the case of clause (z) above, in your reasonable judgment, such Quarterly or Current Report is of such a nature that an opinion of counsel should be furnished), including by the filing of any document incorporated therein by reference, the Company will furnish or cause to be furnished forthwith to you a written opinion of counsel for the Company reasonably satisfactory to you, dated the date of the effectiveness of such

amendment or date of filing of such supplement, in form reasonably satisfactory to you, of the same tenor as the opinion referred to in Section 6(d) but modified to relate to the Registration Statement and the Prospectus as amended or supplemented to the time of the effectiveness of such amendment or the filing of such supplement or, in lieu of such opinion, counsel last furnishing such an opinion to you may furnish you with a letter to the effect that you may rely on such counsel's last opinion to the same extent as though it were dated the date of such letter authorizing reliance (except that statements in such counsel's last opinion will be deemed to relate to the Registration Statement and the Prospectus as amended or supplemented to the time of the effectiveness of such amendment or the filing of such supplement).

(k) During any Marketing Time, each time that either of the Registration Statement or the Prospectus is amended or supplemented to set forth amended or supplemental financial information (other than by an amendment or supplement resulting from the filing by the Company of a Quarterly Report on Form 10-Q or a Current Report on Form 8-K (or any similar successor forms), unless, in your reasonable judgment, such Quarterly Report or Current Report is of such a nature that a letter from the Company's independent public accountants should be furnished), the Company will cause its independent public accountants forthwith to furnish a letter, dated the date of the effectiveness of such amendment or the date of filing of such supplement, in form satisfactory to you, of the same tenor as the letter referred to in Section 6(f) with such changes as may be necessary to reflect the amended and supplemental financial information included or incorporated by reference in the Registration Statement and the Prospectus, as amended or supplemented to the date of such letter, provided that if either of the Registration Statement or the Prospectus is amended or supplemented solely to include or incorporate by reference financial information as of and for a fiscal quarter and you shall have reasonably requested that such a letter be furnished, the Company's independent public accountants may limit the scope of such letter, which shall be satisfactory in form to you, to the unaudited financial statements, the related "Management's Discussion and Analysis of Financial Condition and Results of Operations" and any other information of an accounting, financial or statistical nature included in such amendment or supplement.

(l) During the period, if any, specified in any Terms Agreement, the Company shall not, without the prior consent of the Purchaser, issue or announce the proposed issuance of any of its debt securities, including Notes, with terms substantially similar to the Notes being purchased pursuant to such Terms Agreement.

(m) Each acceptance by the Company of an offer for the purchase of Notes shall be deemed to be an affirmation that its representations and warranties

contained in this Agreement are true and correct at the time of such acceptance and a covenant that such representations and warranties will be true and correct at the time of delivery to the purchaser of the Notes relating to such acceptance as though made at and as of each such time, it being understood that such representations and warranties shall relate to the Registration Statement and the Prospectus as amended or supplemented at each such time. Each such acceptance by the Company of an offer for the purchase of Notes shall be deemed to constitute an additional representation, warranty and agreement by the Company that, as of the settlement date for the sale of such Notes, after giving effect to the issuance of such Notes, of any other Notes to be issued on or prior to such settlement date and of any other Securities, which have been issued and sold by the Company will not exceed the amount of Securities registered pursuant to the Registration Statement.

6. Conditions of the Agents' Obligations. The obligations of the Agents to solicit offers to purchase Notes from the Company are subject to the accuracy of the representations and warranties of the Company in this Agreement on the date of this Agreement, when any amendment to the Registration Statement becomes effective (including the filing with the Commission of any document incorporated by reference in the Registration Statement), when any amendment or supplement to the Prospectus is filed with the Commission pursuant to the applicable paragraph of Rule 424(b) of the Rules and on each Closing Date, to performance by the Company of its obligations under this Agreement and to each of the following additional conditions:

(a) If filing of the Prospectus, or any supplement thereto, is required pursuant to Rule 424(b), the Prospectus, and any such supplement, shall have been filed in the manner and within the time period required by Rule 424(b); and no order suspending the effectiveness of the Registration Statement, as amended from time to time, may be in effect and no proceedings for such purpose may be pending before or threatened by the Commission, and any requests for additional information on the part of the Commission (to be included in the Registration Statement or the Prospectus or otherwise) must be complied with to the reasonable satisfaction of the Agents.

(b) Since the date of the most recent financial statements included or incorporated by reference in the Prospectus, (i) there must not have been any material adverse change or decrease (of the type indicated in paragraphs (ii)(B) or (ii)(C) of Annex D to this Agreement) specified in the most recent letter of the type referred to in Section 5(k) or in paragraph (f) of this Section 6, (ii) there must not have been any material adverse change in the general affairs, prospects, management, business, properties, financial condition or results of operations of the Company and its subsidiaries taken as a whole, whether or not arising from

transactions in the ordinary course of business, except as set forth in or contemplated by the Prospectus, as amended or supplemented at the time of acceptance by the Company of any offer to purchase the Notes, (iii) the Company and its subsidiaries taken as a whole must not have sustained any material loss or interference with their business or properties from fire, explosion, earthquake, flood or other calamity, whether or not covered by insurance, or from any labor dispute or any court or legislative or other governmental action, order or decree not described in the Prospectus, as then amended or supplemented at the time of acceptance by the Company of any offer to purchase the Notes, and (iv) there must not have been any downgrading in the rating of any of the Company's long-term debt securities by Standard & Poor's ("S&P") or Moody's Investors Service ("Moody's") or any public announcement that either S & P or Moody's has under surveillance or review its rating of the Company's long-term debt securities (other than an announcement with positive implications of a possible upgrading, and no implication of a possible downgrading of such rating), if, in the judgment of the Agents, any such development referred to in clause (i), (ii), (iii) or (iv) makes it impracticable or inadvisable to proceed with the soliciting of offers to purchase Notes from the Company as contemplated by the Prospectus, as then amended or supplemented.

(c) The Company shall have furnished to the Agents on the date of this Agreement a certificate of the Company, signed by the Chairman of the Board, the President, or any Senior or Administrative Vice President or any Vice President and the principal financial or accounting officer of the Company, dated such date, certifying that the signers have carefully examined the Registration Statement, the Prospectus, the Indenture and this Agreement, and, to the best of their knowledge, after reasonable investigation, (i) the representations and warranties of the Company in this Agreement are accurate on and as of the date of such certificate and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied as a condition to the obligation of the Agents to solicit offers to purchase the Notes, (ii) there has not been any material adverse change in the general affairs, prospects, management, business, properties, financial condition or results of operations of the Company and its subsidiaries taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Prospectus, as amended or supplemented as of the date of such certificate, and (iii) no actions to suspend the effectiveness of the Registration Statement, as amended as of the date of such certificate, or to prohibit the sale of the Notes have been taken or threatened by the Commission.

(d) The Agents shall have received on the date of this Agreement from Thomas L. Feazell, Esq., Senior Vice President, General Counsel and Secretary of the Company, and Cravath, Swaine & Moore, special counsel to the Company,

opinions or letters dated such date substantially in the forms set forth in Annex C-1, Annex C-2-A and Annex C-2-B to this Agreement.

(e) The Agents shall have received on the date of this Agreement from Davis Polk & Wardwell, their counsel, an opinion dated such date with respect to the Company, the Notes, the Indenture, the Registration Statement, the Prospectus, this Agreement and the form and sufficiency of all proceedings taken in connection with the sale and delivery of the Notes. Such opinion and proceedings shall be satisfactory in all respects to the Agents. The Company must have furnished to such counsel such documents as they may reasonably request for the purpose of enabling them to render such opinion.

(f) The Agents shall have received, at the date of this Agreement, a signed letter from Ernst & Young LLP substantially in the form of Annex D to this Agreement.

All opinions, letters, evidence and certificates mentioned above or elsewhere in this Agreement will comply with this Agreement only if they are in form and scope reasonably satisfactory to the Agents and their counsel.

If any of the conditions specified in this Section 6 shall not have been fulfilled when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be reasonably satisfactory in form and substance to the Agents and their counsel, this Agreement and all obligations of the Agents hereunder may be canceled at any time by the Agents. Notice of such cancellation shall be given to the Company in writing or by telephone or telegraph confirmed in writing. The documents required to be delivered by this Section 6 shall be delivered at the offices of Davis Polk & Wardwell, counsel for the Agents, at 450 Lexington Avenue, New York, New York, on the date of this Agreement.

7. Conditions to the Obligations of the Purchaser. The obligations of the Purchaser to purchase any Notes from the Company are subject to the accuracy, on the Closing Date for such Notes, of the representations and warranties of the Company in this Agreement, to performance by the Company of its obligations under this Agreement and to each of the following additional conditions:

(a) No stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been instituted or threatened.

(b) Since the date of the most recent financial statements included or incorporated by reference in the Prospectus, (i) there must not have been any

material adverse change or decrease (of the type indicated in paragraphs (ii)(B) or (C) of Annex D to this Agreement) specified in the most recent letter of the type referred to in Section 5(k) or in paragraph (c) of this Section 7, (ii) there must not have been any material adverse change in the general affairs, prospects, management, business, properties, financial condition or results of operations of the Company and its subsidiaries taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated by the Prospectus, as amended or supplemented at the date of execution of the Terms Agreement relating to such Notes, (iii) the Company and its subsidiaries taken as a whole must not have sustained any material loss or interference with their business or properties from fire, explosion, earthquake, flood or other calamity, whether or not covered by insurance, or from any labor dispute or any court or legislative or other governmental action, order or decree not described in the Prospectus, as amended or supplemented at the date of execution of the Terms Agreement relating to such Notes, and (iv) there must not have been any downgrading in the rating of any of the Company's long-term debt securities by S&P or Moody's or any public announcement that either S & P or Moody's has under surveillance or review its rating of the Company's long-term debt securities (other than an announcement with positive implications of a possible upgrading, and no implication of a possible downgrading of such rating), if, in the judgment of the Purchaser, any such development referred to in clause (i), (ii), (iii) or (iv) makes it impracticable or inadvisable to consummate the sale and delivery of the Notes to the Purchaser as contemplated by the Prospectus, as then amended or supplemented.

(c) If specified by any related Terms Agreement and except to the extent modified by such Terms Agreement, the Purchaser shall have received (i) a certificate of the Company, dated as of such Closing Date, to the effect set forth in Section 6(c), (ii) the opinions or letters of Thomas L. Feazell, Esq., Senior Vice President, General Counsel and Secretary of the Company, and Cravath, Swaine & Moore, special counsel to the Company, each dated as of such Closing Date, to the effect set forth in Section 6(d), (iii) the opinion of Davis Polk & Wardwell, counsel for the Purchaser, dated as of such Closing Date, to the effect set forth in Section 6(e), and (iv) a letter of Ernst & Young LLP, independent accountants for the Company, dated as of such Closing Date, to the effect set forth in Section 6(f).

(d) Prior to the Closing Date, the Company shall have furnished to the Purchaser such further information, certificates and documents as the Purchaser may reasonably request.

If any of the conditions specified in this Section 7 shall not have been fulfilled when and as provided in this Agreement and any Terms Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement or such Terms Agreement shall not be reasonably satisfactory in form

and substance to the Purchaser and its counsel, such Terms Agreement and all obligations of the Purchaser thereunder and with respect to the Notes subject thereto may be canceled at, or at any time prior to, the respective Closing Date by the Purchaser. Notice of such cancellation shall be given to the Company in writing or by telephone or telegraph confirmed in writing

8. Right of Person Who Agreed to Purchase to Refuse to Purchase. The Company agrees that any person who has agreed to purchase and pay for any Note pursuant to a solicitation by the Agents, shall have the right to refuse to purchase such Note if, at the Closing Date therefor, any condition set forth in Section 6(a) and (b) shall not be satisfied.

9. Indemnification. (a) The Company will indemnify and hold harmless you and each person, if any, who controls you within the meaning of Section 15 of the Securities Act against any and all losses, claims, damages and liabilities, joint or several (including any investigation, legal and other expenses reasonably incurred in connection with, and any amount paid in settlement of, any action, suit or proceeding or any claim asserted), to which they, or any of them, may become subject under the Securities Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus, the Registration Statement or the Prospectus or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; provided that the Company will not be liable to the extent that such loss, claim, damage or liability arises from the sale of Notes by the Company as a result of a solicitation by you and is based upon an untrue statement or omission or alleged untrue statement or omission (i) made in reliance upon and in conformity with information relating to you furnished in writing to the Company by you expressly for use in the document or (ii) in a preliminary prospectus if the Prospectus, as amended or supplemented as of the time of the confirmation of the sale to such person, corrected the untrue statement or omission or alleged untrue statement or omission which is the basis of the loss, claim, damage or liability for which indemnification is sought and a copy of the Prospectus, as so amended (but excluding any documents incorporated therein by reference), was not sent or given to such person at or before the confirmation of the sale to such person in any case where such delivery is required by the Securities Act, unless such failure to deliver the Prospectus, as so amended, was a result of noncompliance by the Company with Section 5(d). This indemnity agreement will be in addition to any liability that the Company might otherwise have.

