

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

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

LOEWS CORPORATION
(Exact name of registrant as specified in its charter)

DELAWARE 13-2646102
(State or other jurisdiction of (I.R.S. Employer
incorporation or organization) Identification No.)

667 MADISON AVENUE
NEW YORK, NEW YORK 10021-8087
(212) 545-2000
(Address, including zip code and telephone number, including
area code, of registrant's principal executive offices)

GENERAL COUNSEL
LOEWS CORPORATION
667 MADISON AVENUE
NEW YORK, NEW YORK 10021-8087
(212) 545-2000
(Name, address, including zip code, and telephone number
including area code, of agent for service)

Copies to:

SETH A. KAPLAN, ESQ. JAMES B. CARLSON, ESQ.
WACHTTELL, LIPTON, ROSEN & KATZ MAYER, BROWN & PLATT
51 WEST 52ND STREET 1675 BROADWAY
NEW YORK, NEW YORK 10019 NEW YORK, NEW YORK 10019
(212) 403-1000 (212) 506-2500

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

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

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

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

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

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. []

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered(1)	Amount to Be Registered	Proposed Maximum Offering Price Per Unit	Proposed Maximum Aggregate Offering Price(2)	Amount of Registration Fee
Common Stock, par value \$1.00 per share				
Debt Securities				
Preferred Stock, par value \$.10 per share	(3)	(3)	\$1,000,000,000 (3)	\$303,030.30

- (1) Securities registered hereunder (the "Securities") may be sold separately, together or as units with other Securities registered hereunder. The Securities registered hereunder include such indeterminate number of shares of Common Stock or Preferred Stock which may be issued upon conversion of convertible debt securities or convertible Preferred Stock.
- (2) Estimated in accordance with Rule 457(o) under the Securities Act of 1933, as amended ("Rule 457(o)") solely for the purpose of determining the registration fee.
- (3) Pursuant to Rule 457(o) which permits the registration fee to be calculated on the basis of the maximum offering price of all the securities registered, the table does not specify by each class information as to the amount to be registered, proposed maximum offering price per unit or the

proposed maximum aggregate offering price.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933 OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.

Information contained herein is subject to completion or amendment. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This prospectus shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any State in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such State.

SUBJECT TO COMPLETION, DATED FEBRUARY 20, 1997

PROSPECTUS

LOEWS CORPORATION
\$1,000,000,000
Debt Securities
Preferred Stock
Common Stock

Loews Corporation (the "Company") may offer from time to time its securities consisting of debentures, notes and/or other evidences of senior unsecured debt securities (the "Senior Debt Securities"), subordinated unsecured debt securities (the "Subordinated Debt Securities," and together with the Senior Debt Securities, the "Debt Securities"), shares of preferred stock, \$.10 par value per share (the "Preferred Stock"), or shares of Common Stock, \$1.00 par value per share (the "Common Stock"). The Debt Securities and shares of Preferred Stock and Common Stock (collectively, the "Securities") offered hereby may be offered, separately or together, in series and in amounts and on terms determined at the time of sale and to be set forth in a supplement to this Prospectus (each, a "Prospectus Supplement"). The Debt Securities may be offered in one or more series with the same or various maturities, at par or with an original issue discount and may be denominated either in U.S. dollars or foreign currencies, including the European Currency Unit ("ECU"). The Securities will be sold directly, through agents designated from time to time or through one or more underwriters or dealers, or a group of underwriters. See "Plan of Distribution" for possible indemnification arrangements with underwriters, dealers and agents.

The terms of the Securities, such as (i) in the case of the Debt Securities, the specific designation, currency in which the Debt Securities are denominated, aggregate principal amount, denominations, maturity, rate (which may be fixed or variable) and time of payment of interest, if any, terms for redemption at the option of the Company or the holder, terms for sinking or purchase fund payments and conversion or exchange privileges, (ii) in the case of the Preferred Stock, the specific title, number of shares or fractional interests therein, any dividend, liquidation, redemption, exchange, voting, conversion and other rights, preferences and privileges, (iii) in the case of the Common Stock, the number of shares offered, and (iv) in the case of any Security, the public offering price, the names of any underwriters or agents, the amounts to be purchased by underwriters and the compensation of such underwriters or agents and the other terms in connection with the offering and sale of the Securities in respect of which this Prospectus is being delivered, will be, in each case, as set forth in the accompanying Prospectus Supplement. The Prospectus Supplement will also contain information, where applicable, about certain United States federal income tax considerations relating to the Securities covered by the Prospectus Supplement. All or a portion of the Securities may be issued in permanent or temporary global form. No Securities may be sold without delivery of the applicable Prospectus Supplement describing the method and terms of the offering of the Securities.

All Debt Securities will be effectively subordinated to all existing and future obligations of the Company's subsidiaries. The Company's subsidiaries had approximately \$2,887 million aggregate principal amount of total indebtedness outstanding as of September 30, 1996. In addition, as of September 30, 1996, approximately \$1,171 million aggregate principal amount of existing indebtedness of the Company would have ranked pari passu with the Senior Debt Securities and senior to the Subordinated Debt Securities.

If Securities are traded after their initial issuance, they may trade at a discount from their initial offering price, depending upon prevailing interest rates, the market for similar securities and other factors. While it is possible that an underwriter could inform the Company that it intended to make a market in Securities, such underwriter would not be obligated to do so, and any such market making could be discontinued at any time without notice. Therefore, no assurance can be given as to whether an active trading market will develop for the Securities. The Company has no current plans for listing of the Debt Securities or the Preferred Stock on any securities exchange or on the National Association of Securities Dealers, Inc. automated quotation system; any such listing with respect to any particular Debt Securities or Preferred Stock will be described in the applicable Prospectus Supplement.

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

The date of this Prospectus is _____, 1997

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS OR IN THE PROSPECTUS SUPPLEMENT IN CONNECTION WITH THE OFFER CONTAINED IN THIS PROSPECTUS OR IN THE PROSPECTUS SUPPLEMENT, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY OR BY ANY UNDERWRITER, DEALER OR AGENT. THIS PROSPECTUS AND THE PROSPECTUS SUPPLEMENT SHALL NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY OF THE SECURITIES OFFERED HEREBY IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION. THE DELIVERY OF THIS PROSPECTUS AND THE PROSPECTUS SUPPLEMENT AT ANY TIME DOES NOT IMPLY THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF.

IN CONNECTION WITH THIS OFFERING, UNDERWRITERS, IF ANY, MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICES OF THE OFFERED SECURITIES AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH TRANSACTIONS MAY BE EFFECTED ON THE NEW YORK STOCK EXCHANGE, IN THE OVER-THE-COUNTER MARKET OR OTHERWISE. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

AVAILABLE INFORMATION

The Company is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder, and in accordance therewith files reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Reports, proxy statements and other information filed by the Company with the Commission pursuant to the informational requirements of the Exchange Act can be inspected and copied at the public reference facilities maintained by the Commission at Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549, and at the following Regional Offices of the Commission: New York Regional Office, Seven World Trade Center, 13th Floor, New York, New York 10048, and Chicago Regional Office, Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. Copies of such material can also be obtained at prescribed rates from the Commission, Public Reference Section, 450 Fifth Street, N.W., Washington, D.C. 20549 or from the Commission's worldwide web site at <http://www.sec.gov>. Such reports, proxy statements and other information can also be inspected at the offices of the New York Stock Exchange, on which one or more of the Company's securities are listed.

The Company has filed with the Commission a Registration Statement on Form S-3 (together with all amendments and exhibits, the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"), relating to the Securities. This Prospectus does not contain all of the information set forth in the Registration Statement as permitted by the rules and regulations of the Commission. For information with respect to the Company and the Securities, reference is hereby made to such Registration Statement. The Registration Statement may be inspected without charge by anyone at the office of the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549, and copies of all or any part thereof may be obtained from the Commission upon payment of the prescribed fees, or at the Commission's worldwide web site. Statements contained in this Prospectus as to the contents of any contract or other document referred to are not necessarily complete, and in each instance reference is made to the copy of such document filed as an exhibit to the Registration Statement or otherwise filed with the Commission. Each such statement is qualified in all respects by such reference.

FORWARD-LOOKING STATEMENTS

WHEN INCLUDED IN THIS PROSPECTUS, ANY PROSPECTUS SUPPLEMENT OR IN ANY DOCUMENTS INCORPORATED HEREIN OR THEREIN BY REFERENCE, THE WORDS "EXPECT," "INTENDS," "ANTICIPATES," "ESTIMATES" AND ANALOGOUS EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. SUCH STATEMENTS INHERENTLY ARE SUBJECT TO A VARIETY OF RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER

MATERIALLY FROM THOSE PROJECTED. SUCH RISKS AND UNCERTAINTIES INCLUDE, AMONG OTHERS, GENERAL ECONOMIC AND BUSINESS CONDITIONS, COMPETITION, CHANGES IN FOREIGN POLITICAL, SOCIAL AND ECONOMIC CONDITIONS, REGULATORY INITIATIVES AND COMPLIANCE WITH GOVERNMENTAL REGULATIONS, CUSTOMER PREFERENCES AND VARIOUS OTHER MATTERS, MANY OF WHICH ARE BEYOND THE COMPANY'S CONTROL. THESE FORWARD-LOOKING STATEMENTS SPEAK ONLY AS OF THE DATE OF THIS PROSPECTUS OR AS OF THE DATE OF THE PARTICULAR DOCUMENT IN WHICH ANY SUCH STATEMENTS APPEAR. THE COMPANY EXPRESSLY DISCLAIMS ANY OBLIGATION OR UNDERTAKING TO RELEASE PUBLICLY ANY UPDATES OR REVISIONS TO ANY FORWARD-LOOKING STATEMENT CONTAINED HEREIN, IN ANY PROSPECTUS SUPPLEMENT OR IN ANY DOCUMENT INCORPORATED BY REFERENCE HEREIN OR THEREIN TO REFLECT ANY CHANGE IN THE COMPANY'S EXPECTATIONS WITH REGARD THERETO OR ANY CHANGE IN EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH ANY STATEMENT IS BASED.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents filed by the Company with the Commission (File No. 1--6541) are incorporated in this Prospectus by reference and made a part hereof:

- (a) The Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1995 filed with the Commission on March 28, 1996;
- (b) The Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 1996 filed with the Commission on May 14, 1996;
- (c) The Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 1996 filed with the Commission on August 14, 1996;
- (d) The Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 1996 filed with the Commission on November 14, 1996; and
- (e) The Company's Current Report on Form 8-K filed with the Commission on December 11, 1996.

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

The Company will provide without charge to each person, including any beneficial owner, to whom this Prospectus is delivered, upon written or oral request, a copy of any or all of the foregoing documents incorporated herein by reference (other than exhibits unless such exhibits are specifically incorporated by reference in such documents). Requests for such documents should be directed to Loews Corporation at its principal executive office, 667 Madison Avenue, New York, N.Y. 10021-8087, Attention: Corporate Secretary (telephone: (212) 545-2000).

LOEWS CORPORATION

Loews Corporation is a holding company. Its subsidiaries are engaged in the following lines of business: property, casualty and life insurance (CNA Financial Corporation, an 84% owned subsidiary, "CNA"); the production and sale of cigarettes (Lorillard, Inc., a wholly owned subsidiary, "Lorillard"); the operation of hotels (Loews Hotels Holding Corporation, a wholly owned subsidiary, "Loews Hotels"); the operation of offshore oil and gas drilling rigs (Diamond Offshore Drilling, Inc., a 51% owned subsidiary, "Diamond Offshore"); and the distribution and sale of watches and clocks (Bulova Corporation, a 97% owned subsidiary, "Bulova").