(b) Each of you, severally and not jointly, will indemnify and hold harmless the Company, each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act, each director of the Company and each officer of the Company who signs the Registration Statement to the same extent as the foregoing indemnity from the Company to each of you, but only insofar as losses, claims, damages or liabilities arise from the sale of Notes by the Company to any person as a result of a solicitation by each of you and are based upon any untrue statement or omission or alleged untrue statement or omission made in any preliminary prospectus, the Registration Statement or the Prospectus or any amendment or supplement thereto in reliance upon and in conformity with information relating to each of you furnished in writing to the Company by each of you expressly for use in the document. This indemnity agreement will be in addition to any liability that you might otherwise have.

(c) Any party that proposes to assert the right to be indemnified under this Section 9 will, promptly after receipt of notice of commencement of any action against such party in respect of which a claim is to be made against an indemnifying party or parties under this Section 9, notify each such indemnifying party of the commencement of such action, enclosing a copy of all papers served, but the omission to so notify such indemnifying party will not relieve it from any liability that it may have to any indemnified party otherwise than under this Section 9. If any such action is brought against any indemnified party and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate in, and, to the extent that it elects by delivering written notice to the indemnified party promptly after receiving notice of the commencement of the action from the indemnified party, jointly with any other indemnifying party similarly notified, to assume the defense of the action, with counsel who shall be reasonably satisfactory to the indemnified party, and, after notice from the indemnifying party to the indemnified party of its election to assume the defense, the indemnifying party will not be liable to the indemnified party for any legal or other expenses except as provided below and except for the reasonable costs of investigation subsequently incurred by the indemnified party in connection with the defense. The indemnified party will have the right to employ its own counsel in any such action, but the fees and expenses of such counsel will be at the expense of such indemnified party unless (1) the employment of counsel by the indemnified party has been authorized in writing by the indemnifying party, (2) the indemnified party has reasonably concluded that there may be legal defenses available to it or other indemnified parties which are different from or in addition to those available to the indemnifying party (in which case the indemnifying party will not have the right to direct the defense of such action on behalf of the indemnified party) or (3) the indemnifying party has not in fact employed counsel reasonably satisfactory to such indemnified party to assume the defense of such action within a reasonable time after receiving notice

of the commencement of the action, in each of which cases the reasonable fees and expenses of such counsel will be at the expense of the indemnifying party or parties and all such fees and expenses will be reimbursed promptly as they are incurred. An indemnifying party will not be liable for any settlement of any action or claim effected without its written consent or, in connection with any proceeding or related proceedings in the same jurisdiction, for the fees and expenses of more than one separate counsel for all indemnified parties.

10. Contribution. In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in Section 9 is applicable in accordance with its terms but for any reason is held by a tribunal to be unavailable from the Company or you, the Company and you will contribute to the aggregate losses, claims, damages and liabilities (including any investigation, legal and other expenses reasonably incurred in connection with, and any amount paid in settlement of, any action or any claims asserted, but after deducting any contribution received by the Company from persons other than you, such as persons who control the Company within the meaning of the Securities Act, officers of the Company who signed the Registration Statement and directors of the Company, who may also be liable for contribution) to which the Company and you may be subject in such proportion so that you are responsible for that portion represented by the percentage that the aggregate commissions received by you pursuant to Section 1 bears to the aggregate principal amount of Notes sold by the Company and the Company is responsible for the balance; provided that (i) you will not be responsible for any amount in excess of the aggregate commissions received by you pursuant to Section 1 and (ii) no person found guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 10, any person who controls a party to this Agreement within the meaning of the Securities Act will have the same rights to contribution as that party, and each officer of the Company who signed the Registration Statement and each director of the Company will have the same rights to contribution as the Company, subject in each case to clauses (i) and (ii) of this Section 10. Any party entitled to contribution will, promptly after receipt of notice of commencement of any action against such party in respect of which a claim for contribution may be made under this Section 10, notify such party or parties from whom contribution may be sought, but the omission so to notify will not relieve the party or parties from whom contribution may be sought from any other obligation it or they may have otherwise than under this Section 10. No party will be liable for contribution with respect to any action or claim settled without its written consent.

11. Termination. (a) Upon three days written notice, this Agreement may be terminated for any reason at any time by the Company as to any or all of you, or may be terminated for any reason at any time by any or all of you as to those of you giving such notice. In the event of any such termination, no party giving such notice shall have any liability to the other party or parties hereto, except as provided in Sections 1(e), 5(h), 9, 10 and 12.

(b) Each Terms Agreement shall be subject to termination in the absolute discretion of the Purchaser, by notice given to the Company prior to delivery of any payment for Notes to be purchased thereunder, if prior to such time (1) trading in any securities of the Company is suspended by the Commission, by an exchange that lists such securities of the Company, or by the National Association of Securities Dealers Automated Quotation National Market System, (2) additional material governmental restrictions, not in force on the date of this Agreement, have been imposed upon trading in securities generally or minimum or maximum prices have been generally established on the New York Stock Exchange or on the American Stock Exchange, or trading in securities generally has been suspended on any such Exchange or a general banking moratorium has been established by Federal or New York authorities, or (3) any outbreak or material escalation of hostilities or other calamity or crisis occurs the effect of which is such as to make it impracticable to market such Notes.

12. Miscellaneous. The reimbursement, indemnification and contribution agreements in Sections 1(e), 5(h), 9, 10 and 11 and the representations and other agreements of the Company and you in this Agreement will remain in full force and effect until the sixth anniversary of the date of termination of this Agreement as to any party regardless of any termination of this Agreement or any investigation made by or on behalf of you, the Company or any controlling person and will survive delivery of and payment for the Notes.

This Agreement is for the benefit of you and the Company and their respective successors and, to the extent expressed in this Agreement, for the benefit of persons controlling you or the Company, and directors and officers of the Company, and their respective successors, and no other person, partnership, association or corporation shall acquire or have any right under or by virtue of this Agreement.

All notices and communications under this Agreement will be in writing, effective only on receipt and mailed or delivered, by messenger, facsimile transmission or otherwise, addressed to the parties as follows: if to the Agents or the Purchaser, to Credit Suisse First Boston Corporation, Eleven Madison Avenue, New York, N.Y. 10010-3629, attention of Helena M. Wilner, Salomon Smith Barney Inc., Seven World Trade Center, New York, New York 10048,

Attention of Martha D. Bailey, and Chase Securities Inc., 270 Park Avenue, 8th floor, New York, N.Y. 10017, attention: Medium-Term Note Department, and if to the Company, to Ashland Inc., 1000 Ashland Drive, Russell, Kentucky 41169, attention of the Treasurer, except that legal notices will be sent to the attention of the General Counsel.

This Agreement may be signed in multiple counterparts that taken as a whole constitute one agreement.

This Agreement will be governed by and construed in accordance with the laws of the State of New York.

Please confirm that the foregoing correctly sets forth the agreement between us.

Very truly yours,

ASHLAND INC.

By: _____
Title:

Confirmed:
CREDIT SUISSE FIRST BOSTON CORPORATION

By _____
Title:

SALOMON SMITH BARNEY INC.

By _____
Title:

CHASE SECURITIES INC.

By _____
Title:

MEDIUM-TERM NOTE ADMINISTRATIVE PROCEDURES
JANUARY __, 1999

The Medium-Term Notes, Series H, due Nine Months or More from their issue date (the "Notes") are to be offered on a continuing basis by Ashland Inc. (the "Company"). Credit Suisse First Boston Corporation, Salomon Smith Barney Inc. and Chase Securities Inc., as agents (individually, an "Agent" and collectively, the "Agents"), have each agreed to use reasonable efforts to solicit offers to purchase the Notes. None of the Agents will be obligated to purchase Notes for their own accounts. The Notes are being sold pursuant to a Distribution Agreement, dated January __, 1999 (the "Distribution Agreement"), among the Company and the Agents, and will be issued pursuant to an Indenture, dated as of August 15, 1989, as amended and restated as of August 15, 1990 (the "Indenture"), between the Company and Citibank, N.A., as trustee (the "Trustee"). The Notes will rank equally with all other unsecured and unsubordinated indebtedness of the Company and will have been registered with the Securities and Exchange Commission (the "Commission"). The Notes may be denominated in U.S. dollars, or in such foreign currencies or currency units as may be designated by the Company. The Notes are to be offered in an aggregate principal amount of up to U.S.\$220,000,000 (or the equivalent thereof if any of the Notes is denominated in foreign currency or currency units).

Administrative and record-keeping responsibilities will be handled for the Company by its Treasury and Finance Department. The Company will advise the Agents in writing of those persons handling administrative responsibilities with whom the Agents are to communicate regarding offers to purchase Notes and the details of their delivery. Administrative procedures and certain terms of the offering are explained below. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Distribution Agreement, the Prospectus or the Indenture.

CERTAIN TERMS OF THE OFFERING

Notes will be issued only in fully registered form and will be represented by either a global certificate (a "Global Certificate") delivered to Citibank, N.A., as custodian for The Depository Trust Company (the "Depository"), with ownership of beneficial interests in such Global Certificates recorded in the book-entry system maintained by the Depository (a "Book-Entry Note") or a certificate (a "Definitive Certificate") delivered to a person designated by an Agent.

Citibank, N.A., in addition to acting as Trustee, will act as Exchange Rate Agent, Paying Agent, Calculation Agent and Security Registrar for the Company, in each case, under the Indenture (in any of the foregoing capacities, as applicable, "Citibank").

Part I contains provisions common to Book-Entry and Certificated Notes. Part II contains provisions specific to Certificated Notes and Part III contains provisions specific to Book-Entry Notes. To the extent the procedures set forth below conflict with the provisions of the Notes, the Indenture or the Distribution Agreement, the terms and provisions of the Notes, the Indenture and the Distribution Agreement shall prevail. Unless otherwise defined herein, terms defined in the Indenture or the Notes shall be used herein as therein defined.

PART I: GENERAL

PRICE TO PUBLIC

Each Note will be issued at or above par.

DENOMINATIONS

The minimum denomination of the Notes will be \$1,000 and in denominations of integral multiples of \$1,000 in excess thereof.

ISSUE DATE

Each Note will be dated the date of its authentication. Each Note will also bear an original issue date (the "Issue Date") which, with respect to any Note (or portion thereof), shall mean the date of its original issuance and shall be specified therein. The Issue Date shall remain the same for all Notes subsequently issued upon transfer, exchange or substitution of a Note, regardless of their dates of authentication.

MATURITIES

Each Note will mature on a Business Day, selected by the purchaser and agreed to by the Company, which will be at least nine months after the Issue Date. Each Floating Rate Note (as defined below) will mature on an Interest Payment Date (as defined below) for such Note.

INTEREST PAYMENT

Each interest bearing Note will bear interest from and including its Issue Date, or in the case of Notes issued upon transfer or exchange, from the most recent Interest Payment Date to which interest has been paid or provided for, to but excluding the relevant Interest Payment Date or the maturity date of such Note. Interest payments, if any, will be the amount of interest accrued from and including the next preceding Interest Payment Date in respect of which interest has been paid or duly provided for, or from and including the date of issue, if no interest has been paid with respect to such Note, to but excluding the applicable Interest Payment Date. However, in the case of Floating Rate Notes on which the interest rate is reset daily or weekly, the interest payments (other than payments on any date on which principal is payable) will include interest accrued from but excluding the second preceding Regular Record Date, or from and including the date of issue, if no interest has been paid with respect to such Note, through and including the Regular Record Date next preceding the applicable Interest Payment Date, except that interest paid at Maturity will include interest accrued to but excluding such date. Each Note will bear interest (i) in the case of Notes bearing interest at a Fixed Rate (the "Fixed Rate Notes"), at the annual rate stated on the face thereof, payable semi-annually in arrears on February 15 and August 15 unless otherwise specified in the related pricing supplement to the Prospectus Supplement (the "Pricing Supplement") (each an "Interest Payment Date" with respect to such Fixed Rate Note) and at maturity and (ii) in the case of Notes bearing interest at a rate or rates determined by reference to an interest rate formula (the "Floating Rate Notes"), at a rate determined pursuant to the formula stated on the face thereof, payable in arrears on such dates as are specified therein and in the Pricing Supplement (each such date an "Interest Payment Date" with respect to such Floating Rate Note). In addition, a Floating Rate Note may bear interest at the lowest or highest or average of two or more interest rate formulae. Interest (including payments for partial periods) will be calculated and paid (a) in the case of Fixed Rate Notes, on the basis of a 360-day year of twelve 30-day months, (b) in the case of Floating Rate Notes whose interest formula is based on the Treasury Rate or the Prime Rate, on the basis of the actual number of days in the year divided by 365 or 366, as the case may be, and (c) in the case of Floating Rate Notes whose interest formula is based on the Commercial Paper Rate, the LIBOR Rate, the Federal Funds Rate, or on the CD Rate, on the basis of the actual number of days in the year divided by 360. Interest will be payable (a) in the case of Fixed Rate Notes, to the person in whose name the Note is registered at the close of business on the February 1 or August 1 (the Regular Record Dates with respect to Fixed Rate Notes) next preceding the Interest Payment Date, unless otherwise specified in the Pricing Supplement, and (b) in the case of Floating Rate Notes, to the person in whose name the Note is registered at the close of business on the dates established on the Issue Date and set forth in each such Note and in the applicable Pricing Supplement (the Regular Record Dates with respect to Floating Rate Notes); provided, however, that interest payable on a maturity date

will be payable to the person to whom principal shall be payable. Unless otherwise set forth in the applicable Prospectus Supplement, the first payment of interest on any Note originally issued between a Regular Record Date and an Interest Payment Date will be made on the Interest Payment Date following the next succeeding Regular Record Date. With respect to Fixed Rate Notes, each payment of interest shall include interest accrued to but excluding the date of such payment. For special provisions relating to Floating Rate Notes, see the section entitled "Description of the Notes" in the Prospectus Supplement relating to the Notes, dated January __, 1999, attached hereto and hereinafter referred to as the "Prospectus Supplement". Except in the case of Book-Entry Notes, all interest payments (excluding interest payments made at maturity) will be made by check mailed to the person entitled thereto as provided above. All interest payments on any Book-Entry Note will be made to the Depositary, or its nominee, as Noteholder thereof, in accordance with arrangements then in effect between the Trustee and the Depositary.

TRUSTEE AND CITIBANK NOT TO RISK FUNDS

Nothing herein shall be deemed to require the Trustee or Citibank to risk or expend its own funds in connection with any payment to the Company, or the Agents, or the Depositary, or any Noteholder, it being understood by all parties that payments made by the Trustee or Citibank to either the Company, or the Agents, or the Depositary, or any Noteholder shall be made only to the extent that funds are provided to the Trustee for such purpose.

ADVERTISING COSTS

The Company will determine with the Agents the amount of advertising that may be appropriate in offering the Notes. Advertising expenses approved in advance by the Company will be paid by the Company.

BUSINESS DAY

"Business Day" means any day, other than a Saturday or Sunday, that meets each of the following applicable requirements: the day is (a) not a day on which banking institutions are authorized or required by law or regulation to be closed in The City of New York, (b) if the Note is denominated in a Specified Currency other than the euro or United States dollars, not a day on which banking institutions are authorized or required by law or regulation to close in the principal financial center of the country of the Specified Currency, (c) if the Note is denominated in euro, any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System is open, and (d) with respect to LIBOR Notes, a London Banking Day. "London Banking Day" means

any day on which dealings in deposits in United States dollars are transacted in the London interbank market.

PROCEDURES FOR ESTABLISHING THE TERMS OF THE NOTES

The Company and the Agents will discuss from time to time the Issue Date, maturity date, interest rates, and other provisions of the Notes that may be sold as a result of the solicitation of offers by the Agents. If the Company decides to post rates and a decision has been reached to change interest rates, the Company will promptly notify each Agent. Each Agent will forthwith suspend solicitation of purchases. At that time, the Agents will recommend and the Company will establish rates to be so "posted". Following establishment of posted rates and prior to the filing or mailing described in the following sentence, the Agents may only record indications of interest in purchasing Notes at the posted rates. If the Company accepts an offer at the posted rates, it will prepare a Pricing Supplement reflecting the terms of such offer and will arrange to have such Pricing Supplement electronically filed with the Commission in accordance with the applicable paragraph of Rule 424(b) under the Act and Rule 101(a) of Regulation S-T, and will supply at least 10 copies of the Pricing Supplement to the Agent who presented such offer (the "Presenting Agent"). No settlements may occur prior to such mailing or filing and the Agents will not, prior to such mailing or filing, mail confirmations to customers who have offered to purchase Notes at the posted rates. The Company will not offer Notes denominated in a foreign currency unless it has received confirmation from the Trustee that the Trustee will be able to perform its duties in respect of such Notes, and that the Trustee has had sufficient time to make the necessary arrangements.

Outdated Pricing Supplements and copies of the Prospectus to which they are attached (other than those retained for files) will be destroyed.

SUSPENSION OF SOLICITATION; AMENDMENT OR SUPPLEMENT

As provided in the Distribution Agreement, the Company may suspend solicitation of purchases at any time and, upon receipt of at least one Business Day's prior notice from the Company, the Agents will each forthwith suspend solicitation until such time as the Company has advised them that solicitation of purchases may be resumed.

If the Agents receive the notice from the Company contemplated by Section 5(b) of the Distribution Agreement, they will promptly suspend solicitation and will only resume solicitation as provided in the Distribution Agreement. If the Company decides to amend or supplement the Registration Statement or the Prospectus relating to the Notes, it will promptly advise each Agent and will furnish each Agent with the proposed amendment or supplement

in accordance with the terms of the Distribution Agreement. The Company will promptly file or mail to the Commission for filing such amendment or supplement, provide the Agents with copies of any such amendment or supplement, confirm to the Agents that such amendment or supplement has been filed with the Commission and advise the Agents that solicitation may be resumed.

Any such suspension shall not affect the Company's obligations under the Distribution Agreement; and in the event that at the time the Company suspends solicitation of purchases there shall be any offers already accepted by the Company outstanding for settlement, the Company will have the sole responsibility for fulfilling such obligations. The Company will in addition promptly advise the Agents and the Trustee if such offers are not to be settled and if copies of the Prospectus as in effect at the time of the suspension may not be delivered in connection with the settlement of such offers.

ACCEPTANCE OF OFFERS

Each Agent will promptly advise the Company, orally or in writing, of each reasonable offer to purchase Notes received by it, other than those rejected by such Agent. Each Agent may, in its discretion reasonably exercised, without notice to the Company, reject any offer received by it, in whole or in part. The Company will have the sole right to accept offers to purchase Notes and may reject any such offer, in whole or in part. If the Company rejects an offer, the Company will promptly notify the Agent involved.

DELIVERY OF PROSPECTUS

A copy of the Prospectus as most recently amended or supplemented on the date of delivery thereof (except as provided below) must be delivered to a purchaser prior to or together with the earlier of the delivery of (i) the written confirmation provided for above, and (ii) any Note purchased by such purchaser. The Company shall ensure that the Presenting Agent receives copies of the Prospectus and each amendment or supplement thereto (including appropriate pricing supplements) in such quantities and within such time limits as will enable the Presenting Agent to deliver such confirmation or Note to a purchaser as contemplated by these procedures and in compliance with the preceding sentence. If, since the date of acceptance of a purchaser's offer, the Prospectus shall have been supplemented solely to reflect any sale of Notes on terms different from those agreed to between the Company and such purchaser or a change in posted rates not applicable to such purchaser, such purchaser shall not receive the Prospectus as supplemented by such new supplement, but shall receive the Prospectus as supplemented to reflect the terms of the Notes being purchased by

such purchaser and otherwise as most recently amended or supplemented on the date of delivery of the Prospectus.

DETERMINATION OF SETTLEMENT DATE

All offers accepted by the Company will be settled no later than the third Business Day next succeeding the date of acceptance unless otherwise agreed by any purchaser and the Company. The settlement date shall be specified upon receipt of an offer.

PART II: CERTIFICATED NOTES

SETTLEMENT DATE

The Company will instruct, by telecopy or other acceptable means, the Trustee to authenticate and deliver the Notes no later than 2:15 P.M., New York City time, on the settlement date. Such instructions will be given by the Company no later than 3:00 P.M., New York City time, on the Business Day prior to the settlement date unless the settlement date is the date of acceptance by the Company of the offer to purchase the Notes, in which case such instructions will be given by the Company by 10:00 A.M., New York City time.

DETAILS FOR SETTLEMENT

For each offer accepted by the Company, the Presenting Agent shall communicate to the Company's Treasury and Finance Department by telephone, facsimile transmission or other acceptable means the following information (the "Purchase Information"):

1. Exact name in which the Note or Notes are to be registered ("registered owner").
2. Exact address of registered owner and, if different, the address for payment of principal and interest.
3. Taxpayer identification number of registered owner.
4. Principal amount of each Note in authorized denominations to be delivered to registered owner.
5. Currency or currency unit of such principal amount.
6. The issue price, interest rate, if fixed or, if floating, the initial interest rate, the interest rate basis, the spread or spread multiplier, the maximum or minimum interest rates, if any, the index maturity, the Interest Reset Dates and the

Interest Payment Dates (as such terms are defined in the Prospectus Supplement) of each Note, and all other items necessary to complete each Note.

7. Maturity date.

8. Issue date.

9. Settlement date.

10. Presenting Agent's commission (to be paid by the Company upon settlement).

11. Terms of redemption and Redemption Date, if any.

12. Net proceeds to the Company.

The Issue Date of, and the settlement date for, Notes will be the same. Before accepting any offer to purchase Notes to be settled in less than three Business Days, the Company shall verify that the Trustee will have adequate time to prepare and authenticate the Notes.

After receiving the details for each offer from the Presenting Agent, the Company will, after recording the details and any necessary calculations, communicate the Purchase Information by facsimile transmission or other acceptable means, to the Trustee. The Company will identify in writing to the Trustee officers of the Company who are authorized to provide such details for each such offer to the Trustee.

SETTLEMENT; NOTE DELIVERIES AND CASH PAYMENT

Upon the receipt of appropriate documentation and instructions from the Company, the Trustee will cause the Notes to be prepared and authenticated.

The Trustee will deliver the Notes, in accordance with instructions from the Company, to the Presenting Agent, as the Company's agent, for the benefit of the purchaser. The Presenting Agent shall make payment in immediately available funds directly to the account of the Company in an amount equal to the face amount of the Notes.

The Presenting Agent, as the Company's agent, will deliver the Notes (with the written confirmation provided for above) to the purchaser thereof against payment by such purchaser in immediately available funds. Delivery of any confirmation or Note will be made in compliance with "Delivery of Prospectus" above.

FAILS

In the event that a purchaser shall fail to accept delivery of and make payment for a Note on the settlement date, the Presenting Agent will notify the Trustee and the Company, by telephone or other acceptable means. If the Note has been delivered to the Presenting Agent, as the Company's agent, the Presenting Agent shall return such Note to the Trustee. If funds have been advanced for the purchase of such Note, the Trustee will, immediately upon receipt of such Note, confirm receipt to the Company and the Company shall refund the payment previously made by the Presenting Agent in immediately available funds. Such payments will be made on the settlement date, if possible, and in any event not later than the Business Day following the settlement date. If such fail shall have occurred for any reason other than the failure of the Presenting Agent to provide the Purchase Information to the Company or to provide a confirmation to the purchaser, the Company will reimburse the Presenting Agent on an equitable basis for its loss of the use of funds during the period when they were credited to the account of the Company.

Immediately upon receipt of the Note in respect of which the fail occurred, the Trustee will cause the Security Registrar to make appropriate entries to reflect the fact that the Note was never issued and will destroy the Note.

PAYMENT OF INTEREST

On the fifth Business Day immediately preceding each Interest Payment Date, the Trustee will furnish the Company with the total amount of the interest payments to be paid on the Certificated Notes on such Interest Payment Date. The Trustee will provide monthly to the Company's Treasury and Finance Department a list of the principal and interest to be paid on Certificated Notes maturing in the next succeeding month, to the extent then known. The Trustee will assume responsibility for withholding taxes on interest paid as required by law.