CNA's principal business is insurance. CNA's insurance subsidiaries underwrite property, casualty, life, and accident and health coverages. Their principal market for insurance is the United States. CNA's foreign operations are not significant. CNA's property and casualty insurance operations are conducted by Continental Casualty Company ("Casualty") and The Continental Corporation and their property and casualty insurance affiliates, and its life insurance operations are conducted by Continental Assurance Company and its life insurance affiliate. Insurance products are marketed by CNA through independent agents and brokers. CNA accounted for 78.75%, 81.27% and 80.32% of the Company's total revenue for the fiscal years ended December 31, 1995, 1994 and 1993, respectively.

Lorillard's principal products are marketed under the brand names of Newport, Kent and True with substantially all of its sales in the United States. Lorillard's major trademarks outside of the United States were sold in 1977. Lorillard's largest selling brands are the Newport and Kent brands, which accounted for approximately 70% and 11%, respectively, of Lorillard's sales in 1995. Lorillard accounted for 11.00%, 14.29% and 13.95% of the Company's total revenue for the fiscal years ended December 31, 1995, 1994 and 1993, respectively.

Loews Hotels properties consist of 14 hotels, 11 of which are in the United States, two are in Canada and one is located in Monte Carlo. In addition to these properties, Loews Hotels is currently building a new 800-room property in Miami Beach, Florida. Loews Hotels accounted for 1.17%, 1.61% and 1.35% of the Company's total revenue for the fiscal years ended December 31, 1995, 1994 and 1993, respectively.

Diamond Offshore's business primarily consists of owning and operating 47 offshore drilling rigs which are used on a contract basis by companies engaged in exploration and production of hydrocarbons. Offshore rigs are mobile units that can be relocated based on market demand. Currently 66% of these rigs operate in the Gulf of Mexico, 9% operate in the North Sea and the remaining 25% are located in various foreign markets. Diamond Offshore accounted for 1.82%, 2.25% and 2.11% of the Company's total revenue for the fiscal years ended December 31, 1995, 1994 and 1993, respectively.

Bulova distributes and sells watches and clocks under the brand names of Bulova, Caravelle and Accutron with substantially all of its sales in the United States and Canada. All watches and clocks are purchased from foreign suppliers. Bulova accounted for .59%, 1.12% and 1.12% of the Company's total revenue for the fiscal years ended December 31, 1995, 1994 and 1993, respectively.

The Company also owns a 49% common stock interest in a joint venture which is engaged in the business of owning and operating six large crude oil tankers that are used primarily to transport crude oil from the Persian Gulf to a limited number of ports in the Far East, Northern Europe and the United States.

The Company is a holding company and derives substantially all of its operating income and cash flow from its subsidiaries. The Company must rely upon distributions from its subsidiaries to generate the funds necessary to meet its obligations, including the payment of principal and interest on the Debt Securities, or to declare and pay dividends on the Preferred Stock and Common Stock, if any. The ability of the Company's subsidiaries to make such payments will be subject to, among other things, applicable state laws and any restrictions that may be contained in credit agreements or other financing arrangements entered into by such subsidiaries. Claims of creditors of the

Company's subsidiaries will generally have priority as to the assets of such subsidiaries over the claims of the Company and the holders of the Company's indebtedness, including the Debt Securities. See Note 13 of Notes to Consolidated Financial Statements in the Company's 1995 Annual Report to Shareholders for a discussion of limitations on the ability of certain of the insurance subsidiaries to pay dividends.

USE OF PROCEEDS

Unless otherwise indicated in the Prospectus Supplement, the net proceeds to be received by the Company from the sale of the Securities will be used for general corporate purposes.

COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES

The table below sets forth the Company's ratio of income before cumulative effect of changes in accounting principles to fixed charges which was computed by dividing income before cumulative effect of changes in accounting principles available for fixed charges (income before cumulative effect of changes in accounting principles, undistributed income of associated companies, income taxes and minority interest, adjusted for interest expense, amortization of debt issuance costs and one-third of rent expense) by fixed charges. Fixed charges include (a) interest costs, (b) amortization of debt issuance costs and (c) one-third of rent expense, which the Company believes represents the interest factor attributable to rent. Since no Preferred Stock was outstanding during the periods presented, the ratio of income before cumulative effect of changes in accounting principles to fixed charges and Preferred Stock dividends would be the same as the ratios presented here.

	NINE MONTHS		YEARS ENDED DECEMBER 31,				
	ENDED SEPTEMBER 30,		-----				
	1996	1995	1995	1994	1993	1992	1991
Ratio of income before cumulative effect of accounting changes to fixed charges.....	8.1x	8.0x	9.4x	2.6x(a)	4.4x(b)	--(b)	9.8x(a)

(a) Income available for fixed charges for the fiscal years ended December 31, 1994 and 1991 included \$91.6 million and \$417.6 million, respectively, of distribution of earnings on an equity investment held by the Company.

(b) Income before cumulative effect of changes in accounting principles was insufficient to cover fixed charges by \$541.6 million for the year ended December 31, 1992. This deficit reflected a \$1,500.0 million increase in claim reserves by Casualty, with respect to its potential exposure to asbestos-related bodily injury cases, resulting in an after-tax charge of \$822.7 million against the Company's net income for the year ended December 31, 1992. In 1993, the Company added \$500.0 million to such claim reserve, resulting in an after-tax charge of \$270.1 million against the Company's net income for the year ended December 31, 1993.

DESCRIPTION OF SENIOR DEBT SECURITIES

The following description of the Senior Debt Securities sets forth the material terms and provisions of the Senior Debt Securities to which any Prospectus Supplement may relate. The Senior Debt Securities are to be issued under an Indenture, dated as of March 1, 1986, between the Company and The Chase Manhattan Bank (National Association), as trustee (the "Trustee"), as supplemented by a first supplemental indenture, dated as of March 30, 1993, and a second supplemental indenture, dated as of February 18, 1997 (as supplemented, the "Senior Indenture"), a copy of which has been filed as an exhibit to the Registration Statement of which this Prospectus is a part and is incorporated herein by reference. The particular terms of the Senior Debt Securities offered by any Prospectus Supplement and the extent, if any, to which such general provisions may apply to the Senior Debt Securities, will be described in the Prospectus Supplement relating to such Senior Debt Securities. Capitalized terms not otherwise defined in this section have the meanings given to them in the Senior Indenture.

The following summary of the material provisions of the Senior Indenture and the Senior Debt Securities does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all of the provisions of the Senior Indenture, including the definitions therein of certain terms, and such Senior Debt Securities. Wherever particular articles, sections or defined terms of the Indenture are referred to, it is intended that such articles, sections or defined terms shall be incorporated herein by reference, and the statement in connection with which such reference is made is qualified in its entirety by such reference.

GENERAL

The Senior Debt Securities will rank equally with all other unsecured and unsubordinated debt of the Company. As of September 30, 1996, approximately \$1,171 million aggregate principal amount of existing debt of the Company would have ranked pari passu with the Senior Debt Securities. The Senior Indenture does not limit the amount of debt, either secured or unsecured, which may be issued by the Company under the Senior Indenture or otherwise. The Senior Debt Securities may be issued in one or more series with the same or various maturities and may be sold at par, a premium or an original issue discount. Senior Debt Securities sold at an original issue discount may bear no interest or interest at a rate which is below market rates.

Since the Company is a holding company, the right of the Company, and hence the rights of creditors and stockholders of the Company, to participate in any distribution of assets of any subsidiary upon its liquidation or reorganization or otherwise is accordingly subject to prior claims of creditors of the subsidiary, except to the extent that claims of the Company itself as a creditor of the subsidiary may be recognized.

Reference is made to the Prospectus Supplement for a summary of the following terms of the offered Senior Debt Securities (to the extent such terms are applicable to such Senior Debt Securities): (i) designation, aggregate principal amount, denomination and currency or currency unit; (ii) date of maturity; (iii) currency or currency units for which such Senior Debt Securities may be purchased and in which principal of, premium, if any, and any interest will or may be payable; (iv) interest rate or rates (or the manner of calculation thereof), if any; (v) the times at which any such interest will be payable; (vi) the place or places where the principal and interest, if any, will be payable; (vii) any redemption or sinking fund provisions; (viii) whether such Senior Debt Securities will be issuable in registered form or bearer form or both and, if issuable in bearer form, restrictions applicable to the exchange of one form for another and to the offer, sale and delivery of certificates in bearer form; (ix) whether and under what circumstances the Company will pay additional amounts on such Senior Debt Securities held by a person who is not a U.S. person (as defined below) in respect of any tax, assessment or governmental charge withheld or deducted and, if so, whether the Company will have the option to redeem such Senior Debt Securities rather than pay such additional amounts; (x) federal income tax consequences; (xi) whether and under what circumstances the Company will issue the Senior Debt Securities in whole or in part as Global Securities; (xii) applicable conversion or exchange privileges; and (xiii) any other specific terms of the offered Senior Debt Securities, including any terms which may be required by or advisable under United States laws or regulations. For purposes of this Prospectus, "U.S. person" means a citizen, national or resident of the United States of America, its territories, possessions and all areas subject to its jurisdiction (the "United States"), a corporation, partnership or other entity created or organized in or under the laws of the United States or any political subdivision thereof or an estate or trust the income of which is subject to United States federal income tax regardless of its source.

Senior Debt Securities may be presented for exchange, and registered Senior Debt Securities may be presented for transfer, in the manner, at the places and subject to the restrictions set forth in the Senior Debt Securities and as summarized in the Prospectus Supplement. Such services will be provided without charge, other than any tax or other governmental charge payable in connection therewith, but subject to the limitations provided in the Senior Indenture. Senior Debt Securities in bearer form and the coupons, if any, appertaining thereto will be transferable by delivery.

CONVERSION AND EXCHANGE

The terms, if any, on which Senior Debt Securities of any series will be convertible into or exchangeable for Common Stock or Preferred Stock, property or cash, or a combination of any of the foregoing, will be summarized in the Prospectus Supplement relating thereto. Such terms may include provisions for conversion or exchange, either on a mandatory basis, at the option of the holder, or at the option of the Company, in which the number of shares of Common Stock or Preferred Stock to be received by the holders of the Senior Debt Securities would be calculated according to the factors and at such time as summarized in the related Prospectus Supplement.

GLOBAL SECURITIES

Senior Debt Securities of a series may be issued in whole or in part in the form of one or more Global Securities that will be deposited with, or on behalf of, a depository (the "Depository") identified in the Prospectus Supplement relating to such series. Unless otherwise specified by the Company, the Depository will be Depository Trust Company, New York, New York. Global Securities may be issued only in fully registered form and may be issued in either temporary or permanent form. Unless and until it is exchanged in whole or in part for the individual Senior Debt Securities represented thereby, a Global Security may not be transferred except as a whole by the Depository for such Global Security to a nominee of such Depository or by a nominee of such Depository to such Depository or another nominee of such Depository or by the Depository or any nominee of such Depository to a successor Depository or any nominee of such successor.

The specific terms of the depository arrangement with respect to a series of Senior Debt Securities will be summarized in the Prospectus Supplement relating to such series. The Company anticipates that the following provisions will generally apply to depository arrangements.

Upon the issuance of a Global Security, the Depository for such Global Security or its nominee will credit on its book-entry registration and transfer system the respective principal amounts of the individual Senior Debt Securities represented by such Global Security to the accounts of persons that have accounts with such Depository ("Participants"). Such accounts shall be designated by the underwriters, dealers or agents with respect to such Senior Debt Securities or by the Company if such Senior Debt Securities are offered and sold directly by the Company. 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 records of Participants (with respect to interests of persons who hold through 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 own, pledge or transfer beneficial interests in a Global Security.