MATURITY

Upon presentation of each Certificated Note at maturity the Trustee (or any duly appointed Paying Agent) will pay the principal amount thereof, together with accrued interest due at maturity out of immediately available funds provided by the Company. Such payment shall be made in immediately available funds to the holder of the Note, provided that the Note is presented to the Trustee (or any such Paying Agent) in time for the Trustee (or such Paying Agent) to make payments in such funds in accordance with its normal procedures. The Company will provide the Trustee (and any such Paying Agent) with funds available for immediate use for such purpose. Notes presented at maturity will be canceled by the Trustee as provided in the Indenture.

AUTHENTICITY OF SIGNATURES

The Company will cause the Trustee to furnish the Agents from time to time with the specimen signatures of each of the Trustee's officers, employees or agents who have been authorized by the Trustee to authenticate Notes, but the Agents will have no obligation or liability to the Company or the Trustee in respect of the authenticity of the signature of any officer, employee or agent of the Company or the Trustee on any Note.

PART III: BOOK-ENTRY NOTES

An owner of a Book-Entry Note will not be entitled to receive a certificate representing such Note. In connection with the qualification of the Book-Entry Notes for eligibility in the book-entry system maintained by the Depositary, Citibank will perform the custodial, document control and administrative functions described below, in accordance with its respective obligations under a Letter of Representations (the "Letter of Representations") from the Company and Citibank to the Depositary and a Medium-Term Note Certificate Agreement (the "Certificate Agreement") between Citibank and the Depositary, and its obligations as a participant in the Depositary, including the Depositary's Same-Day Funds Settlement system ("SDFS").

ISSUANCE

On any date of settlement (as defined under "settlement" below) for one or more Book-Entry Notes, the Company will issue a Global Certificate or Certificates in fully registered form without coupons representing in each case not in excess of \$200,000,000 principal amount of all of such Book-Entry Notes that have the same interest rate, Stated Maturity and terms. Each Global Certificate will be dated and issued as of the date of its authentication by Citibank as Trustee. No Global Certificate will represent any Certificated Note.

IDENTIFICATION NUMBERS

The Company will arrange, on or prior to the commencement of a program for the offering of Book-Entry Notes, with the CUSIP Service Bureau of Standard & Poor's (the "CUSIP Service Bureau") for the reservation of a series of CUSIP numbers (including tranche numbers), consisting of approximately 900 CUSIP numbers relating to Global Certificates representing the Book-Entry Notes. The Company will obtain from the CUSIP Service Bureau a written list of such series of reserved CUSIP numbers and will deliver such list to Citibank and the Depositary. Citibank will assign CUSIP numbers to Global Certificates as described below under Settlement Procedure "B". The Depositary will notify the CUSIP Service Bureau periodically of the CUSIP numbers that the Company has

assigned to Global Certificates. Citibank will notify the Company at any time when fewer than 100 of the reserved CUSIP numbers remain unassigned to Global Certificates, and if it deems it necessary, the Company will reserve additional CUSIP numbers for assignment to Global Certificates representing Book-Entry Notes. Upon obtaining such additional CUSIP numbers, the Company shall deliver a list thereof to Citibank and the Depository.

REGISTRATION

Each Global Certificate will be registered in the name of Cede & Co., as nominee for the Depository, on the Securities Register maintained under the Indenture governing such Global Certificate. The beneficial owner of a Book-Entry Note (or one or more indirect participants in the Depository designated by such owner) will designate one or more participants in the Depository (with respect to such Note, the "Participants") to act as agent or agents for such owner in connection with the book-entry system maintained by the Depository, and the Depository will record in book-entry form, in accordance with instructions provided by such Participants, a credit balance with respect to such Note in the account of such Participants. The ownership interest of such beneficial owner in such Note will be recorded through the records of such Participants or through the separate records of such Participants and one or more indirect participants in the Depository. So long as Cede & Co. is the registered owner of a Global Certificate, the Depository will be considered the sole owner and holder of the Book-Entry Notes represented by such Global Certificate for all purposes under the Indenture.

TRANSFERS

Transfers of a Book-Entry Note will be accomplished by book entries made by the Depository and, in turn, by Participants (and in certain cases, one or more indirect participants in the Depository) acting on behalf of beneficial transferors and transferees of such Note.

CONSOLIDATION AND EXCHANGE

Citibank may deliver to the Depository and the CUSIP Service Bureau at any time a written notice of consolidation specifying (i) the CUSIP numbers of two or more Outstanding Global Certificates that represent Book-Entry Notes having the same interest rate, Stated Maturity and tenor and for which interest has been paid to the same date, (ii) a date, occurring at least thirty days after such written notice is delivered and at least thirty days before the next Interest Payment Date for such Book-Entry Notes, on which such Global Certificates shall be exchanged for a single replacement Global Certificate and (iii) a new CUSIP number, obtained from the Company, to be assigned to such replacement Global

Certificate. Upon receipt of such a notice, the Depository will send to its participants (including Citibank) a written reorganization notice to the effect that such exchange will occur on such date. Prior to the specified exchange date, Citibank will deliver to the CUSIP Service Bureau a written notice setting forth such exchange date and the new CUSIP number and stating that, as of such exchange date, the CUSIP numbers of the Global Certificates to be exchanged will no longer be valid. On the specified exchange date, Citibank will exchange such Global Certificates for a single Global Certificate bearing the new CUSIP number and new Issue Date, which shall be the most recent Interest Payment Date to which interest has been paid or duly provided for on the predecessor Global Certificates, and the CUSIP numbers of the exchanged Global Certificates will, in accordance with CUSIP Service Bureau procedures, be canceled and not immediately reassigned. Notwithstanding the foregoing, if the Global Certificates to be exchanged exceed \$200,000,000 in aggregate principal amount, one Global Certificate will be authenticated and issued to represent each \$200,000,000 of principal amount of the exchanged Global Certificates and an additional Global Certificate will be authenticated and issued to represent any remaining principal amount of such Global Certificates (see "Denominations" below).

DENOMINATIONS

Book-Entry Notes will be issued in principal amounts of \$1,000 or any amount in excess thereof that is an integral multiple of \$1,000. Global Certificates will be denominated in principal amounts not in excess of \$200,000,000. If one or more Book-Entry Notes having an aggregate principal amount in excess of \$200,000,000 would, but for the preceding sentence, be represented by a single Global Certificate, then one Global Certificate will be issued to represent \$200,000,000 principal amount of such Book-Entry Note or Notes and an additional Global Certificate will be issued to represent any remaining principal amount of such Book-Entry Note or Notes. In such a case, each of the Global Certificates representing such Book-Entry Note or Notes shall be assigned the same CUSIP number.

INTEREST

Standard & Poor's will use the information received in the pending deposit message described under Settlement Procedure "C" below in order to include the amount of any interest payable and certain other information regarding the related Global Security in the appropriate weekly bond report published by Standard & Poor's.

PAYMENTS OF PRINCIPAL AND INTEREST

Payments of Interest Only. Promptly after each Regular Record Date, Citibank will deliver to the Company and the Depositary a written notice specifying by CUSIP number the amount of interest to be paid on each Global Certificate on the following Interest Payment Date (other than an Interest Payment Date coinciding with Maturity) and the total of such amounts. The Depositary will confirm the amount payable on each Global Certificate on such Interest Payment Date by reference to the daily bond reports published by Standard & Poor's. The Company will pay to Citibank, as Paying Agent, the total amount of interest due on such Interest Payment Date (other than at Maturity), and Citibank will pay such amount to the Depositary at the times and in the manner set forth below under "Manner of Payment".

Payments at Maturity. On or about the first Business Day of each month, Citibank will deliver to the Company, the Depositary and the Trustee a written list of principal and interest to be paid on each Global Certificate maturing in the following month. The Company, Citibank and the Depositary will confirm the amounts of such principal and interest payments with respect to each such Global Certificate on or about the fifth Business Day preceding the Maturity of such Global Certificate. The Company will pay to Citibank as the Paying Agent, the principal amount of such Global Certificate, together with interest due at such Maturity and Citibank will pay such amount to the Depositary at the times and in the manner set forth below under "Manner of Payment".

Promptly after payment to the Depositary of the principal and interest due at the Maturity of such Global Certificate, Citibank will cancel such Global Certificate and deliver it to the Company. Citibank will from time to time, on request by the Trustee, deliver to the Trustee a written statement indicating the total principal amount of outstanding Global Certificates for which it serves as Trustee as of the immediately preceding Business Day.

Manner of Payment. The total amount of any principal and/or interest due on Global Certificates on any Interest Payment Date or at Maturity shall be paid by the Company to Citibank in funds available for use by Citibank as of 9:30 A.M. (New York City time) on such date. The Company will make such payment on such Global Certificates by instructing Citibank to withdraw funds from an account maintained by the Company at Citibank, N.A. The Company will confirm such instruction in writing to Citibank. Citibank will forward to the Company an appropriate debit advice. Prior to 10:00 A.M. (New York City time) on such date or as soon as possible thereafter, Citibank will make such payments to the Depositary in same day funds in accordance with the payment provisions contained in the Letter of Representations. The Depositary will allocate such payments to its Participants in accordance with its existing operating procedures. NONE OF THE COMPANY, THE TRUSTEE NOR CITIBANK SHALL HAVE

ANY RESPONSIBILITY OR LIABILITY FOR THE PAYMENT BY THE DEPOSITARY TO SUCH PARTICIPANTS OF THE PRINCIPAL OF AND INTEREST ON THE BOOK-ENTRY NOTES.

Withholding Taxes. The amount of any taxes required under applicable law to be withheld from any interest payment on a Book-Entry Note will be determined and withheld by the Participant, indirect participant in the Depository or other Person responsible for forwarding payments and materials directly to the beneficial owner of such Note.

SETTLEMENT

The receipt by the Company of immediately available funds in payment for a Book-Entry Note and the authentication and issuance of the Global Certificate representing such Note shall constitute "settlement" with respect to such Book-Entry Note. All orders accepted by the Company will be settled on the next Business Day pursuant to the timetable for settlement set forth below unless the Company and the purchaser agree to settlement on a later date.

SETTLEMENT PROCEDURES

Settlement Procedures with regard to each Global Certificate sold by the Company through an Agent, as agent, shall be as follows:

A. Such Agent will advise the Company by telephone of the Purchase Information with respect to each Book-Entry Note which will be represented by the Global Certificate which is to be issued.

B. The Company will advise Citibank writing or electronic transmission of the information set forth in Settlement Procedure "A" above and the name of such Agent. Each such communication by the Company shall constitute a representation and warranty by the Company to Citibank, the Trustee and each Agent that (i) such Global Certificate is then, and at the time of issuance and sale thereof will be, duly authorized for issuance and sale by the Company, (ii) such Global Certificate will conform with the terms of the Indenture pursuant to which such Global Certificate is issued and (iii) upon authentication and delivery of such Global Certificate, the aggregate principle amount of all Notes issued will not exceed \$200,000,000 (except for Book-Entry Notes represented by Global Certificates authenticated and delivered in exchange for or in lieu of Global Certificates pursuant to Section 304, 305, 306 or 906 of the Indenture and except for Certificated Notes authenticated and delivered upon registration of, transfer of, in exchange for, or in lieu of Certificated Notes pursuant to any such Section).

C. Citibank will assign a CUSIP number to such Global Certificate and advise the Company by telephone of such CUSIP number. Citibank will enter a pending deposit message through the Depository's Participant Terminal System, providing the following settlement information to the Depository (which will provide such information to Standard & Poor's), such Agent, and, upon request, the Trustee under the Indenture pursuant to which each Book-Entry Note which is represented by the Global Certificate which is to be issued:

1. The information set forth in Settlement Procedure "A".

2. Initial Interest Payment Date for such Book-Entry Note, number of days by which such date succeeds the related Regular Record Date (which, in the case of Floating Rate Notes which reset daily or weekly, shall be the date 5 calendar days immediately preceding the applicable Interest Payment Date, and in the case of all other Notes shall be the Regular Record Date as defined in the Note) and amount of interest payable on such Interest Payment Date.

3. CUSIP number of the Global Certificate representing such Book-Entry Note.

4. Whether such Global Certificate will represent any other Book-Entry Note (to the extent known at such time).

D. The Trustee will complete the first page of the preprinted note, the form of which was previously approved by the Company, the Agents and the Trustee.

E. The Trustee will authenticate the Global Certificate.

F. The Depository will credit each Book-Entry Note represented by the Global Certificate to be issued to Citibank's participant account at the Depository.