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

Payments of principal of and any premium and any interest on individual Senior 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 Senior Debt Securities. None of the Company, the Trustee, any Paying Agent or the Security Registrar for such Senior Debt Securities will

have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in the Global Security for such Senior Debt Securities or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

The Company expects that the Depository for a series of Senior Debt Securities or its nominee, upon receipt of any payment of principal, premium or interest in respect of a permanent Global Security representing any of such Senior Debt Securities, immediately will credit Participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of such Global Security for such Senior Debt Securities as shown on the records of such Depository or its nominee. The Company also expects that payments by Participants to owners of beneficial interests in such Global Security held through such Participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers in bearer form or registered in "street name." Such payments will be the responsibility of such Participants.

If a Depository for a series of Senior Debt Securities is at any time unwilling, unable or ineligible to continue as depository and a successor depository is not appointed by the Company within 90 days, the Company will issue individual Senior Debt Securities of such series in exchange for the Global Security representing such series of Senior Debt Securities. In addition, the Company may, at any time and in its sole discretion, subject to any limitations described in the Prospectus Supplement relating to such Senior Debt Securities, determine not to have any Senior Debt Securities of such series represented by one or more Global Securities and, in such event, will issue individual Senior Debt Securities of such series in exchange for the Global Security or Securities representing such series of Senior Debt Securities. Individual Senior Debt Securities of such series so issued will be issued in denominations, unless otherwise specified by the Company, of \$1,000 and integral multiples thereof.

DEFEASANCE

At the Company's option, either (a) the Company will be Discharged (as defined below) from any and all obligations in respect of any series of Senior Debt Securities or (b) the Company will cease to be under any obligation to comply with the restriction on its ability to merge, consolidate or sell assets set forth in the Senior Indenture, in either case if it deposits irrevocably with the Trustee, in trust, specifically for the benefit of the Holders of such series, money or U.S. Government Obligations (as defined below) which through the payment of interest thereon and principal thereof in accordance with their terms will provide money in an amount sufficient (in the written opinion of a nationally recognized firm of independent accountants in the case of U.S. Government Obligations or a combination of money and U.S. Government Obligations) to pay all the principal of (including any sinking fund payments or analogous obligations), and interest on, the Senior Debt Securities of such series on the dates such payments are due in accordance with the terms of such Senior Debt Securities. To exercise such option, the Company is required to deliver to the Trustee an opinion of nationally recognized tax counsel to the effect that Holders of the Senior Debt Securities of such series will not recognize income, gain or loss for Federal income tax purposes as a result of such deposit and discharge and will be subject to Federal income tax in the same amount and in the same manner and at the same times as would have been the case if such deposit and discharge had not occurred.

The term "Discharged" is defined to mean that the Company is deemed to have paid and discharged the entire indebtedness represented by, and obligations under, the Senior Debt Securities of such series and to have satisfied all the obligations under the Senior Indenture relating to the Senior Debt Securities of such series, except for (A) the rights of Holders of the Senior Debt Securities of such series to receive, from the trust fund described above, payment of the principal of and the interest on the Senior Debt Securities of such series when such payments are due, (B) the Company's obligations with respect to the Senior Debt Securities of such series with respect to registration, transfer, exchange, replacement of mutilated, destroyed, lost and stolen certificates, maintenance of a paying office and holding money in trust, and (C) the rights, powers, trusts, duties and immunities of the Trustee under the Senior Indenture.

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

MODIFICATION OF THE SENIOR INDENTURE

Modifications and amendments of the Senior Indenture may be made by the Company and the Trustee with the consent of the Holders of not less than a majority in principal amount of all Outstanding Senior Debt Securities affected by such modification or amendment; provided however, that no such modification or amendment may, without the consent of the Holder of each Outstanding Senior Debt Security affected thereby: (1) change the Stated Maturity of the principal of, or any installment of principal of or interest on, any Senior Debt Security; (2) reduce the principal amount of or interest on, or any premium payable upon redemption of, any Senior Debt Security; (3) change certain other terms of payment of any Senior Debt Security; or (4) reduce the percentage of the principal amount of the Outstanding Senior Debt Security of any series, the consent of whose Holders is required to modify or amend the Senior Indenture or waive compliance with, or consent to certain defaults under, the provisions of the Senior Indenture (Section 902). The Board of Directors of the Company does not have the power to waive any of the covenants of the Senior Indenture, including those relating to consolidation, merger or sale of assets.

EVENTS OF DEFAULT, NOTICE AND WAIVER

The following will be Events of Default with respect to any particular series of the Senior Debt Securities: (1) default in any payment of interest on such series when due, continued for 30 days; (2) default in any payment of principal and premium, if any, of, or sinking fund installment on, such series when due; (3) default in the performance, or breach, of any covenant or warranty of the Company applicable to such series continued for 60 days after written notice to the Company by the Trustee or the Holders of at least 25% in principal amount of such series; (4) default resulting in the acceleration of any indebtedness of the Company for money borrowed in excess of \$100,000,000 under the terms of the instrument under which such indebtedness is or may be outstanding, if such acceleration is not rescinded or annulled within 10 days after notice to the Company by the Trustee or the Holders of at least 25% in principal amount of such series; and (5) certain events of bankruptcy, insolvency or reorganization in respect of the Company (Section 501). No Event of Default with respect to a particular series of Senior Debt Securities necessarily constitutes an Event of Default with respect to any other series of Senior Debt Securities (Section 501).

The Trustee will, within 90 days after the occurrence of any default with respect to any series of the Senior Debt Securities, give to the Holders thereof notice of such default known to the Trustee, unless such default has been cured or waived (the term default for this purpose means any event which is, or after notice or lapse of time, or both, would become, an Event of Default); provided that, except in the case of a default in the payment of principal of (or premium, if any) or interest on any of such Senior Debt Securities or in the payment of any sinking fund installments, the Trustee will be protected in withholding such notice if and so long as it in good faith determines that the withholding of such notice is in the interest of the Holders thereof (Section 602).

The Company will be required to furnish to the Trustee each year a statement as to the fulfillment by the Company of its obligations under the Senior Indenture (Section 1004).

The Holders of a majority in principal amount of the Outstanding Senior Debt Securities of any series may, in respect thereof, waive certain defaults and may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee, provided that such direction shall not be in conflict with any rule of law or with the Senior Indenture (Sections 512, 513). The Trustee has the right to decline to follow any such direction if the Trustee in good faith determines that the proceeding so directed would be unjustly prejudicial to the Holders of Senior Debt Securities of such series not joining in any such direction or would involve the Trustee in personal liability. The Senior Indenture provides that in case an Event of Default occurs and is continuing with respect to any series of the Senior Debt Securities, the Trustee will be required to exercise any of its rights and powers under the Senior Indenture with the degree of care and skill such as a prudent man would exercise in the conduct of his own affairs (Section 601). Subject to such provisions, the Trustee will be under no obligation to exercise any of its rights or powers under the Senior Indenture at the direction of any of the Holders of such Senior Debt Securities unless such Holders have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by the Trustee in complying with such direction (Section 603).

If an Event of Default occurs and is continuing with respect to the Senior Debt Securities of any series, the Trustee or the Holders of at least 25% in principal amount of such series may declare such series due and payable (Section 502).

The Senior Indenture provides that no Holder of Senior Debt Securities of any series may institute any action against the Company under the Senior Indenture (except actions for payment of overdue principal or interest or premium, if any) unless the Holders of at least 25% in principal amount of such series have requested the Trustee to institute such action and have offered the Trustee reasonable indemnity, and the Trustee has not instituted such action within 60 days of such request (Section 507).

CONSOLIDATION, MERGER OR SALE OF ASSETS OF THE COMPANY

The Company may not consolidate with or merge into any other corporation or sell its assets substantially as an entirety, unless (1) the corporation formed by such consolidation or into which the Company is merged or the corporation which acquires its assets is organized in the United States and expressly assumes the due and punctual payment of the principal of (and premium, if any) and interest on all the Senior Debt Securities, if any, issued under the Senior Indenture and the performance of every covenant of the Senior Indenture on the part of the Company to be performed and (2) immediately after giving effect to such transaction, no Event of Default, and no event which after notice or lapse of time or both would become an Event of Default, has happened and is continuing. Upon any such consolidation, merger or sale, the successor corporation formed by such consolidation, or into which the Company is merged or to which such sale is made, will succeed to, and be substituted for, the Company under the Senior Indenture (Sections 801, 802).

Other than the covenants described above, or as set forth in any accompanying Prospectus Supplement, the Senior Indenture and the Senior Debt Securities do not contain any covenants or other provisions designed to afford holders of the Senior Debt Securities protection in the event of a takeover, recapitalization or a highly leveraged transaction involving the Company.

CONCERNING THE TRUSTEE

The Company and the Trustee may from time to time engage in normal and customary banking transactions.

DESCRIPTION OF SUBORDINATED DEBT SECURITIES

The following description of the Subordinated Debt Securities sets forth the material terms and provisions of the Subordinated Debt Securities to which any Prospectus Supplement may relate. The Subordinated Debt Securities are to be issued under an Indenture, dated as of December 1, 1985, between the Company and the Trustee, as supplemented by a first supplemental indenture, dated as of February 18, 1997, and a second supplemental indenture, dated as of February 18, 1997 (as supplemented, the "Subordinated Indenture"), a copy of which has been filed as an exhibit to the Registration Statement of which this Prospectus is a part and is incorporated herein by reference. The particular terms of the Subordinated Debt Securities offered by any Prospectus Supplement and the extent, if any, to which such general provisions may apply to the Subordinated Debt Securities, will be described in the Prospectus Supplement relating to such Subordinated Debt Securities. Capitalized terms not otherwise defined in this section have the meanings given to them in the Subordinated Indenture.

The following summary of the material provisions of the Subordinated Indenture and the Subordinated Debt Securities does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all of the provisions of the Subordinated Indenture, including the definitions therein of certain terms, and such Subordinated Debt Securities. Wherever particular articles, sections or defined terms of the Subordinated Indenture are referred to, it is intended that such articles, sections or defined terms shall be incorporated herein by reference, and the statement in connection with which such reference is made is qualified in its entirety by such reference.

GENERAL

The Subordinated Debt Securities will rank equally with all other unsecured and subordinated debt of the Company except for debt which may be subordinated to Senior Indebtedness but which by its terms is made expressly senior to the Subordinated Debt Securities. As of September 30, 1996, approximately \$1,171 million aggregate principal amount of existing debt of the Company would have ranked senior to the Subordinated Debt Securities. The Subordinated Indenture does not limit the amount of debt, either secured or unsecured, which may be issued by the Company under the Subordinated Indenture or otherwise. The Subordinated Debt Securities may be issued in one or more series with the same or various maturities and may be sold at par, a premium or an original issue discount. Subordinated Debt Securities sold at an original issue discount may bear no interest or interest at a rate which is below market rates.

Since the Company is a holding company, the rights of the Company, and hence the rights of creditors and stockholders of the Company, to participate in any distribution of assets of any subsidiary upon its liquidation or reorganization or otherwise is accordingly subject to prior claims of creditors of the subsidiary, except to the extent that claims of the Company itself as a creditor of the subsidiary may be recognized.

Reference is made to the Prospectus Supplement for a summary of the following terms of the offered Subordinated Debt Securities (to the extent such terms are applicable to such Subordinated Debt Securities): (i) designation, aggregate principal amount, denomination and currency or currency unit; (ii) date of maturity; (iii) currency or currency units for which such Subordinated Debt Securities may be purchased and in which principal of, premium, if any, and any interest will or may be payable; (iv) interest rate or rates (or the manner of calculation thereof), if any; (v) the times at which any such interest will be payable; (vi) the place or places where the principal and interest, if any, will be payable; (vii) any redemption or sinking fund provisions; (viii) whether such Subordinated Debt Securities will be issuable in registered form or bearer form or both and, if issuable in bearer form, restrictions applicable to the exchange of one form for another and to the offer, sale and delivery of certificates

in bearer form; (ix) whether and under what circumstances the Company will pay additional amounts on such Subordinated Debt Securities held by a person who is not a U.S. person in respect of any tax, assessment or governmental charge withheld or deducted and, if so, whether the Company will have the option to redeem such Subordinated Debt Securities rather than pay such additional amounts; (x) federal income tax consequences; (xi) whether and under what circumstances the Company will issue the Subordinated Debt Securities in whole or in part as Global Securities; (xii) applicable conversion or exchange privileges; and (xiii) any other specific terms of the offered Subordinated Debt Securities, including any terms which may be required by or advisable under United States laws or regulations.

Subordinated Debt Securities may be presented for exchange, and registered Subordinated Debt Securities may be presented for transfer, in the manner, at the places and subject to the restrictions set forth in the Subordinated Debt Securities and as summarized in the applicable Prospectus Supplement. Such services will be provided without charge, other than any tax or other governmental charge payable in connection therewith, but subject to the limitations provided in the Subordinated Indenture. Subordinated Debt Securities in bearer form and the coupons, if any, appertaining thereto will be transferable by delivery.

CONVERSION AND EXCHANGE

The terms, if any, on which Subordinated Debt Securities of any series will be convertible into or exchangeable for Common Stock or Preferred Stock, property or cash, or a combination of any of the foregoing, will be summarized in the Prospectus Supplement relating thereto. Such terms may include provisions for conversion or exchange, either on a mandatory basis, at the option of the holder, or at the option of the Company, in which the number of shares of Common Stock or Preferred Stock to be received by the holders of the Subordinated Debt Securities would be calculated according to the factors and at such time as summarized in the related Prospectus Supplement.

GLOBAL SECURITIES

Subordinated Debt Securities of a series may be issued in whole or in part in the form of one or more Global Securities that will be deposited with, or on behalf of, a depository (the "Depository") identified in the Prospectus Supplement relating to such series. Unless otherwise specified by the Company, the Depository will be The Depository Trust Company, New York, New York. Global Securities may be issued only in fully registered form and in either temporary or permanent form. Unless and until it is exchanged in whole or in part for the individual Subordinated Debt Securities represented thereby, a Global Security may not be transferred except as a whole by the Depository for such Global Security to a nominee of such Depository or by a nominee of such Depository to such Depository or another nominee of such Depository or by the Depository or any nominee of such Depository to a successor Depository or any nominee of such successor.

The specific terms of the depository arrangement with respect to a series of Subordinated Debt Securities will be summarized in the Prospectus Supplement relating to such series. The Company anticipates that the following provisions will generally apply to depository arrangements.

Upon the issuance of a Global Security, the Depository for such Global Security or its nominee will credit on its book-entry registration and transfer system the respective principal amounts of the individual Subordinated Debt Securities represented by such Global Security to the accounts of persons that have accounts with such Depository ("Participants"). Such accounts shall be designated by the underwriters, dealers or agents with respect to such Subordinated Debt Securities or by the Company if such Subordinated Debt Securities are offered and sold directly by the Company. 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 records of Participants (with respect to interests of persons who hold through 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 own, pledge or transfer beneficial interests in a Global Security.

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

Payments of principal of and any premium and any interest on individual Subordinated 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 Subordinated Debt Securities. None of the Company, the Trustee, any Paying Agent or the Security Registrar for such Subordinated Debt Securities will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in the Global Security for such Subordinated Debt Securities or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

The Company expects that the Depository for a series of Subordinated Debt Securities or its nominee, upon receipt of any payment of principal, premium or interest in respect of a permanent Global Security representing any of such Subordinated Debt Securities, immediately will credit Participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of such Global Security for such Subordinated Debt Securities as shown on the records of such Depository or its nominee. The Company also expects that payments by Participants to owners of beneficial interests in such Global Security held through such Participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers in bearer form or registered in "street name." Such payments will be the responsibility of such Participants.

If a Depository for a series of Subordinated Debt Securities is at any time unwilling, unable or ineligible to continue as depository and a successor depository is not appointed by the Company within 90 days, the Company will issue individual Subordinated Debt Securities of such series in exchange for the Global Security representing such series of Subordinated Debt Securities. In addition, the Company may, at any time and in its sole discretion, subject to any limitations described in the Prospectus Supplement relating to such Subordinated Debt Securities, determine not to have any Subordinated Debt Securities of such series represented by one or more Global Securities and, in such event, will issue individual Subordinated Debt Securities of such series in exchange for the Global Security or Securities representing such series of Subordinated Debt Securities. Individual Subordinated Debt Securities of such series so issued will be issued in denominations, unless otherwise specified by the Company, of \$1,000 and integral multiples thereof.

DEFEASANCE

At the Company's option, either (a) the Company will be Discharged (as defined below) from any and all obligations in respect of any series of Subordinated Debt Securities or (b) the Company will cease to be under any obligation to comply with the restriction on its ability to merge, consolidate or sell assets set forth in the Subordinated Indenture, in either case if it deposits irrevocably with the Trustee, in trust, specifically for the benefit of the Holders of such series, money or U.S. Government Obligations (as defined below) which through the payment

of interest thereon and principal thereof in accordance with their terms will provide money in an amount sufficient (in the written opinion of a nationally recognized firm of independent accountants in the case of U.S. Government Obligations or a combination of money and U.S. Government Obligations) to pay all the principal of (including any sinking fund payments or analogous obligations), and interest on, the Subordinated Debt Securities of such series on the dates such payments are due in accordance with the terms of such Subordinated Debt Securities. To exercise such option, the Company is required to deliver to the Trustee an opinion of nationally recognized tax counsel to the effect that Holders of the Subordinated Debt Securities of such series will not recognize income, gain or loss for Federal income tax purposes as a result of such deposit and discharge and will be subject to Federal income tax in the same amount and in the same manner and at the same times as would have been the case if such deposit and discharge had not occurred.

The term "Discharged" is defined to mean that the Company is deemed to have paid and discharged the entire indebtedness represented by, and obligations under, the Subordinated Debt Securities of such series and to have satisfied all the obligations under the Subordinated Indenture relating to the Subordinated Debt Securities of such series, except for (A) the rights of Holders of the Subordinated Debt Securities of such series to receive, from the trust fund described above, payment of the principal of and the interest on the Subordinated Debt Securities of such series when such payments are due, (B) the Company's obligations with respect to the Subordinated Debt Securities of such series with respect to registration, transfer, exchange, replacement of mutilated, destroyed, lost and stolen certificates, maintenance of a paying office and holding money in trust and (C) the rights, powers, trusts, duties and immunities of the Trustee under the Subordinated Indenture.

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

MODIFICATION OF THE SUBORDINATED INDENTURE

Modifications and amendments of the Subordinated Indenture may be made by the Company and the Trustee with the consent of the Holders of not less than a majority in principal amount of all Outstanding Subordinated Debt Securities affected by such modification or amendment; provided, however, that no such modification or amendment may, without the consent of the Holder of each Outstanding Subordinated Debt Security affected thereby: (1) change the Stated Maturity of the principal of, or any installment of principal of or interest on, any Subordinated Debt Security; (2) reduce the principal amount of or interest on, or any premium payable upon the redemption of, any Subordinated Debt Security; (3) change certain other terms of payment of any Subordinated Debt Security; or (4) reduce the percentage of the principal amount of the Outstanding Subordinated Debt Security of any series, the consent of whose Holders is required to modify or amend the Subordinated Indenture or waive compliance with, or consent to certain defaults under, the provisions of the Subordinated Indenture (Section 902). The Board of Directors of the Company does not have the power to waive any of the covenants of the Subordinated Indenture, including those relating to consolidation, merger or sale of assets.

EVENTS OF DEFAULT, NOTICE AND WAIVER

The following will be Events of Default with respect to any particular series of the Subordinated Debt Securities: (1) default in any payment of interest on such series when due, continued for 30 days; (2) default in any payment of principal and premium, if any, of, or sinking fund installment on, such series when due; (3) default in the performance, or breach, of any covenant or warranty of the Company applicable to such series continued for 60 days after written notice to the Company by the Trustee or the Holders of at least 25% in principal amount of such series; (4) default resulting in the acceleration of any indebtedness of the Company for money borrowed in excess of \$100,000,000 under the terms of the instrument under which such indebtedness is or may be outstanding, if such acceleration is not rescinded or annulled within 10 days after notice to the Company by the Trustee or the Holders of at least 25% in principal amount of such series; and (5) certain events of bankruptcy, insolvency or reorganization in respect of the Company (Section 501). No Event of Default with respect to a particular series of Subordinated Debt Securities necessarily constitutes an Event of Default with respect to any other series of Subordinated Debt Securities (Section 501).

The Trustee will, within 90 days after the occurrence of any default with respect to any series of the Subordinated Debt Securities, give to the Holders thereof notice of such default known to the Trustee, unless such default has been cured or waived (the term default for this purpose means any event which is, or after notice or lapse of time, or both, would become, an Event of Default); provided that, except in the case of a default in the payment of principal of (or premium, if any) or interest on any of such Subordinated Debt Securities or in the payment of any sinking fund installment, the Trustee will be protected in withholding such notice if and so long as it in good faith determines that the withholding of such notice is in the interest of the Holders thereof (Section 602).

The Company will be required to furnish to the Trustee each year a statement as to the fulfillment by the Company of its obligations under the Subordinated Indenture (Section 1004).

The Holders of a majority in principal amount of the Outstanding Subordinated Debt Securities of any series may, in respect thereof, waive certain defaults and may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee, provided that such direction shall not be in conflict with any rule of law or with the Subordinated Indenture (Sections 512, 513). The Trustee has the right to decline to follow any such direction if the Trustee in good faith determines that the proceeding so directed would be unjustly prejudicial to the Holders of Subordinated Debt Securities of such series not joining in any such direction or would involve the Trustee in personal liability. The Subordinated Indenture provides that in case an Event of Default occurs and is continuing with respect to any series of the Subordinated Debt Securities, the Trustee will be required to exercise any of its rights and powers under the Subordinated Indenture with the degree of care and skill such as a prudent man would exercise in the conduct of his own affairs (Section 601). Subject to such provisions, the Trustee will be under no obligation to exercise any of its rights or powers under the Subordinated Indenture at the direction of any of the Holders of such Subordinated Debt Securities unless such Holders have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by the Trustee in complying with such direction (Section 603).

If an Event of Default occurs and is continuing with respect to the Subordinated Debt Securities of any series, the Trustee or the Holders of at least 25% in principal amount of such series may declare such series due and payable (Section 502).

The Subordinated Indenture provides that no Holder of Subordinated Debt Securities of any series may institute any action against the Company under the Subordinated Indenture (except actions for payment of overdue principal or interest or premium, if any) unless the Holders of at least 25% in principal amount of such series have requested the Trustee to institute such action and have offered the Trustee reasonable indemnity, and the Trustee has not instituted such action within 60 days of such request (Section 507).

CONSOLIDATION, MERGER OR SALE OF ASSETS OF THE COMPANY

The Company may not consolidate with or merge into any other corporation or sell its assets substantially as an entirety, unless (1) the corporation formed by such consolidation or into which the Company is merged or the corporation which acquires its assets is organized in the United States and expressly assumes the due and punctual payment of the principal of (and premium, if any) and interest on all the Subordinated Debt Securities, if any, issued under the Subordinated Indenture and the performance of every covenant of the Subordinated Indenture on the part of the Company to be performed and (2) immediately after giving effect to such transaction, no Event of Default, and no event which after notice or lapse of time or both would become an Event of Default, has happened and is continuing. Upon any such consolidation, merger or sale, the successor corporation formed by such consolidation, or into which the Company is merged or to which such sale is made, will succeed to, and be substituted for, the Company under the Subordinated Indenture (Sections 801, 802).