G. Citibank will enter an SDFS deliver order through the Depository's Participant Terminal System, with respect to each Book-Entry Note represented by the Global Certificate to be issued, instructing the Depository to (i) debit such Book-Entry Note to Citibank's participant account and credit such Book-Entry Note to such Agent's participant account and (ii) debit such Agent's settlement account and credit Citibank's settlement account for an amount equal to the price of such Book-Entry Note less such Agent's commission. The entry of such a deliver order shall constitute a representation and warranty by Citibank to the Depository that (i) the Global Certificate representing such Book-Entry Note has been issued and authenticated and (ii) Citibank is holding such Global Certificate pursuant to the Certificate Agreement.

H. The Agent will enter an SDFS deliver order through the Depository's Participant Terminal System, with respect to each Book-Entry Note represented by the Global Certificate to be issued, instructing the Depository (i) to debit such Book-Entry Note to such Agent's participant account and credit such Book-Entry Note to the participant account of the Participant with respect to such Book-Entry Note and (ii) to debit the settlement account of such Participant and credit the settlement account of such Agent for an amount equal to the price of such Book-Entry Note.

I. Transfers of funds in accordance with SDFS deliver orders described in Settlement Procedures "G" and "H" will be settled in accordance with SDFS Paying Agent Operating Procedures (as defined in the Letter of Representations) in effect on the settlement date.

J. Citibank will credit to an account of the Company maintained at Citibank, N.A., funds available for immediate use in the amount transferred to Citibank in accordance with Settlement Procedure "G".

K. Citibank, N.A., as custodian for the Depository, will hold the Global Certificate pursuant to the Certificate Agreement. Periodically, Citibank will send to the Company a statement setting forth the principal amount of Book-Entry Notes and Global Certificates outstanding as of that date under the Indenture and setting forth a brief description of any sales of which the Company has advised Citibank but which have not yet been settled.

L. Such Agent will deliver to the purchaser a copy of the most recent Prospectus applicable to the Notes with or prior to any written offer of Notes and the confirmation and payment by the purchaser of the Note.

Such Agent will confirm the purchase of each Book-Entry Note to the purchaser either by transmitting to the Participant with respect to such Book-Entry Note a confirmation order or orders through the Depository's institutional delivery system or by mailing a written confirmation to such purchaser.

SETTLEMENT PROCEDURES TIMETABLE

For orders of Book-Entry Notes solicited by an Agent, as agent, and accepted by the Company for settlement on the first Business Day after the sale date, Settlement Procedures "A" through "L" set forth above shall be completed as soon as possible but not later than the respective times (New York City time) set forth below:

SETTLEMENT PROCEDURE	TIME
A-B	11:00 A.M. on the sale date
C	2:00 P.M. on the sale date
D	3:00 P.M. on day before settlement date
E	9:00 A.M. on settlement date
F	10:00 A.M. on settlement date
G-H	2:00 P.M. on settlement date
I	4:45 P.M. on settlement date
J-L	5:00 P.M. on settlement date

If a sale is to be settled more than one Business Day after the sale date, Settlement Procedures "A", "B" and "C" shall be completed as soon as practicable but no later than 11:00 A.M. and 2:00 P.M., as the case may be, on the first Business Day after the sale date. In connection with a sale which is to be settled more than one Business Day after the sale date, if the initial interest rate for a Floating Rate Note is not known at the time that Settlement Procedure "A" is completed, Settlement Procedures "B" and "C" shall be completed as soon as such rates have been determined, but no later than 11:00 a.m. and 2:00 p.m., respectively, on the second Business Day before the Settlement Date. Settlement Procedure "I" is subject to extension in accordance with any extension of Fedwire closing deadlines and in the other events specified in the SDFS operating procedures in effect on the settlement date.

If settlement of a Note is rescheduled or canceled, Citibank will deliver to the Depository, through the Depository's Participant Terminal System, a cancellation message to such effect by no later than 2:00 p.m. on the Business Day immediately preceding the scheduled settlement date.

FAILURE TO SETTLE

Prior to Citibank's entry of an SDFS deliver order with respect to a Book-Entry Note pursuant to Settlement Procedure "G", Citibank, upon written request of the Company, shall deliver through the Depository's Participant Terminal System, as soon as practicable, but not later than 2:00 p.m. on any Business Day, a withdrawal message instructing the Depository to debit such Book-Entry Note to Citibank's participant account. The Depository will process the withdrawal message, provided that Citibank's participant account contains a principal amount of the Global Certificate representing such Book-Entry Note that

is at least equal to the principal amount to be debited. If a withdrawal message is processed with respect to all the Book-Entry Notes represented by a Global Certificate, Citibank will mark such Global Certificate "Canceled", make appropriate entries in Citibank's records and send such canceled Global Certificate to the Company. The CUSIP number assigned to such Global Certificate shall, in accordance with CUSIP Service Bureau procedures, be canceled and not immediately reassigned. If a withdrawal message is processed with respect to one or more, but not all, of the Book-Entry Notes represented by a Global Certificate, Citibank will exchange such Global Certificate for two Global Certificates, one of which shall represent such Book-Entry Note or Notes and shall be canceled immediately after issuance and the other of which shall represent the other Book-Entry Notes previously represented by the surrendered Global Certificate and shall bear the CUSIP number of the surrendered Global Certificate.

If the purchase price for any Book-Entry Note is not timely paid to the Participant with respect to such Note by the beneficial purchaser thereof (or a Person, including an indirect participant in the Depository, acting on behalf of such purchaser), such Participant and, in turn, the Agent for such Note may enter a deliver order through the Depository's Participant Terminal System debiting such Note to such Agent's participant account and crediting such Note free to the participant account of Citibank and shall notify Citibank and the Company thereof. Thereafter, Citibank (i) will immediately notify the Company thereof, once Citibank has confirmed that such Note has been credited to its participant account, and the Company shall immediately transfer by Fedwire (in immediately available funds) to such Agent an amount equal to the price of such Note which was previously transferred to the account of the Company maintained at Citibank, N.A. in accordance with Settlement Procedure and (ii) Citibank will deliver the withdrawal message and take the related actions described in the preceding paragraph. The Agent will not be entitled to any commission with respect to any Note which the purchaser does not accept and make payment for. Such debits and credits will be made on the Settlement Date, if possible, and in any event not later than 5:00 p.m. on the following Business Day. If such failure shall have occurred for any reason other than failure by the applicable Agent to perform its obligations hereunder or under the Distribution Agreement, the Company will reimburse such Agent on an equitable basis for its loss of the use of funds during the period when the funds were credited to the account of the Company.

Notwithstanding the foregoing, upon any failure to settle with respect to a Book-Entry Note, the Depository may take any actions in accordance with its SDFS operating procedures then in effect. In the event of a failure to settle with respect to one or more, but not all, of the Book-Entry Notes to have been represented by a Global Certificate, Citibank will provide, in accordance with

Settlement Procedures "D" and "E", for the authentication and issuance of a Global Certificate representing the other Book-Entry Notes to have been represented by such Global Certificate and will make appropriate entries in its records.

ASHLAND INC.

Terms Agreement

_____, 199_

Credit Suisse First Boston Corporation
Eleven Madison Avenue
New York, N.Y. 10010-3629

Salomon Smith Barney Inc.
Seven World Trade Center
New York, N.Y. 10048

Chase Securities Inc.
270 Park Avenue
New York, N.Y. 10017

Ladies and Gentlemen:

Ashland Inc. (the "Company") proposes, subject to the terms and conditions stated herein and in the Distribution Agreement, dated January __, 1999 (the "Distribution Agreement"), between the Company on the one hand and Credit Suisse First Boston Corporation, Salomon Smith Barney Inc. and Chase Securities Inc. (the "Purchasers") on the other, to issue and sell to Credit Suisse First Boston Corporation, Salomon Smith Barney Inc. and Chase Securities Inc. the securities specified in the Schedule hereto (the "Purchased Securities"). Each of the provisions of the Distribution Agreement not specifically related to the solicitation by the Agents, as the agents of the Company, of offers to purchase Securities is incorporated herein by reference in its entirety, and shall be deemed to be part of this Terms Agreement to the same extent as if such provisions had been set forth in full herein. Nothing contained herein or in the Distribution Agreement shall make any party hereto an agent of the Company or make such party subject to the provisions therein relating to the solicitation of offers to purchase securities from the Company, solely by virtue of its execution of this Terms Agreement. Each of the representations and warranties set forth therein shall be deemed to have been made at and as of the date of this Terms Agreement, except that each representation and warranty in Section 4 of the Distribution

Agreement which makes reference to the Prospectus shall be deemed to be a representation and warranty as of the date of this Terms Agreement in relation to the Prospectus as amended and supplemented to relate to the Purchased Securities.

An amendment to the Registration Statement, or a supplement to the Prospectus, as the case may be, relating to the Purchased Securities, in the form heretofore delivered to you is now proposed to be filed with the Commission.

Subject to the terms and conditions set forth herein and in the Distribution Agreement incorporated herein by reference, the Company agrees to issue and sell to the Purchasers and the Purchasers agree to purchase from the Company the Purchased Securities, at the time and place, in the principal amount and at the purchase price set forth in the Schedule hereto.

If the foregoing is in accordance with your understanding, please sign and return to us the counterparts hereof, and upon acceptance hereof by you this letter and such acceptance hereof, including those provisions of the Distribution Agreement incorporated herein by reference, shall constitute a binding agreement between you and the Company.

ASHLAND INC.

By
Title:

Accepted:

[CREDIT SUISSE FIRST BOSTON CORPORATION

By _____
Title:]

[SALOMON SMITH BARNEY INC.

By _____
Title:]

[CHASE SECURITIES INC.

By _____
Title:]

SCHEDULE TO ANNEX B

Title of Purchased Securities:

[__%] Medium-Term Notes

Aggregate Principal Amount:

\$ _____

[Price to Public:]

Purchase Price by [Name of Purchaser]:

% of the principal amount of the Purchased Securities, plus accrued interest from to

Method of and Specified Funds for Payment of Purchase Price:

[By certified or official bank check or checks, payable to the order of the Company, in [immediately available] funds]

[By wire transfer to a bank account specified by the Company in [immediately available] funds]

Time of Delivery:

Closing Location:

Maturity:

Interest Rate:

[%]

Interest Payment Dates:

[months and dates]

Other Provisions:

Documents to be Delivered:

The following documents referred to in the Distribution Agreement shall be delivered as a condition to the Closing:

[(1) The officers' certificate referred to in Section 6(c).]

[(2) The opinions referred to in Section 6(d).]

[(3) The opinion referred to in Section 6(e).]

[(4) The accountants' letter referred to in Section 6(f).]

FORM OF OPINION OF THOMAS L. FEAZELL, ESQ.

[DATE]

Credit Suisse First Boston Corporation
Eleven Madison Avenue
New York, N.Y. 10010-3629

Salomon Smith Barney Inc.
Seven World Trade Center
New York, New York 10048

Chase Securities Inc.
270 Park Avenue
New York, N.Y. 10017

Ladies and Gentlemen:

Re: Distribution Agreement by and between
Credit Suisse First Boston Corporation, Salomon Smith Barney Inc.,
Chase Securities Inc., and Ashland Inc.

I am Senior Vice President, General Counsel and Secretary of Ashland Inc., a Kentucky corporation ("Ashland"), and as such I have acted as counsel for Ashland in connection with the execution and delivery of a Distribution Agreement dated January __, 1999 (the "Distribution Agreement") between you and Ashland, providing for the issue and sale by Ashland of up to \$220,000,000 aggregate principal amount of its Medium-Term Notes, Series H, Due Nine Months or More from Date of Issue (the "Notes"), to be issued pursuant to the Indenture dated as of August 15, 1989, as amended and restated as of August 15, 1990, (the "Indenture"), between Ashland and Citibank, N.A., as Trustee.

In that connection, I have examined originals, or copies certified or otherwise identified to my satisfaction, of such documents, corporate records and other instruments as I have deemed necessary or appropriate for the purpose of this opinion, including (a) the Second Restated Articles of Incorporation of Ashland, as amended; (b) the By-laws of Ashland, as amended; (c) the Registration Statement on Form S-3 (File No. 333-_____), (the "Registration Statement"), relating to \$600,000,000 aggregate principal amount of securities of Ashland registered under the Securities Act of 1933, as amended (the "Act"); (d)

the prospectus dated January __, 1999 included in the Registration Statement and the prospectus supplement dated January __, 1999 (such prospectus together with such prospectus supplement (including all material incorporated by reference therein) as supplemented or amended to the date hereof being hereinafter collectively called the "Final Prospectus"); (e) the Distribution Agreement; (f) the Indenture; (g) the form of the Notes; and (h) resolutions adopted by the Board of Directors of the Company on November 5, 1998.