Other than the covenants described above, or as set forth in any accompanying Prospectus Supplement, the Subordinated Indenture and the Subordinated Debt Securities do not contain any covenants or other provisions designed to afford holders of the Subordinated Debt Securities protection in the event of a takeover, recapitalization or highly leveraged transaction involving the Company.

SUBORDINATION

The indebtedness represented by the Subordinated Debt Securities is subordinated in right of payment to existing and future Senior Indebtedness, as described in the Subordinated Indenture and any accompanying Prospectus Supplement (Section 1301). The term "Senior Indebtedness" means (i) all indebtedness for money borrowed incurred by the Company, unless the terms of the instrument or instruments by which such indebtedness is incurred or created expressly provide that such indebtedness is subordinate to, or pari passu with, the Subordinated Debt Securities or that such indebtedness is not superior in right of payment to the Subordinated Debt Securities, (ii) any other indebtedness, obligation or liability incurred by the Company (including any guaranty, endorsement or other contingent obligation of the Company in respect of, or to purchase, or otherwise acquire, any obligation of another), direct or indirect, absolute or contingent, or matured or unmatured, which is specifically designated by the Company as Senior Indebtedness in the instruments evidencing said indebtedness, obligation or liability at the time of the issuance or incurrence thereof, or (iii) any deferral, renewal or extension of any of the foregoing.

By reason of such subordination, in the event of dissolution, insolvency, bankruptcy or other similar proceedings, upon any distribution of assets, (i) the holders of Subordinated Debt Securities will be required to pay over their share of such distribution in respect of the Subordinated Debt Securities to the holders of Senior Indebtedness until such Senior Indebtedness is paid in full and (ii) creditors of the Company who are not holders of Senior Indebtedness may recover less, ratably, than holders of Senior Indebtedness and may recover more, ratably, than holders of Subordinated Debt Securities (Section 1301).

CONCERNING THE TRUSTEE

The Company and the Trustee may from time to time engage in normal and customary banking transactions.

DESCRIPTION OF PREFERRED STOCK

The Company is authorized to issue up to 100,000,000 shares of Preferred Stock, par value \$0.10 per share, in one or more series. All shares of Preferred Stock, irrespective of series, constitute one and the same class. The following description of the terms of the Preferred Stock sets forth certain general terms and provisions of the

Preferred Stock. Certain terms of any series of Preferred Stock offered by any Prospectus Supplement will be set forth in the Certificate of Designations, and summarized in the Prospectus Supplement, relating to such series of Preferred Stock. If so indicated in the Prospectus Supplement, the terms of any such series may differ from the terms set forth below.

GENERAL

The Board of Directors is authorized to establish and designate series and to fix the number of shares and the relative rights, preferences and limitations of the respective series of Preferred Stock. The terms of a particular series of Preferred Stock may differ, among other things, in (1) the designation and number of shares comprising such series; (2) the dividends, if any, which shall be payable on the shares of such series and any preferences and other terms and conditions applicable thereto; (3) any rights and preferences of the holders of the shares of such series upon the liquidation, dissolution, or winding up of the affairs of, or upon any distribution of the assets of, the Company; (4) the full, limited or special voting rights, if any, of the shares of such series, in addition to voting rights provided by law, and the terms and conditions applicable thereto; (5) any provision with respect to the conversion of the shares of such series into, or the exchange of such shares for, shares of any other class or classes, or of any other series of any class, of the capital stock of the Company and/or any other property or cash, and the terms and conditions applicable to any such conversion or exchange; (6) any provision with respect to the redemption, purchase, or retirement of such shares and the terms and conditions applicable thereto; (7) any provision with respect to the issuance of additional shares of such series or of any other class or series on a parity with or superior to the shares of such series; and (8) any other relative, participating, optional or special powers, preferences, or rights of, and any other qualifications, limitations, or restrictions with respect to, the shares of such series as the Board of Directors may deem advisable. Unless otherwise specifically set forth in the Certificate of Designations, and summarized in the Prospectus Supplement, relating to a series of Preferred Stock, all shares of Preferred Stock will be of equal rank, preference and priority as to dividends; when the stated dividends are not paid in full, the shares of all series of the Preferred Stock will share ratably in any payment thereof; and upon liquidation, dissolution or winding up, if assets are insufficient to pay in full all Preferred Stock, then such assets shall be distributed among the holders ratably.

Since the Company is a holding company, the right of the Company, and hence the right of creditors and stockholders of the Company, to participate in any distribution of assets of any subsidiary upon its liquidation or reorganization or otherwise is necessarily subject to the prior claims of creditors of the subsidiary, except to the extent that claims of the Company itself as a creditor of the subsidiary may be recognized.

The description of certain provisions of the Preferred Stock set forth below does not purport to be complete and is subject to and qualified in its entirety by reference to the Restated Certificate of Incorporation and the Certificate of Designations that relates to a particular series of Preferred Stock, which will be filed with the Commission at or prior to the time of the sale of the related Preferred Stock.

DIVIDEND RIGHTS

Except as may be set forth in the Certificate of Designations, and summarized in the Prospectus Supplement relating to a series of Preferred Stock, the holders of Preferred Stock will be entitled to receive, but only when and as declared by the Board of Directors out of funds legally available for that purpose, cash dividends at the rates and on the dates set forth in the Certificate of Designations, and summarized in the Prospectus Supplement relating to a particular series of Preferred Stock, and no more, payable quarterly. Such rate may be fixed or variable. Each such dividend will be payable to the holders of record as they appear on the stock books of the Company on such record dates as will be fixed by the Board of Directors of the Company or a duly authorized committee thereof. Dividends payable on the Preferred Stock for any period less than a full quarter will be computed on the basis of the actual number of days elapsed over a 360 day year and for a period of a full calendar quarter, will be computed

on the basis of a 360 day year consisting of twelve 30 day months. Except as may be set forth in the Prospectus Supplement relating to a series of Preferred Stock, such dividends will be payable from, and will be cumulative from, the date of original issue of each share, so that, if in any quarterly dividend period (being the period between such dividend payment dates), dividends at the rate or rates as set forth in the Certificate of Designations, and summarized in the Prospectus Supplement, relating to such series of Preferred Stock have not been declared and paid or set apart for payment on all outstanding shares of Preferred Stock for such quarterly dividend period and all preceding quarterly dividend periods from and after the first day from which dividends are cumulative, then the aggregate deficiency will be declared and fully paid or set apart for payment, but without interest, before any dividends are declared or paid or set apart for payment on the Common Stock by the Company. After payment in full of all dividend arrearages on the Preferred Stock, dividends on the Common Stock may be declared and paid out of funds legally available for that purpose as the Board of Directors may determine.

REDEMPTION

The Company will have such rights, if any, to redeem shares of Preferred Stock, and the holders of Preferred Stock will have such rights, if any, to cause the Company to redeem shares of Preferred Stock, as may be set forth in the Certificate of Designations, and summarized in the Prospectus Supplement, relating to a series of Preferred Stock.

CONVERSION OR EXCHANGE

The holders of Preferred Stock will have such rights, if any, to convert such shares into or to exchange such shares for, shares of any other class or classes, or of any other series of any class, of the capital stock of the Company and/or any other property or cash, as may be set forth in the Certificate of Designations, and summarized in the Prospectus Supplement, relating to a series of Preferred Stock.

VOTING RIGHTS

The holders of Preferred Stock will have such voting rights, if any, as may be set forth in the Certificate of Designations, and summarized in the Prospectus Supplement relating to a series of Preferred Stock.

The holders of the outstanding shares of a series of Preferred Stock will be entitled to vote as a class upon a proposed amendment, whether or not entitled to vote thereon by the Restated Certificate of Incorporation if the amendment would increase or decrease the aggregate number of authorized shares of such series of Preferred Stock, increase or decrease the par value of the shares of such series of Preferred Stock, or alter or change the powers, preferences, or special rights of the shares of such series of Preferred Stock so as to affect them adversely. If any proposed amendment would alter or change the powers, preferences, or special rights of one or more series of Preferred Stock so as to affect them adversely, but will not so affect the entire series, then only the shares of the series so affected by the amendment will be considered a separate series for purposes of this paragraph. The number of authorized shares of any such series of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Company entitled to vote irrespective of the previous two sentences, if so provided in the Restated Certificate of Incorporation, in any amendment thereto which created such series of Preferred Stock or which was adopted prior to the issuance of any shares of such series of Preferred Stock, or in any amendment thereto which was authorized by a resolution or resolutions adopted by the affirmative vote of the holders of a majority of such series of Preferred Stock. This paragraph reflects legal requirements under current Delaware law and is subject to any amendments to such law.

The foregoing voting provisions will not apply if, in connection with the matters specified, provision is made for the redemption or retirement of all outstanding Preferred Stock.

LIQUIDATION RIGHTS

Upon any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, holders of Preferred Stock will have such preferences and priorities, if any, with respect to distribution of the assets of the Company or the proceeds thereof as may be set forth in the Certificate of Designations and summarized in the Prospectus Supplement relating to a series of Preferred Stock.

MISCELLANEOUS

The transfer agent, dividend disbursing agent and registrar for the Preferred Stock issued in connection with this Prospectus will be as set forth in the Certificate of Designations and summarized in the Prospectus Supplement. The holders of Preferred Stock, including any Preferred Stock issued in connection with this Prospectus, will not have any preemptive rights to purchase or subscribe for any shares of any class or other securities of any type of the Company. When issued, the Preferred Stock will be fully paid and nonassessable. The Certificate of Designations setting forth the provisions of each series of Preferred Stock will become effective after the date of this Prospectus but on or before issuance of the related series of Preferred Stock.

DESCRIPTION OF COMMON STOCK

Under the Restated Certificate of Incorporation, the Company is authorized to issue up to 400,000,000 shares of Common Stock, par value \$1.00 per share. On January 15, 1997, there were outstanding 115,000,000 shares of Common Stock.

The following description is a summary of certain provisions of the Common Stock and does not purport to be complete and is subject to, and is qualified in its entirety by reference to, the Company's By-laws and Restated Certificate of Incorporation. The Prospectus Supplement relating to an offering of Common Stock (or securities convertible into Common Stock) will describe terms relevant thereto, including the number of shares offered, the initial offering price and market price and dividend information.

GENERAL

Each holder of Common Stock is entitled to one vote for each share held on all matters voted upon by the stockholders of the Company, including the election of directors. The Common Stock does not have cumulative voting rights. The election of members of the Board of Directors is decided by the holders of a plurality of the shares entitled to vote in person or by proxy at a meeting for the election of directors. See "Description of Preferred Stock--Voting Rights" for a discussion of the voting rights of any Preferred Stock that may be issued in the future.

In the event of any liquidation, dissolution or winding up of the Company, after the payment or provision for payment of the debts and other liabilities of the Company and the preferential amounts to which holders of the Company's Preferred Stock are entitled (if any shares of Preferred Stock are then outstanding), the holders of Common Stock are entitled to share equally in the remaining assets of the Company.

The outstanding shares of Common Stock are, and any shares of Common Stock offered hereby upon issuance and payment therefor will be, fully paid and non-assessable. The Common Stock has no preemptive or conversion rights and there are no redemption or sinking fund provisions applicable thereto.

The Common Stock is listed on the New York Stock Exchange (symbol "LTR").

DIVIDENDS

Holders of Common Stock are entitled to receive dividends when, as and if declared by the Board of Directors out of funds legally available therefor subject to the rights of the holders of any outstanding shares of Preferred Stock. The holders of Common Stock share equally, share for share, in such dividends. The Company has paid quarterly cash dividends on its Common Stock in each year since 1967. Regular dividends of \$.12-1/2 per share of Common Stock outstanding were paid in each calendar quarter of 1994 and in each of the first three quarters of 1995. In the fourth quarter of 1995, the Company increased its dividend to \$.25 per share and regular dividends of \$.25 per share of Common Stock outstanding were paid in such quarter and in each calendar quarter of 1996. There can be no assurance that the Company will continue to pay quarterly dividends or that, if paid, the amount of any dividend payments will not decrease.

TRANSFER AGENT

The transfer agent and registrar for the Common Stock is Chase Mellon Shareholder Services, LLC, 450 West 33rd Street, New York, New York 10001.

PLAN OF DISTRIBUTION

The Company may sell the Securities: (i) through underwriters or dealers; (ii) through agents; (iii) directly to one or more purchasers; or (iv) through a combination of any such method of sale. The Prospectus Supplement with respect to the Securities offered thereby will set forth the terms of the offering of such Securities, including the name or names of any underwriters, dealers or agents, the purchase price of such Securities and the proceeds to the Company from such sale, any underwriting discounts and other items constituting compensation to underwriters, dealers or agents, any initial public offering price, any discounts or concessions allowed or reallowed or paid by underwriters or dealers to other dealers and any securities exchanges on which such Securities may be listed.

If underwriters or dealers are used in the sale, the Securities will be acquired by the underwriters or dealers 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, which may be changed, or at varying prices determined at the time of sale. The Securities may be offered to the public either through underwriting syndicates represented by one or more managing underwriters or directly by one or more of such firms. Unless otherwise set forth in the Prospectus Supplement, the obligations of the underwriters to purchase such Securities will be subject to certain conditions precedent, and the underwriters will be obligated to purchase all of such Securities if any are purchased. Any initial public offering price and any discounts or concessions allowed or reallowed or paid to dealers may be changed from time to time.

Securities may be sold directly by the Company or through agents designated by the Company from time to time. Any agent involved in the offer or sale of Securities in respect of which this Prospectus is delivered will be named, and any commissions payable by the Company to such agent (or the method by which such commissions can be determined) will be set forth, in the Prospectus Supplement. 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 so indicated in the Prospectus Supplement, the Company will authorize underwriters, dealers or agents to solicit offers by certain specified institutions to purchase Securities from the Company at the public offering price set forth in the Prospectus Supplement pursuant to delayed delivery contracts providing for payment and delivery on a specified date in the future. Such 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 such contracts. The underwriters and other persons soliciting such contracts will have no responsibility for the validity or performance of any such contracts.

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

There is currently no market for any of the Securities, other than the Common Stock. If the Securities are traded after their initial issuance, they may trade at a discount from their initial offering price, depending upon prevailing interest rates, the market for similar securities and other factors. While it is possible that an underwriter could inform the Company that it intended to make a market in the Securities, such underwriter would not be obligated to do so, and any such market making could be discontinued at any time without notice. Therefore, no assurance can be given as to whether an active trading market will develop for the Securities. The Company does not have any current plans for listing of the Debt Securities or Preferred Stock on any securities exchange or on the National Association of Securities Dealers, Inc. automated quotation system; any such listing with respect to any particular Debt Securities or Preferred Stock will be described in the applicable Prospectus Supplement.

LEGAL OPINIONS

Unless otherwise set forth in the Prospectus Supplement, the validity of the Securities offered hereby will be passed upon for the Company by the General Counsel of the Company, and for the underwriters by Mayer, Brown & Platt, New York, New York. Mayer, Brown & Platt also represents, from time to time, CNA.

EXPERTS

The consolidated financial statements and the related financial statement schedules incorporated in this Prospectus by reference from the Company's Annual Report on Form 10-K have been audited by Deloitte & Touche LLP, independent auditors, as stated in their report, which is incorporated herein by reference, and have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following table sets forth the estimated expenses (all of which will be borne by the Company) incurred in connection with the issuance and distribution of the securities being registered, other than underwriting discounts and commissions (if any). All of the amounts shown are estimates, except the SEC registration fee.

SEC registration fee.....	\$303,030
Rating agency fees.....	100,000
Trustee fees & expenses.....	5,000
Printing and engraving.....	50,000
Legal fees and expenses.....	25,000
Accounting fees and expenses..	20,000
Miscellaneous.....	56,970

Total.....	\$560,000
	=====

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Reference is made to Section 145 of the Delaware General Corporation Law which provides for indemnification of directors and officers in certain circumstances.

Article 8, Section 8.1 of the Company's By-Laws provides as follows: "The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or an officer of the Corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding to the fullest extent and in the manner set forth in and permitted by the [Delaware] General Corporation Law, and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which such director or officer may be entitled apart from the foregoing provisions. The foregoing provisions of this Section 8.1 shall be deemed to be a contract between the Corporation and each director and officer who serves in such capacity at any time while this Article 8 and the relevant provisions, of the [Delaware] General Corporation Law and other applicable law, if any, are in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing, with respect to any state of facts then or theretofore existing, or any action, suit or proceeding theretofore, or thereafter brought or threatened based in whole or in part upon any such state of facts."

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

See the Exhibit Index which is incorporated herein by reference.

ITEM 17. UNDERTAKINGS.

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 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

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

provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the registration statement is on Form S-3, Form S-8 or Form F-3, and 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 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.

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 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions of the registrant's articles of incorporation or by-laws 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.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York on February 20, 1997.

LOEWS CORPORATION

By: /s/ Laurence A. Tisch

Name: Laurence A. Tisch
Title: Co-Chairman of the Board and
Co-Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose name appears below constitutes and appoints Barry Hirsch, Roy E. Posner and Gary W. Garson and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission and other regulatory authority, granting unto such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all interests and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof. This Power of Attorney may be signed in one or more counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in their respective capacities on the 20th day of February, 1997.

Name -----	Description -----
/s/ Laurence A. Tisch ----- Laurence A. Tisch	Co-Chairman of the Board and Co-Chief Executive Officer (Principal Executive Officer)
/s/ Roy E. Posner ----- Roy E. Posner	Senior Vice President and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)
/s/ Guy A. Kwan ----- Guy A. Kwan	Controller
/s/ Charles B. Benenson ----- Charles B. Benenson	Director

/s/ John Brademas Director

John Brademas

/s/ Dennis H. Chookaszian Director

Dennis H. Chookaszian

/s/ Bernard Myerson Director

Bernard Myerson

/s/ Edward J. Noha Director

Edward J. Noha

/s/ Gloria R. Scott Director

Gloria R. Scott

/s/ Andrew H. Tisch Director

Andrew H. Tisch

/s/ James S. Tisch Director

James S. Tisch

/s/ Jonathan M. Tisch Director

Jonathan M. Tisch

/s/ Preston R. Tisch Director

Preston R. Tisch

EXHIBIT INDEX

EXHIBIT NUMBER	DESCRIPTION OF DOCUMENTS	PAGE
1.1	Form of Underwriting Agreement.	*
4.1	Senior Indenture, dated as of March 1, 1986, between the Company and The Chase Manhattan Bank (National Association), as Trustee (the "Senior Trustee"), is incorporated by reference to Exhibit 4(a) of the Company's Registration Statement (No. 33-3829).	
4.2	Form of Senior Debt Securities, see Exhibit 4.1.	
4.3	Senior First Supplemental Indenture, dated as of March 30, 1993, between the Company and the Senior Trustee, is incorporated by reference to Exhibit B of the Company's Current Report on Form 8-K filed with the Commission on June 3, 1993.	*
4.4	Senior Second Supplemental Indenture, dated as of February 18, 1997, between the Company and the Senior Trustee.	*
4.5	Subordinated Indenture, dated as of December 1, 1985, between the Company and The Chase Manhattan Bank (National Association) (as successor to Chemical Bank), as Trustee (the "Subordinated Trustee"), is incorporated by reference to Exhibit 4.1 of the Company's Registration Statement (No. 33-2026).	
4.6	Form of Subordinated Debt Securities, see Exhibit 4.5.	
4.7	Subordinated First Supplemental Indenture, dated as of February 18, 1997, between the Company and the Subordinated Trustee.	*
4.8	Subordinated Second Supplemental Indenture, dated as of February 18, 1997, between the Company and the Subordinated Trustee.	*
4.9	Restated Certificate of Incorporation of the Company is incorporated by reference to Exhibit 3 to the Company's Report on Form 10-Q for the quarter ended June 30, 1996.	
4.10	By-Laws of the Company are incorporated by reference to Exhibit 3.01 to the Company's Report on Form 10-Q for the quarter ended September 30, 1996.	
5.1	Opinion of General Counsel of the Company.	*
12.1	Computation of ratio of earnings to fixed charges.	*
23.1	Consent of Deloitte & Touche LLP.	*
23.2	Consent of General Counsel of the Company. (included in Exhibit 5.1).	
24.1	Powers of Attorney (included on signature page).	
25.1	Form T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of The Chase Manhattan Bank.	*

* Filed herewith

LOEWS CORPORATION

(a Delaware corporation)

[Common Stock],
[Preferred Stock]
and
Debt Securities

UNDERWRITING AGREEMENT

[Date]

To the Representatives named in
Schedule I hereto of the
Underwriters named in
Schedule II hereto

Ladies and Gentlemen:

Loews Corporation, a Delaware corporation (the "Company"), proposes
to issue and sell to the underwriters named in Schedule II hereto (the
"Underwriters"), for whom you are acting as representatives (the
"Representatives"), the principal amount of its securities identified in
Schedule I hereto (the "Securities"), which may be [(i) shares of
common stock, par value \$1.00 per share (the "Common Stock"), (ii) shares
of preferred stock, par value \$.10 per share (the "Preferred Stock"), or
(iii)] senior or subordinated debt securities (the "Debt Securities") or any
combination thereof.

[The Preferred Stock will be issued in one or more series and each series
of Preferred Stock may vary, as applicable, as to the title, specific number of
shares, rank, stated value, liquidation preference, dividend rate or rates (or
method of calculation), dividend payment dates, redemption provisions, sinking
fund requirements, conversion provisions (and terms of the related Underlying
Securities (as defined below)) and any other variable terms as set forth in the
applicable certificate of designations (each, the "Certificate of
Designations") relating to such series of Preferred Stock.]

The Debt Securities will be issued in one or more series as senior indebtedness (the "Senior Debt Securities") under an indenture, dated as of

March 1, 1986, between the Company and The Chase Manhattan Bank (National Association), as trustee (the "Trustee"), as supplemented by a first

supplemental indenture, dated March 30, 1993, between the Company and the Trustee and a second supplemental indenture, dated as of February 18, 1997, between the Company and the Trustee (such Indenture, as supplemented, is referred to as the "Senior Indenture"), or as subordinated indebtedness (the

"Subordinated Debt Securities") under an indenture, dated as of December 1,

1985, between the Company and the Trustee, as supplemented by a first supplemental indenture, dated as of February 18, 1997, between the Company and the Trustee and a second supplemental indenture, dated as of February 18, 1997, between the Company and the Trustee (such Indenture, as supplemented, is referred to as the "Subordinated Indenture," and collectively with the Senior

Indenture, the "Indentures," and each, an "Indenture"). Each series of Debt

Securities may vary, as applicable, as to title, aggregate principal amount, rank, interest rate or formula and timing of payments thereof, stated maturity date, redemption and/or repayment provisions, sinking fund requirements, conversion provisions (and terms of the related Underlying Securities) and any other variable terms established by or pursuant to the applicable Indenture.

As used herein, "Securities" means the [Common Stock, Preferred Stock,] Senior Debt Securities or Subordinated Debt Securities, or any combination thereof, initially issuable by the Company and, if Securities are convertible, "Underlying Securities" means the Common Stock or Preferred Stock issuable upon conversion of the [Preferred Stock,] Senior Debt Securities or Subordinated Debt Securities, as applicable.