Based upon the foregoing, I am of the opinion that:

(a) Ashland has been duly incorporated and is validly existing as a corporation in good standing under the laws of the Commonwealth of Kentucky with full corporate power and authority to own its properties and conduct its business as described in the Final Prospectus [, and is duly qualified to do business as a foreign corporation under the laws of each jurisdiction which requires such qualification wherein it owns or leases material properties or conducts material business except for any jurisdiction wherein failure to be so qualified would not have a material adverse effect on the business, financial condition or results of operations of Ashland and its subsidiaries, taken as a whole.]/(1)/

(b) Ashland's authorized equity capitalization is as set forth or incorporated by reference in the Final Prospectus.

(c) The Indenture has been duly authorized, executed and delivered by Ashland, and constitutes a legal, valid and binding instrument enforceable against Ashland in accordance with its terms (subject to applicable bankruptcy, reorganization, fraudulent transfers, insolvency, moratorium or other laws relating to and affecting creditors' rights generally from time to time in effect). The enforceability of Ashland's obligations is also subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(d) The Notes have been duly authorized and, when the terms of any Notes have been established in accordance with the Indenture and have been executed, authenticated, issued and delivered against payment therefor in accordance with the provisions of the Indenture, will constitute legal, valid and binding obligations of Ashland enforceable against Ashland in accordance with

/(1)/ Language in brackets to be included only in opinion dated the date of the Distribution Agreement.

their terms (subject to applicable bankruptcy, reorganization, fraudulent transfer, insolvency, moratorium or other laws relating to and affecting creditors' rights generally from time to time in effect) and will be entitled to the benefits of the Indenture. The enforceability of Ashland's obligations is also subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(e) To the best knowledge of the undersigned (i) there is no pending or threatened action, suit or proceeding before any court or governmental agency, authority or body or any arbitrator involving Ashland or any of its subsidiaries, the probable outcome of which would have a material adverse effect on the financial condition of Ashland and its subsidiaries taken as a whole and which is not adequately disclosed in the Final Prospectus; (ii) there is no franchise, contract or other document of a character required to be described in the Registration Statement, as amended, or the Final Prospectus or to be filed as an exhibit to the Registration Statement, as amended, which is not described or filed as required; and (iii) the statements included or incorporated in the Registration Statement, as amended, and the Final Prospectus describing any legal proceedings or contracts or agreements relating to Ashland fairly summarize such matters in accordance with the rules under the Act.

(f) The Registration Statement, as amended, has become effective under the Act; to the best knowledge of the undersigned, no stop order suspending the effectiveness of the Registration Statement, as amended, has been issued, no proceedings for that purpose have been instituted or threatened, and the undersigned has no reason to believe that any part of the Registration Statement, as amended, (other than the Form T-1 and the financial statements including the notes thereto and related schedules and other financial and statistical data included therein or incorporated therein by reference, as to which the undersigned expresses no opinion), when such part became effective or was incorporated by reference into such Registration Statement, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or that the Final Prospectus (other than the financial statements, including the notes thereto and related schedules and other financial and statistical data included therein or incorporated therein by reference, as to which the undersigned expresses no belief), includes any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(g) The Distribution Agreement has been duly authorized, executed and delivered by Ashland.

(h) To the best knowledge of the undersigned, no consent, approval, authorization or order of any court or governmental agency or body is required, insofar as the same may be applicable to Ashland, for the consummation of the transactions contemplated in the Distribution Agreement, except such as have been obtained under the Act and the Trust Indenture Act and such as may be required under the blue sky laws of any jurisdiction in connection with the sale of the Notes.

(i) Neither the issue and sale of the Notes, nor the consummation of any other of the transactions contemplated in the Distribution Agreement nor the fulfillment of the terms thereof will conflict with, result in a material breach of, or constitute a material default under the Second Restated Articles of Incorporation or By-laws of Ashland, each as amended, or the terms of any indenture or other agreement or instrument known to the undersigned and to which Ashland or any of its subsidiaries is a party or bound, or any order or regulation known to the undersigned to be applicable to Ashland or any of its subsidiaries of any court, regulatory body, administrative agency, governmental body or arbitrator having jurisdiction over Ashland or any of its subsidiaries.

(j) No holders of securities of Ashland have rights to the registration of such securities under the Registration Statement.

As to certain of the matters referred to in Paragraph (c), Paragraph (d), Paragraph (e), Paragraph (f) and Paragraph (h) in the foregoing opinion, I have relied upon the opinion or letter of Cravath, Swaine & Moore dated the date hereof, a copy of which opinion or letter is attached hereto and the undersigned believes that you and the undersigned are justified in relying on such opinion or letter.

I am not a member of the bar of any states other than the Commonwealth of Kentucky and the State of West Virginia and, accordingly, do not purport to be an expert on matters of law outside of such jurisdictions. I have, however, reviewed such of the laws of other jurisdictions as I have deemed necessary and relevant regarding the matters referred to above which are governed by such law and have no reason to believe that the opinions stated herein are not correct.

Very truly yours,

Thomas L. Feazell

Attachment

C-1-4

FORM OF OPINION OF
CRAVATH, SWAINE & MOORE

[DATE]

Ashland Inc.
Medium-Term Notes

Ladies and Gentlemen:

We have acted as counsel for Ashland Inc., a Kentucky corporation (the "Company"), in connection with the execution and delivery of a Distribution Agreement dated January __, 1999 (the "Distribution Agreement"), between you and the Company, providing for the issue and sale by the Company of up to \$220,000,000 aggregate principal amount of its Medium-Term Notes, Series H, Due Nine Months or More from Date of Issue (the "Notes"), to be issued pursuant to the Indenture dated as of August 15, 1989, as amended and restated as of August 15, 1990 (the "Indenture"), between the Company and Citibank, N.A., as Trustee.

In that connection, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary or appropriate for the purpose of this opinion, including (a) the Second Restated Articles of Incorporation of the Company, as amended; (b) the By-laws of the Company, as amended; (c) the Registration Statement on Form S-3 (No. 333-_____) (the "Registration Statement"), filed with the Securities and Exchange Commission (the "Commission"), relating to \$600,000,000 aggregate principal amount of securities of the Company registered under the Securities Act of 1933, as amended (the "Act"); (d) the Prospectus dated January __, 1999, as supplemented by the Prospectus Supplement dated January __, 1999 (such Prospectus, including all material incorporated by reference therein, and Prospectus Supplement being hereinafter collectively called the "Final Prospectus"); (e) the Distribution Agreement; (f) the Indenture; (g) the form of the Notes; and (h) certain resolutions adopted by the Board of Directors of the Company on January __, 1999.

Based on the foregoing, we are of opinion as follows:

(a) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the Commonwealth of Kentucky, with full corporate power and authority to own its properties and conduct its business as described in the Final Prospectus.

(b) The Company's authorized equity capitalization is as set forth or incorporated by reference in the Final Prospectus and the Notes conform to the description thereof contained in the Final Prospectus.

(c) The Indenture has been duly authorized, executed and delivered by the Company, has been duly qualified under the Trust Indenture Act of 1939, as amended, and constitutes a legal, valid and binding instrument enforceable against the Company in accordance with its terms (subject to applicable bankruptcy, reorganization, fraudulent transfer, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect). The enforceability of the Company's obligations is also subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(d) The Notes have been duly authorized and, when the terms of any Notes have been established in accordance with the Indenture and when such Notes have been executed, authenticated, issued and delivered against payment therefor in accordance with the provisions of the Indenture, will constitute legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms (subject to applicable bankruptcy, reorganization, fraudulent transfer, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect) and will be entitled to the benefits of the Indenture. The enforceability of the Company's obligations is also subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(e) The Distribution Agreement has been duly authorized, executed and delivered by the Company.

(f) Neither the issue and sale of the Notes nor the consummation of any other of the transactions contemplated in the Distribution Agreement nor the fulfillment of the terms thereof will conflict with, result in a material breach of, or constitute a material default under, the Second Restated Articles of Incorporation or By-laws of the Company. (g) To the best of our knowledge, no consent, approval, authorization or order of any court or governmental agency or body is required, insofar as the same may be applicable to the Company, for the consummation of the transactions contemplated in the Distribution Agreement except such as have been obtained under the Act and the Trust Indenture Act and such as may be required under the blue sky laws of any jurisdiction in connection with the sale of the Notes.

We are admitted to the Bar of the State of New York and express no opinion as to the laws of any jurisdiction other than the State of New York and United States of America. To the extent that our opinions herein are based upon

matters governed by the law of the Commonwealth of Kentucky, we have relied, with your approval, on the opinion dated today of Thomas L. Feazell, Esq., Senior Vice President, General Counsel and Secretary of the Company.

Thomas L. Feazell, Esq. and Citibank, N.A., as Trustee, are each entitled to rely on this letter as fully as if this letter had been addressed to them directly.

Very truly yours,

Credit Suisse First Boston Corporation
Eleven Madison Avenue
New York, N.Y. 10010-3629

Salomon Smith Barney Inc.
Seven World Trade Center
New York, NY 10048

Chase Securities Inc.
270 Park Avenue
7th Floor
New York, NY 10017

C-2-A-3

Ashland Inc.
Medium-Term Notes

Ladies and Gentlemen:

We have acted as counsel for Ashland Inc., a Kentucky corporation (the "Company"), in connection with the execution and delivery of a Distribution Agreement dated January __, 1999, between you and the Company, providing for the issue and sale by the Company of up to \$220,000,000 aggregate principal amount of its Medium-Term Notes, Series H, Due Nine Months or More from Date of Issue, to be issued pursuant to the Indenture dated as of August 15, 1989, as amended and restated as of August 15, 1990, between the Company and Citibank, N.A, as Trustee.

In that capacity, we participated in conferences with certain officers of, and with the accountants for, the Company concerning the preparation of (a) the Registration Statement on Form S-3 (Registration No. 333-_____) (the "Registration Statement"), filed with the Securities and Exchange Commission (the "Commission"), for registration of \$600,000,000 aggregate principal amount of securities of the Company under the Securities Act of 1933 (the "Securities Act"); and (b) the Prospectus dated January __, 1999, as supplemented by the Prospectus Supplement dated January __, 1999 (such Prospectus, including all material incorporated by reference therein, and Prospectus Supplement being hereinafter collectively called the "Final Prospectus"). Certain of the documents incorporated by reference in the Registration Statement and Final Prospectus were prepared and filed by the Company without our participation.

Although we have made certain inquiries and investigations in connection with the preparation of the Registration Statement and the Final Prospectus, the limitations inherent in the role of outside counsel are such that we cannot and do not assume responsibility for the accuracy or completeness of the statements made in the Registration Statement and Final Prospectus, except insofar as such statements relate to us. Subject to the foregoing, we hereby advise you that our work in connection with this matter did not disclose any information that gave us reason to believe that: (i) the Registration Statement, the Final Prospectus and each amendment or supplement thereto (except the financial statements and other accounting or financial data included therein, as to which we do not express any view) were not, as of their respective effective or issue dates, appropriately

C-2-B-1

responsive in all material respects to the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder, or (ii) the Registration Statement, at the time the Registration Statement became effective contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or that the Final Prospectus or any amendment or supplement thereto, at the date hereof, include or included an untrue statement of a material fact or omit or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (in each case except for the financial statements and other accounting or financial data included therein, as to which we do not express any view).

We are furnishing this letter to you, as Agents, solely for your benefit. This letter is not to be used, circulated, quoted or otherwise referred to for any other purposes.

Thomas L. Feazell, Esq. and Citibank, N.A., as Trustee, are each entitled to rely on this letter as fully as if this letter had been addressed to them directly.