Schedule I hereto specifies the number or aggregate principal amount,

as the case may be, of Securities to be initially issued (the "Initial

Underwritten Securities"), whether such offering is on a fixed or variable

price basis and, if on a fixed price basis, the initial offering price, the price at which the Initial Underwritten Securities are to be purchased by the Underwriters, the form, time, date and place of delivery and payment of the Initial Underwritten Securities and any other material variable terms of the Initial Underwritten Securities, as well as the material variable terms of any related Underlying Securities. [In addition, if applicable, such Underwriting Agreement shall specify whether the Company has agreed to grant to the Underwriters an option to purchase additional Securities to cover over-allotments, if any, and the number or aggregate principal amount, as the case may be, of Securities subject to such option (the "Option Underwritten

Securities").] As used herein, the term "Underwritten Securities" shall

include the Initial Underwritten Securities [and all or any portion of any Option Underwritten Securities.]

The Company has filed with the Securities and Exchange Commission (the "Commission") a registration statement on Form S-3 (No. 333-____) and

pre-effective amendment[s] no[s]. thereto for the registration of the

Securities and the Underlying Securities under the Securities Act of 1933, as amended (the "Act"), and the offering thereof from time to time in

accordance with Rule 415 of the rules and regulations of the

Commission under the Act (the "Act Regulations"), and the Company has filed

such post-effective amendments thereto as may be required prior to the execution of this Underwriting Agreement. Such registration statement (as so amended, if applicable) has been declared effective by the Commission and each Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"). Such registration statement (as so

amended, if applicable), including the information, if any, deemed to be a part thereof pursuant to Rule 430A(b) of the Act Regulations (the "Rule 430A

Information") or Rule 434(d) of the Act Regulations (the "Rule 434

Information"), is referred to herein as the "Registration Statement"; and

the final prospectus and the final prospectus supplement relating to the offering of the Underwritten Securities, in the form first furnished to the Underwriters by the Company for use in connection with the offering of the Underwritten Securities, are collectively referred to herein as the "Final

Prospectus"; provided, however, that all references to the

"Registration Statement" and the "Final Prospectus" shall also be deemed to include all documents incorporated therein by reference pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), prior to

the execution of this Underwriting Agreement; provided further, that

if the Company files a registration statement with the Commission pursuant to Rule 462(b) of the Act Regulations (the "Rule 462 Registration Statement"),

then, after such filing, all references to "Registration Statement" shall also be deemed to include the Rule 462 Registration Statement; and provided

further, that if the Company elects to rely upon Rule 434 of the Act

Regulations, then all references to "Final Prospectus" shall also be deemed to include the final or preliminary prospectus and the applicable term sheet or abbreviated term sheet (the "Term Sheet"), as the case may be, in the form

first furnished to the Underwriters by the Company in reliance upon Rule 434 of the Act Regulations, and all references in this Underwriting Agreement to the date of the Final Prospectus shall mean the date of the Term Sheet. A "Preliminary Prospectus" shall be deemed to refer to any prospectus used

before the registration statement became effective and any prospectus that omitted, as applicable, the Rule 430A Information, the Rule 434 Information or other information to be included upon pricing in a form of prospectus filed with the Commission pursuant to Rule 424(b) of the Act Regulations, that was used after such effectiveness and prior to the execution and delivery of this Underwriting Agreement. For purposes of this Underwriting Agreement, all references to the Registration Statement, Final Prospectus, Term Sheet or Preliminary Prospectus or to any amendment or supplement to any of the foregoing shall be deemed to include any copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system ("EDGAR"). Notwithstanding anything to the contrary in this Underwriting

Agreement, if any revised Term Sheet, Preliminary Prospectus or Final Prospectus, as the case may be, shall be provided to the Underwriters by the Company for use in connection with the offering of the Securities which differs from the prospectus on file at the Commission at the time the Registration Statement becomes effective (whether or not such revised prospectus is required to be filed by the Company pursuant to Rule 424(b) of the Act Regulations), the terms "Term Sheet," "Preliminary Prospectus" or "Final Prospectus," as the case may be, shall refer to such revised "Term Sheet," "Preliminary Prospectus" or "Final Prospectus" from and after the time it is first provided to the Underwriters for such use. Any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Registration

Statement, Term Sheet, any Preliminary Prospectus or the Final Prospectus, unless otherwise expressly provided therein, shall be deemed to refer to and include the filing of any document under the Exchange Act after the date of this Underwriting Agreement, or the issue date of the Preliminary Prospectus or the Final Prospectus, as the case may be, deemed to be incorporated therein by reference.

All references in this Underwriting Agreement to financial statements and schedules and other information which is "contained," "included" or "stated" (or other references of like import) in the Registration Statement, Final Prospectus or Preliminary Prospectus shall be deemed to mean and include all such financial statements and schedules and other information which is incorporated by reference in the Registration Statement, Final Prospectus or Preliminary Prospectus, as the case may be; and all references in this Underwriting Agreement to amendments or supplements to the Registration Statement, Final Prospectus or Preliminary Prospectus shall be deemed to mean and include the filing of any document under the Exchange Act which is incorporated by reference in the Registration Statement, Final Prospectus or Preliminary Prospectus, as the case may be.

1. Representations and Warranties. The Company represents and

warrants to each Underwriter as of the date hereof and as of the Closing Date that:

(a) The Company meets the requirements for use of Form S-3 under the Act.

(b) Each of this Underwriting Agreement and, if the Underwritten Securities are Debt Securities [or if Preferred Stock is convertible into Debt Securities,] the applicable Indenture is substantially in the form filed as an exhibit to the Registration Statement at the time the Registration Statement became effective (other than insofar as the Indenture has been modified by the Supplemental Indenture), and, has been duly authorized, executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except that (A) the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect, relating to creditors' rights generally, (B) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought, and (C) no representation is given as to the enforceability of indemnification and contribution provisions of the Underwriting Agreement.

(c) Each of the Registration Statement and any Rule 462(b) Registration Statement has become effective under the Act and no stop order suspending the effectiveness of the Registration Statement or any Rule 462(b) Registration Statement has been issued under the Act and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, are contemplated by the Commission, and any request on the part of the Commission for additional

information has been complied with. In addition, each Indenture has been duly qualified under the Trust Indenture Act.

At the respective times the Registration Statement, any Rule 462(b) Registration Statement and any post-effective amendments thereto (including the filing of the Company's most recent Annual Report on Form 10-K with the Commission (the "Annual Report on Form 10-K")) became

effective and as of the date hereof, the Registration Statement, any Rule 462(b) Registration Statement and any amendments and supplements thereto complied and will comply in all material respects with the requirements of the Act and the Act Regulations and the Trust Indenture Act and the rules and regulations of the Commission under the Trust Indenture Act (the "Trust Indenture Act Regulations") and did not and will not

contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. At the date of the Final Prospectus, at the Closing Date and at each Date of Delivery, if any, the Final Prospectus and any amendments and supplements thereto did not and will not include an 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. If the Company elects to rely upon Rule 434 of the Act Regulations, the Company will comply with the requirements of Rule 434. Notwithstanding the foregoing, the representations and warranties in this subsection shall not apply to (i) statements in or omissions from the Registration Statement or the Final Prospectus made in reliance upon and in conformity with information furnished to the Company in writing by or on behalf of any Underwriter expressly for use in the Registration Statement or the Final Prospectus or (ii) that part of the Registration Statement which shall constitute the Statement of Eligibility and Qualification (Form T-1) under the Trust Indenture Act of the Trustee.

Each preliminary prospectus and prospectus filed as part of the Registration Statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the Act, complied when so filed in all material respects with the Act Regulations and each Preliminary Prospectus and the Final Prospectus delivered to the Underwriters for use in connection with the offering of Underwritten Securities will, at the time of such delivery, be identical to any electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(d) The documents incorporated or deemed to be incorporated by reference in the Registration Statement and the Final Prospectus as of the date hereof, when they became effective or at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with the requirements of the Exchange Act and the rules and regulations of the Commission thereunder (the "Exchange Act

Regulations").

(e) The Company has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Delaware and has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Final Prospectus and to enter into and perform its obligations under, or as contemplated under, this Underwriting Agreement. The Company is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of material property or the conduct of material business, except where the failure to so qualify or be in good standing would not result in a material adverse change in the condition (financial or other), earnings, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business (a "Material Adverse Effect").

(f) [Include if the Underwritten Securities being sold pursuant to this Underwriting Agreement include Common Stock: The Underwritten Securities have been duly authorized by the Company for issuance and sale pursuant to this Underwriting Agreement. Such Underwritten Securities, when issued and delivered by the Company pursuant to this Underwriting Agreement against payment of the consideration therefor specified in this Underwriting Agreement, will be validly issued, fully paid and non-assessable and will not be subject to preemptive or other similar rights of any securityholder of the Company. No holder of such Underwritten Securities is or will be subject to personal liability by reason of being such a holder.]

(g) [Include if the Underwritten Securities being sold pursuant to this Underwriting Agreement include Preferred Stock: The Underwritten Securities have been duly authorized by the Company for issuance and sale pursuant to this Underwriting Agreement. The applicable Preferred Stock, when issued and delivered by the Company pursuant to this Underwriting Agreement against payment of the consideration therefor, will be validly issued, fully paid and non-assessable and will not be subject to preemptive or other similar rights of any securityholder of the Company. No holder of such Preferred Stock is or will be subject to personal liability by reason of being such a holder. The applicable Certificate of Designations will be in full force and effect prior to the Closing Date.]

(h) [Include if the Underwritten Securities being sold pursuant to this Underwriting Agreement include Senior Debt Securities and/or Subordinated Debt Securities:] The Underwritten Securities have been duly authorized by the Company for issuance and sale pursuant to this Underwriting Agreement. Such Underwritten Securities, when issued and authenticated in the manner provided for in the applicable Indenture and delivered against payment of the consideration therefor specified in this Underwriting Agreement, will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles, and except further as enforcement thereof may be limited by (A) requirements that a claim with respect to any Debt Securities denominated other than in U.S. dollars (or a foreign or composite currency judgment in respect of such claim) be converted into U.S. dollars at a rate of exchange prevailing on a date determined pursuant to applicable law, (B) governmental authority to limit, delay or prohibit the making of payments outside the United States, and (C) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought. Such Underwritten Securities will be in the form contemplated by, and each registered holder thereof is entitled to the benefits of, the applicable Indenture.

(i) [Include if the Underlying Securities related to the Underwritten Securities being sold pursuant to this Underwriting Agreement include Common Stock or Preferred Stock: The Underlying Securities have been duly authorized and reserved for issuance by the Company upon conversion of the related Preferred Stock, Senior Debt Securities or Subordinated Debt Securities, as applicable.] [Include if the Underlying Securities include Common Stock or Preferred Stock: The Underlying Securities, when issued upon such exercise or conversion, as applicable, will be validly issued, fully paid and non-assessable and will not be subject to preemptive or other similar rights of any securityholder of the Company. No holder of such Common Stock or Preferred Stock is or will be subject to personal liability by reason of being such a holder.] [Include if the Underlying Securities related to the Underwritten Securities being sold

pursuant to this Underwriting Agreement include Senior Debt Securities and/or Subordinated Debt Securities: The Underlying Securities have been duly authorized for issuance by the Company upon conversion of the related Preferred Stock. Such Underlying Securities, when issued and authenticated in the manner provided for in the applicable Indenture and delivered in accordance with the terms of the related Preferred Stock will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles, and except further as enforcement thereof may be limited by (A) requirements that a claim with respect to any Debt Securities denominated other than in U.S. dollars (or a foreign or composite currency judgment in respect of such claim) be converted into U.S. dollars at a rate of exchange prevailing on a date determined pursuant to applicable law, (B) governmental authority to limit, delay or prohibit the making of payments outside the United States and (C) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.]