Very truly yours,

Credit Suisse First Boston Corporation
Eleven Madison Avenue
New York, N.Y. 10010-3629

Salomon Smith Barney Inc.
Seven World Trade Center
New York, NY 10048

Chase Securities Inc.
270 Park Avenue
7th Floor
New York, NY 10017

C-2-B-2

Accountants' Comfort Letter

Upon execution of the Distribution Agreement and, to the extent provided in Section 7 of the Distribution Agreement, at each Closing Date, (1) Ernst & Young LLP shall furnish to the Agents or Purchaser, as the case may be, a letter or letters (which may refer to letters previously delivered to the Agents or Purchaser, as the case may be), dated as of the date of the Distribution Agreement or such Closing Date, as the case may be, in form and substance satisfactory to the Agents or the Purchaser, as the case may be, confirming that they are independent accountants within the meaning of the Securities Act and the applicable published rules and regulations thereunder and stating in effect that:

(i) in their opinion the consolidated financial statements audited by them and incorporated by reference in the Registration Statements and the Prospectus comply as to form in all material respects with the applicable accounting requirements of the Securities Act and the Exchange Act and the related published rules and regulations;

(ii) on the basis of a reading of the latest available interim consolidated financial statements of the Company, carrying out certain specified procedures (but not an audit in accordance with generally accepted auditing standards) which would not necessarily reveal matters of significance with respect to the comments set forth in such letter, inquiries of officials of the Company responsible for financial and accounting matters and other specified procedures, nothing came to their attention that caused them to believe that:

(A) the unaudited consolidated financial statements, if any, included or incorporated in the Registration Statements and the Prospectus do not comply as to form in all material respects with the applicable accounting requirements and with the published rules and regulations of the Commission with respect to financial statements included or incorporated in quarterly reports on Form 10-Q under the Exchange Act, or are not in conformity with generally accepted accounting principles applied on a basis consistent with that of the audited financial statements included or incorporated in the Registration Statement and the Prospectus, except for the accounting changes discussed in the notes thereto;

(B) with respect to the period subsequent to the date of the most recent financial statements included or incorporated in the Registration Statements or Prospectus, (i) at the date of the latest available consolidated balance sheet read by such accountants or (ii) at a subsequent specified date not more than five days prior to the date of the letter, there was any decrease in the working

capital (but only with respect to the date referred to in the foregoing clause (i)), any change in capital stock of the Company (except pursuant to existing stock option, bonus or other similar plans or conversion of debentures or preferred stock) or increase in long-term debt and debt due within one year, or decrease in the common stockholders' equity of the Company and its consolidated subsidiaries (except such changes, increases or decreases which the Prospectus (directly or by incorporation) discloses have occurred or may occur) as compared with the amounts shown on the most recent consolidated balance sheet included or incorporated in the Registration Statements and the Prospectus;

(C) for the period from the closing date of the most recent consolidated balance sheet included or incorporated in the Registration Statements and the Prospectus to the closing date of the latest available consolidated income statement read by such accountants there were any decreases, as compared with the corresponding period in the previous year, in consolidated sales and operating revenues or consolidated net income except for changes or decreases which the Prospectus (directly or by incorporation) discloses have occurred or may occur, or which are described in such letter; or

(D) unaudited pro forma consolidated condensed financial statements, if any, included or incorporated by reference in the Prospectus do not comply as to form in all material respects with the applicable accounting requirements of the Securities Act and the published rules and regulations thereunder or the pro forma adjustments have not been properly applied to the historical amounts in the compilation of those statements;

(iii) they have performed certain other specified procedures as a result of which they determined that certain information of an accounting, financial or statistical nature (which is limited to accounting, financial or statistical information derived from the general accounting records of the Company and its subsidiaries) set forth in the Registration Statements and the Prospectus and in Exhibit 12 to the Registration Statements, including the information included or incorporated in Items 1, 6 and 7 of the Company's Annual Report on Form 10-K, incorporated in the Registration Statements and the Prospectus, and the information included in the "Management's Discussion and Analysis" included or incorporated in the Company's quarterly reports on Form 10-Q, incorporated in the Registration Statements and the Prospectus, agrees with the accounting records of the Company and its subsidiaries excluding any questions of legal interpretation; and

(iv) they have made a review of any unaudited financial statements included in the Registration Statement in accordance with standards established by the American Institute of Certified Public Accountants, as indicated in their report or reports, if any, attached to such letter.

SCHEDULE I

Agent's Commissions

Maturity of Note -----	Commission (Percent of Principal Amount of Note)
Maturity -----	
9 months to less than 12 months	.125%
12 months to less than 18 months	.150
18 months to less than 24 months	.200
24 months to less than 30 months	.250
30 months to less than 3 years	.300
3 years to less than 4 years	.350
4 years to less than 5 years	.450
5 years to less than 7 years	.500
7 years to less than 10 years	.550
10 years to less than 20 years	.600
20 years or more	.750

January 15, 1999

Ashland Inc.
50 E. RiverCenter Boulevard
Covington, KY 41012

Dear Sirs:

As Senior Vice President, General Counsel and Secretary of Ashland Inc., a Kentucky corporation (the "Company"), I have examined and am familiar with the Second Restated Articles of Incorporation of the Company, as amended, and the By-laws of the Company, as amended. I am also familiar with the corporate proceedings taken by the Board of Directors to authorize the Registration Statement on Form S-3 (the "Registration Statement") being filed by the Company on the date hereof with the Securities and Exchange Commission under the Securities Act of 1933 (the "Securities Act") with respect to \$600,000,000 aggregate initial offering price of unsecured debt securities, which may be either senior or subordinated debt securities (the "Debt Securities"), shares of cumulative preferred stock, without par value (the "Preferred Stock"), depository shares (the "Depository Shares"), shares of common stock, par value \$1.00 per share (the "Common Stock") and warrants to purchase Debt Securities, Preferred Stock or Common Stock (the "Warrants"), for issuance from time to time pursuant to Rule 415 under the Securities Act.

In connection with the foregoing, I have examined originals, or copies certified or otherwise identified to my satisfaction, of such documents, corporate records and other instruments as I have deemed necessary or appropriate for the purpose of this opinion.

Based upon the foregoing, I am of the opinion that:

1. When the Debt Securities have been duly authorized by appropriate corporate authorization and executed, authenticated and delivered against payment therefor, such Debt Securities will be validly issued and will constitute binding obligations of the Company in accordance with their terms, subject to applicable bankruptcy, reorganization, moratorium or similar laws affecting creditors' rights generally from time to time in effect.

2. When the Preferred Stock, the Common Stock and the Depositary Shares have been duly authorized by appropriate corporate authorization and when issued, such Preferred Stock, Common Stock, and Depositary Shares will be validly issued, fully paid and nonassessable.

3. When the Warrants have been duly authorized by appropriate corporate authorization and executed, countersigned and delivered against payment therefor, such Warrants will be validly issued and will constitute binding obligations of the Company in accordance with their terms, subject to applicable bankruptcy, reorganization, moratorium or similar laws affecting creditors' rights generally from time to time in effect.

I know that I am referred to under the heading "Legal Matters" in the Registration Statement, and I consent to such use of my name in the Registration Statement and to the use of this opinion for filing as an exhibit to the Registration Statement.

Very truly yours,

Thomas L. Fezell

ASHLAND INC.
 COMPUTATION OF RATIOS OF EARNINGS TO FIXED CHARGES
 AND EARNINGS TO COMBINED FIXED CHARGES AND
 PREFERRED STOCK DIVIDENDS
 (In millions)

	Years Ended September 30				
	1994	1995	1996	1997	1998
EARNINGS					
Income from continuing operations.....	\$ 163	\$ 14	\$ 136	\$ 192	\$ 203
Income taxes.....	82	(1)	72	127	114
Interest expense.....	119	153	154	148	133
Interest portion of rental expense.....	34	35	44	48	40
Amortization of deferred debt expense.....	1	1	1	1	1
Undistributed earnings of unconsolidated affiliates Amounts related to significant affiliates*	(14)	(8)	(21)	(19)	(77)
Earnings.....	27	49	57	47	59
Dividends.....	-	(9)	(5)	(12)	(10)
	-----	-----	-----	-----	-----
	\$ 412	\$ 234	\$ 438	\$ 532	\$ 463
	=====	=====	=====	=====	=====
FIXED CHARGES					
Interest expense.....	\$ 119	\$ 153	\$ 154	\$ 148	\$ 133
Interest portion of rental expense.....	34	35	44	48	40
Amortization of deferred debt expense.....	1	1	1	1	1
Capitalized interest.....	-	-	-	1	-
Fixed charges of significant affiliates*.....	18	32	29	25	29
	-----	-----	-----	-----	-----
	\$ 172	\$ 221	\$ 228	\$ 223	\$ 203
	=====	=====	=====	=====	=====
COMBINED FIXED CHARGES AND PREFERRED STOCK DIVIDENDS					
Preferred dividend requirements.....	\$ 19	\$ 19	\$ 19	\$ 9	\$ -
Ratio of pretax to net income**.....	1.51	.90	1.53	1.66	-
	-----	-----	-----	-----	-----
Preferred dividends on a pretax basis.....	28	17	29	16	-
Fixed charges.....	172	221	228	223	203
	-----	-----	-----	-----	-----
	\$ 200	\$ 238	\$ 257	\$ 239	\$ 203
	=====	=====	=====	=====	=====
RATIO OF EARNINGS TO FIXED CHARGES.....	2.40	1.06	1.92	2.39	2.28
RATIO OF EARNINGS TO COMBINED FIXED CHARGES AND PREFERRED STOCK DIVIDENDS.....	2.06	***	1.70	2.23	2.28

* Significant affiliates are companies accounted for on the equity method that are 50% or greater owned or whose indebtedness has been directly guaranteed by Ashland or its consolidated subsidiaries.

** Computed as income from continuing operations before income taxes divided by income from continuing operations, which adjusts dividends on preferred stock to a pretax basis.

*** Combined fixed charges and preferred stock dividends exceeded earnings (as defined) by \$4 million.

Consent of Independent Auditors

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-3) and related Prospectus dated January 15, 1999 of Ashland Inc. and to the incorporation by reference therein of our report dated November 4, 1998, with respect to the consolidated financial statements and schedule of Ashland Inc. and subsidiaries, included in its Annual Report on Form 10-K for the year ended September 30, 1998, filed with the Securities and Exchange Commission.

Louisville, Kentucky
January 13, 1999

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned Directors and Officers of ASHLAND INC., a Kentucky corporation, which is about to file a Registration Statement on Form S-3 for the registration of up to \$600,000,000 of common stock, preferred stock, depositary shares, debt securities, warrants to purchase equity securities or warrants to purchase debt securities or any combination thereof with the Securities and Exchange Commission under the provisions of the Securities Exchange Act of 1933, as amended, hereby constitutes and appoints PAUL W. CHELLGREN, THOMAS L. FEAZELL and DAVID L. HAUSRATH, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power to act without the others, to sign such Registration Statement and any and all amendments thereof, to affix the corporate seal of Ashland thereto and to attest said seal, and to file such Registration Statement and each such amendment and the exhibits thereto and any and all other documents in connection therewith with the Securities and Exchange Commission, and to do and perform any and all acts and things requisite and necessary to be done in connection with the foregoing as fully as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Dated: November 5, 1998

/s/ Paul W. Chellgren

/s/ Ralph E. Gomory

Paul W. Chellgren, Chairman of the
Board and Chief Executive Officer

Ralph E. Gomory, Director

/s/ J. Marvin Quin

/s/ Bernadine P. Healy

J. Marvin Quin, Senior Vice President
and Chief Financial Officer

Bernadine P. Healy, Director

/s/ Kenneth L. Aulen

/s/ Mannie L. Jackson

Kenneth L. Aulen, Administrative
Vice President, Contoller and
Principal Accounting Officer

Mannie L. Jackson, Director

/s/ Samuel C. Butler

/s/ Patrick F. Noonan

Samuel C. Butler, Director

Patrick F. Noonan, Director

/s/ Frank C. Carlucci

/s/ Jane C. Pfeiffer

Frank C. Carlucci, Director

Jane C. Pfeiffer, Director

/s/ Ernest H. Drew

/s/ Michael D. Rose

Ernest H. Drew, Director

Michael D. Rose, Director

/s/ James B. Farley

/s/ William L. Rouse, Jr.

James B. Farley, Director

William L. Rouse, Jr., Director

CERTIFICATION

The undersigned certifies that he is Secretary of ASHLAND INC. ("ASHLAND"), a Kentucky corporation, and that, as such, he is authorized to execute this Certificate on behalf of ASHLAND and further certifies that attached is a true and correct copy of an excerpt from the minutes of a meeting of the Board of Directors of ASHLAND duly called, convened and held on November 5, 1998, at which a quorum was present and acting throughout.

IN WITNESS WHEREOF, I have signed and sealed this Certification this 15th day of January, 1999.

/s/ Thomas L. Feazell

Thomas L. Feazell, Secretary

(S E A L)

UNIVERSAL SHELF OFFERING

WHEREAS, on November 3, 1994, the Board of Directors authorized the Corporation to issue from time to time, securities (the "1994 Securities"), not exceeding \$600,000,000 in the aggregate principal amount or in the aggregate gross sales proceeds to the Corporation, the 1994 Securities may take the form of common stock, preferred stock, debt securities, depositary shares, warrants to purchase equity securities or warrants to purchase debt securities or any combination of the foregoing;

WHEREAS, pursuant to the November 3, 1994 Board resolutions, the Corporation filed with the Securities and Exchange Commission (the "Commission") a Form S-3 Registration Statement No. 33-57011 under the Securities Act of 1933, as amended, (the "1933 Act") registering the 1994 Securities (the "1994 Registration Statement");

WHEREAS, pursuant to the November 3, 1994 Board Resolutions, the Corporation has filed with the Commission: (a) on April 12, 1995, Post-Effective Amendment No. 1 to Form S-3 Registration Statement No. 33-57011, relating to: (i) \$200,000,000 Series G Medium Term Notes, due from 9 months or More from Date of Issue (of which \$20,000,000 aggregate principal amount remained to be issued under the 1994 Registration Statement), and (ii) \$100,000,000 in the Corporation's Common Stock, par value \$1.00 per share (of which approximately \$48,689,000 remained to be issued prior to termination of the offering), and (b) on December 18, 1996, Post-Effective Amendment No. 2 to Form S-3 Registration Statement No. 33-57011, relating to: (i) \$220,000,000 Series H Medium Term Notes, Due from 9 Months or More from Date of Issue (which included the \$20,000,000 unissued under the Series G Medium-Term Notes and of which \$220,000,000 aggregate principal amount remain to be issued under the 1994 Registration Statement (the "Series H MTNs"), and (ii) the termination of the offering of the Corporation's Common Stock;

WHEREAS, the Corporation desires to expand the issuance of the 1994 Securities by authorizing an additional amount up to \$250,000,000 in aggregate principal amount or in aggregate gross proceeds to the Corporation which may take the form of common stock, preferred stock, debt securities, depositary shares, warrants to purchase equity securities or warrants to purchase debt securities or any combination of the foregoing (the "1998 Securities");

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes the issuance by the Corporation of the 1998 Securities; provided that: (i) the total issuance of the 1994 Securities and the 1998 Securities shall not exceed \$850,000,000 in aggregate principal amount or in aggregate gross proceeds to the Corporation, (ii) equity securities issued shall comply with the applicable limitation contained in Rule 415(a)(4)(ii) promulgated under the 1933 Act, and (iii) equity securities or warrants to purchase equity securities of the Corporation shall be issued only with the prior approval of the Board of Directors;

RESOLVED, that the Chairman of the Board, the President, the Executive Vice President, any Senior Vice President, Administrative Vice President or Vice President, the Treasurer and any Assistant Treasurer (the "Authorized Officers") be, and each of them is, hereby authorized, acting singly, to prepare, execute and file for and on behalf of the Corporation with the Commission, a Registration Statement covering the previously registered but unissued Series H MTNs, the remaining undesignated portion of the 1994 Securities and the 1998 Securities (the "Securities") (the "Registration Statement"); in connection therewith, to execute and file any and all amendments to the Registration Statement all in such forms as the Authorized Officers executing the same may deem necessary or appropriate, their execution thereof to be the conclusive evidence of such approval;

RESOLVED, that any Authorized Officer be, and each of them is, hereby authorized, acting singly, to approve the form or any Prospectus or Prospectus Supplements relating to the Securities registered under the Registration Statement as may be necessary or appropriate, and to cause any such other governmental agencies as may, in the opinion of the Corporation's counsel, be required or appropriate;

RESOLVED, that the Authorized Officers be, and each of them is, hereby authorized, acting singly, to prepare, execute and file with the Commission an application on Form 8-A for the registration under the Securities Exchange Act of 1934, as amended, of the Securities; in connection therewith, to execute and file any and all amendments to such application all in such forms as the Authorized Officers executing the same may deem necessary or appropriate, their execution thereof to be the conclusive evidence of such approval;

RESOLVED, the Authorized Officers be, and each of them is, hereby authorized, acting singly, to approve the following matters relating to debt securities or warrants to purchase debt securities issuable under the Registration Statement (the "Debt Securities"): (a) the amount, timing and the general terms of an offering or offerings of the Debt Securities; (b) all specific terms, conditions and provisions with respect to such Debt Securities, including without limitation, title, interest rate, maturity, redemption features, sinking fund provisions, if any; and (c) all other actions necessary or appropriate in order to implement such offering or offerings; provided, however, that without derogating from the binding effect of the above, it is understood that the oral concurrence by the majority of the members of the Finance Committee of the Board of Directors with respect to (a) above shall be obtained prior to the issuance of any Debt Securities other than medium term notes;

RESOLVED, that the Authorized Officers be, and each of them is, hereby authorized acting singly, to negotiate, execute, acknowledge, deliver and perform in the name and on behalf of the Corporation, in such number of counterparts as any of the Authorized Officers shall deem proper, one or more Underwriting Agreements or Distribution Agreements between the Corporation and one or more underwriters or agents in connection with the issuance of the Securities to be sold under the Registration Statement of the Corporation, having such form and containing such terms and conditions not inconsistent with these resolutions of the Board;

RESOLVED, that the Corporation may issue and sell the Securities registered under the Registration Statement under and pursuant to one or more indentures, including but not limited to the Indenture dated as of August 15, 1989 as amended and restated as of August 15, 1990 entered into between the Corporation and Citibank, N.A., or such other indentures that the Corporation may enter into with a bank or trust company from time to time;

RESOLVED, that the Authorized Officers be, and each of them is, hereby authorized, acting singly, to make applicable to the New York Stock Exchange and Chicago Stock Exchange for the listing thereon of the Securities sold under the Registration Statement and in connection therewith to execute, in the name and on behalf of the Corporation, and deliver and file, all such applications, agreements and other papers as shall be necessary to accomplish such listings (and, in particular, to execute and deliver an indemnification agreement with said Exchanges, as a condition to its approval of such listing if facsimile signatures of the duly Authorized Officers of the Corporation are employed for the signature of said Securities on its behalf) and to authorize representatives of the Corporation to appear before the committees or bodies of said Exchanges as such appearances may be required, with authority to make changes in said listing applications and in the arrangements made in connection therewith which they shall deem necessary or desirable in order to comply with the requirements of such listings;

RESOLVED, that it is desirable and in the best interest of the Corporation that its securities be qualified or registered for sale in various states; that any Authorized Officer be, and each of them is, hereby authorized, acting singly, to determine the states in which appropriate action shall be taken to qualify or register for issue, offer, sale or trade all or such part of the Securities of this Corporation as any Authorized Officer may deem advisable; that the Authorized Officers be, and each of them is, hereby authorized, acting singly, to perform on behalf of the Corporation any and all acts as they may deem necessary or advisable in order to comply with the applicable laws of any such states, and in connection therewith to execute and file all requisite papers and documents, including, but not limited to, applications, reports, surety bonds, irrevocable consents and appointments of attorneys for service of process; and that the execution by any Authorized Officer of any such paper or document or the doing of any act in connection with the foregoing matters shall conclusively establish their authority therefor from this Corporation and the approval and ratification by this Corporation of the papers and documents so executed and the action so taken;

RESOLVED, that the Authorized Officers be, and each of them is, hereby authorized, acting singly, to file, approve, execute, verify, acknowledge, deliver in the name and on behalf of the Corporation, under its corporate seal or otherwise, and perform under any and all notices, certificates, agreements, instruments and documents and to take all such further action, including, but not limited to, delegation of the authority granted by this and the foregoing resolutions, and to pay all such expenses and taxes as in their judgment shall be necessary, proper or advisable to carry out the intent and accomplish the purposes of each of the foregoing resolutions

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)

CITIBANK, N.A.

(Exact name of trustee as specified in its charter)

13-5266470
(I.R.S. employer
identification no.)

399 Park Avenue, New York, New York
(Address of principal executive office)

10043
(Zip Code)

Ashland Inc.

(Exact name of obligor as specified in its charter)

Kentucky
(State or other jurisdiction of
incorporation or organization)

61-0122250
(I.R.S. employer
identification no.)

50 E. RiverCenter Boulevard
Covington, Kentucky
(Address of principal executive
offices)

41002
(Zip Code)

Debt Securities

(Title of the indenture securities)

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.

Name	Address
-----	-----
Comptroller of the Currency	Washington, D.C.
Federal Reserve Bank of New York 33 Liberty Street New York, NY	New York, NY
Federal Deposit Insurance Corporation	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.

Item 16. List of Exhibits.

List below all exhibits filed as a part of this Statement of Eligibility.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as exhibits hereto.

Exhibit 1 - Copy of Articles of Association of the Trustee, as now in effect. (Exhibit 1 to T-1 to Registration Statement No. 2-79983)

Exhibit 2 - Copy of certificate of authority of the Trustee to commence business. (Exhibit 2 to T-1 to Registration Statement No. 2-29577).

Exhibit 3 - Copy of authorization of the Trustee to exercise corporate trust powers. (Exhibit 3 to T-1 to Registration Statement No. 2-55519)

Exhibit 4 - Copy of existing By-Laws of the Trustee. (Exhibit 4 to T-1 to Registration Statement No. 33-34988)

Exhibit 5 - Not applicable.

Exhibit 6 - The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939. (Exhibit 6 to T-1 to Registration Statement No. 33-19227.)

Exhibit 7 - Copy of the latest Report of Condition of Citibank, N.A. (as of September 30, 1998 - attached)

Exhibit 8 - Not applicable.

Exhibit 9 - Not applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, the Trustee, Citibank, N.A., a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York and State of New York, on the 12th day of January, 1999.

CITIBANK, N.A.

By /s/ Nancy Forte

Nancy Forte
Trust Officer

Charter No. 1461
 Comptroller of the Currency
 Northeastern District
 REPORT OF CONDITION
 CONSOLIDATING
 DOMESTIC AND FOREIGN
 SUBSIDIARIES OF

Citibank, N.A.

of New York in the State of New York, at the close of business on September 30, 1998, published in response to call made by Comptroller of the Currency, under Title 12, United States Code, Section 161. Charter Number 1461 Comptroller of the Currency Northeastern District.

ASSETS

	Thousands of dollars
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin.....	\$ 8,336,000
Interest-bearing balances.....	14,937,000
Held-to-maturity securities.....	0
Available-for-sale securities.....	33,505,000
Federal funds sold and securities purchased under agreements to resell.....	11,948,000
Loans and lease financing receivables:	
Loans and Leases, net of unearned income.....	\$174,282,000
LESS: Allowance for loan and lease losses.....	4,631,000
Loans and leases, net of un-earned income, allowance, and reserve.....	169,651,000
Trading assets.....	36,759,000
Premises and fixed assets (including capitalized leases).....	3,757,000
Other real estate owned.....	510,000
Investments in unconsolidated subsidiaries and associated companies.....	1,252,000
Customers' liability to this bank on acceptances outstanding....	1,611,000
Intangible assets.....	2,965,000
Other assets.....	10,891,000

TOTAL ASSETS.....	\$296,122,000 =====

LIABILITIES

Deposits:	
In domestic offices.....	\$ 38,517,000
Noninterest-bearing.....	12,875,000
Interest-bearing.....	25,642,000
In foreign offices, Edge and Agreement subsidiaries, and	
IBFs.....	162,357,000
Noninterest-bearing.....	10,724,000
Interest-bearing.....	151,633,000
Federal funds purchased and securities sold under	
agreements to repurchase.....	8,114,000
Trading liabilities.....	31,664,000
Other borrowed money (includes mortgage indebtedness and	
obligations under capitalized leases):	
With a remaining maturity of one year or less.....	10,429,000
With a remaining maturity of more than one year	
through three years.....	1,405,000
With a remaining maturity of more than three years.....	2,160,000
Bank's liability on acceptances executed and outstanding.....	1,684,000
Subordinated notes and debentures.....	6,000,000
Other liabilities.....	15,590,000

TOTAL LIABILITIES	\$277,920,000
	=====

EQUITY CAPITAL

Perpetual preferred stock and related surplus.....	0
Common stock.....	\$ 751,000
Surplus.....	7,771,000
Undivided profits and capital reserves.....	10,629,000
Net unrealized holding gains (losses) on	
available-for-sale securities.....	(245,000)
Cumulative foreign currency translation adjustments.....	(704,000)

TOTAL EQUITY CAPITAL.....	\$ 18,202,000

TOTAL LIABILITIES, LIMITED-LIFE PREFERRED STOCK, AND	
EQUITY CAPITAL.....	\$ 296,122,000
	=====

I, Roger W. Trupin, Controller of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

ROGER W. TRUPIN
CONTROLLER

We, the undersigned directors, attest to the correctness of this Report of Condition. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

PAUL J. COLLINS)	
JOHN S. REED)	Directors
WILLIAM R. RHODES)	