(j) The Underwritten Securities being sold pursuant to this Underwriting Agreement and each applicable Indenture, as of the date of the Final Prospectus, and any Underlying Securities, when issued and delivered in accordance with the terms of the related Underwritten Securities, will conform in all material respects to the statements relating thereto contained in the Final Prospectus and will be in substantially the form filed or incorporated by reference, as the case may be, as an exhibit to the Registration Statement.

(k) The execution and delivery of this Underwriting Agreement and each applicable Indenture, and any other agreement or instrument entered into or issued or to be entered into or issued by the Company in connection with the transactions contemplated hereby or thereby or in the Registration Statement and the Final Prospectus and the consummation of the transaction contemplated herein and in the Registration Statement and the Final Prospectus (including the issuance and sale of the Underwritten Securities and the use of the proceeds from the sale of the Underwritten Securities as described under the caption "Use of Proceeds") and compliance by the Company with its obligations hereunder and thereunder have been duly authorized by all necessary corporate action and will not conflict with or constitute a breach of, or default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to, any agreements or instruments, nor will such action result in any violation of the provisions of the charter or by-laws of the Company or any of its subsidiaries or any applicable law, administrative regulation or administrative or court decree which, in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

2. Purchase and Sale. Subject to the terms and conditions and in

reliance upon the representations and warranties herein set forth, the Company agrees to sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Company, at the purchase price set forth in Schedule I hereto the principal amount of the Underwritten Securities set

forth opposite such Underwriter's name in Schedule II hereto, except that,

if Schedule I hereto provides for the sale of Securities pursuant to

delayed delivery arrangements, the respective principal amounts of Underwritten Securities to be purchased by the Underwriters shall be as set forth in Schedule II hereto less the respective amounts of Contract Securities (as

hereinafter defined) determined as provided below. Securities to be purchased by the Underwriters are herein sometimes called the "Underwritten

Securities" and Securities to be purchased pursuant to Delayed Delivery

Contracts as hereinafter provided are herein called "Contract Securities."

[In addition, subject to the terms and conditions herein set forth, the Company may grant, if so provided in Schedule I, an option to the

Underwriters, severally and not jointly, to purchase up to the number or aggregate principal amount, as the case may be, of the Option Underwritten Securities set forth therein at a price per Option Underwritten Security equal to the price per Initial Underwritten Security, less an amount equal to any dividends or distributions declared by the Company and paid or payable on the Initial Underwritten Securities but not payable on the Option Underwritten Securities. Such option, if granted, will expire 30 days after the date of this Underwriting Agreement, and may be exercised in whole or in part from time to time only for the purpose of covering over-allotments which may be made in connection with the offering and distribution of the Initial Underwritten Securities upon notice by the Representatives to the Company setting forth the number or aggregate principal amount, as the case may be, of Option Underwritten Securities as to which the several Underwriters are then exercising the option and the time, date and place of payment and delivery for such Option Underwritten Securities. Any such time and date of payment and delivery shall be determined by the Representatives, but shall not be later than seven full business days after the exercise of said option, nor in any event prior to the Closing Date, unless otherwise agreed upon by the Representatives and the Company. If the option is exercised as to all or any portion of the Option Underwritten Securities, each of the Underwriters, severally and not jointly, will purchase that amount which shall bear the same proportion to the total principal amount of Option Underwritten Securities as the principal amount of Securities set forth opposite the name of such Underwriter bears to the aggregate principal amount of Securities set forth in Schedule II hereto, except to the extent that you determine that such

reduction shall be otherwise than in such proportion and so advise the Company in writing.]

If so provided in Schedule I hereto, the Underwriters are authorized

to solicit offers to purchase Securities from the Company pursuant to delayed
delivery contracts ("Delayed Delivery Contracts"), substantially in the

form of Schedule III hereto but with such changes therein as the Company

may authorize or approve. The Underwriters will endeavor to make such
arrangements and, as compensation therefor, the Company will pay to the
Representatives, for the account of the Underwriters, on the Closing Date, the
percentage set forth in Schedule I hereto of the principal amount of the

Securities for which Delayed Delivery Contracts are made. Delayed Delivery
Contracts are to be with institutional investors, including commercial and
savings banks, insurance companies, pension funds, investment companies and
educational and charitable institutions. The Company will enter into Delayed
Delivery Contracts in all cases where sales of Contract Securities arranged by
the Underwriters have been approved by the Company but, except as the Company
may otherwise agree, each such Delayed Delivery Contract must be for not less
than the minimum principal amount set forth in Schedule I hereto and the

aggregate principal amount of Contract Securities may not exceed the maximum
aggregate principal amount set forth in Schedule I hereto. The

Underwriters will not have any responsibility in respect of the validity or
performance of Delayed Delivery Contracts. The principal amount of Securities
to be purchased by each Underwriter as set forth in Schedule II hereto

shall be reduced by an amount which shall bear the same proportion to the total
principal amount of Contract Securities as the principal amount of Securities
set forth opposite the name of such Underwriter bears to the aggregate
principal amount of Securities set forth in Schedule II hereto, except to

the extent that you determine that such reduction shall be otherwise than in
such proportion and so advise the Company in writing; provided,

however, that, subject to Section 9 hereof, the total principal amount

of Securities to be purchased by all Underwriters shall be the aggregate
principal amount of Securities set forth in Schedule II hereto less the

aggregate principal amount of Contract Securities.

3. Delivery and Payment. Delivery of and payment for the

Underwritten Securities shall be made at the office, on the date and at the
time specified in Schedule I hereto, which date and time may be postponed by

agreement between the Representatives and the Company or as provided in Section

9 hereof (such date and time of delivery and payment for the Underwritten

Securities being herein called the "Closing Date"). In addition, in the event

that the Underwriters have exercised their option, if any, to purchase any or
all of the Option Underwritten Securities, payment of the purchase price for,
and delivery of such Option Underwritten Securities, shall be made at the
location set forth on Schedule I, or at such other place as shall be agreed upon

by the Representatives and the Company, as specified in the notice from the
Representatives to the Company.

Payment shall be made to the Company by wire transfer of immediately
available funds to a bank account designated by the Company, against delivery
to the Representatives for the respective accounts of the Underwriters of the
Underwritten Securities to be purchased by them. It is understood that each
Underwriter has authorized the Representatives, for its account, to accept
delivery of, receipt for, and make payment of the

purchase price for, the Underwritten Securities which it has severally agreed to purchase. The Representatives, individually and not as representative of the Underwriters, may (but shall not be obligated to) make payment of the purchase price for the Underwritten Securities to be purchased by any Underwriter whose funds have not been received by the Closing Date, as the case may be, but such payment shall not relieve such Underwriter from its obligations hereunder.

Certificates for the Underwritten Securities shall be registered in such names and in such denominations as the Representatives may request not less than two full business days in advance of the Closing Date. The Company agrees to have the Underwritten Securities available for inspection, checking and packaging by the Representatives in New York, New York, not later than 1:00 p.m. on the business day prior to the Closing Date.

4. Agreements. (a) The Company agrees with the several

Underwriters that:

(i) Until the earlier of (X) the termination of the offering of the Underwritten Securities, and (Y) six months from the date of this Underwriting Agreement, the Company will not file any amendment (other than amendments resulting from the filing of the documents incorporated by reference pursuant to Item 12 of Form S-3 under the Act) of the Registration Statement or the Final Prospectus) unless the Company has furnished you a copy for your review prior to filing and will not file any such proposed amendment or supplement to which you reasonably object. The Company will cause the Final Prospectus to be filed with the Commission pursuant to Rule 424. The Company will promptly advise the Representatives (A) when the Final Prospectus shall have been filed with the Commission pursuant to Rule 424, (B) when any amendment to the Registration Statement relating to the Underwritten Securities shall have become effective, (C) of any request by the Commission for any amendment of the Registration Statement or amendment of or supplement to the Final Prospectus or for any additional information, (D) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the institution or threatening of any proceeding for that purpose and (E) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Underwritten Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose. The Company will use its best efforts to prevent the issuance of any such stop order and, if issued, to obtain as soon as possible the withdrawal thereof.

(ii) If, at any time when a prospectus relating to the Underwritten Securities is required to be delivered under the Act, any event occurs as a result of which, the Final Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, or if it shall be necessary to amend or supplement the Final Prospectus to comply with the Act or the Exchange Act or the respective rules thereunder, the

Company promptly will prepare and file with the Commission, subject to the first sentence of paragraph (a)(i) of this Section 4, an

amendment or supplement which will correct such statement or omission or an amendment which will effect such compliance.

(iii) The Company will comply with the Act and the Act Regulations and the Exchange Act and the Exchange Act Regulations so as to permit the completion of the distribution of the Underwritten Securities as contemplated in this Underwriting Agreement and in the Registration Statement and the Final Prospectus. If at any time when the Final Prospectus is required by the Act or the Exchange Act to be delivered in connection with sales of the Underwritten Securities, any event shall occur or condition shall exist as a result of which it is necessary, in the opinion of counsel for the Underwriters or for the Company, to amend the Registration Statement in order that the Registration Statement will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or to amend or supplement the Final Prospectus in order that the Final Prospectus will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, or if it shall be necessary, in the opinion of such counsel, at any such time to amend the Registration Statement or amend or supplement the Final Prospectus in order to comply with the requirements of the Act or the Act Regulations, the Company will promptly prepare and file with the Commission, subject to Section 4(a)(i), such amendment or supplement

as may be necessary to correct such statement or omission or to make the Registration Statement or the Final Prospectus comply with such requirements, and the Company will furnish to the Underwriters, without charge, such number of copies of such amendment or supplement as the Underwriters may reasonably request.

(iv) The Company will make generally available to its securityholders and to the Representatives not later than 90 days after the end of the 12-month period beginning at the end of the current fiscal quarter of the Company an earnings statement or statements of the Company and its subsidiaries which will satisfy the provisions of Section 11(a) of the Act and Rule 158 under the Act.

(v) The Company will furnish to the Representatives and counsel for the Underwriters, without charge, copies of the Registration Statement (including exhibits thereto or incorporated by reference therein and documents incorporated or deemed to be incorporated by reference therein), and each amendment to the Registration Statement which shall become effective on or prior to the Closing Date and, so long as delivery of a prospectus by an Underwriter or dealer may be required by the Act, as many copies of any Preliminary Prospectus and the Final Prospectus and any amendments thereof and supplements thereto as the Representatives may reasonably request and the Company hereby consents to the use of such copies for purposes

permitted by the Act. The Company will pay the expenses of printing or other production of all documents relating to the offering. The Final Prospectus and copies of the Registration Statement and each amendment thereto furnished to the Underwriters will be identical to any electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(vi) The Company will arrange for the qualification of the Underwritten Securities for sale under the laws of such jurisdictions as the Representatives may reasonably designate, will maintain such qualifications in effect so long as required for the distribution of the Underwritten Securities and will arrange for the determination of the legality of the Underwritten Securities for purchase by institutional investors; provided, however, the Company shall not be obligated

to file any general consent to service of process under the laws of any such jurisdiction, subject itself to taxation as doing business in any such jurisdiction, or qualify to do business as a foreign corporation in any such jurisdiction. The Company will pay all reasonable expenses (including fees and disbursements of counsel) in connection with such qualification (such expenses, fees and disbursements not to exceed in the aggregate \$5,000).

(vii) The Company, during the period when the Final Prospectus is required to be delivered under the Act or the Exchange Act, will file all documents required to be filed with the Commission pursuant to Section 13, 14 or 15 of the Exchange Act within the time periods required by the Exchange Act and the Exchange Act Regulations.

(viii) Between the date hereof and the Closing Date, the Company will not, without the prior consent of the Representatives, offer or sell, or enter into any agreement to sell, in the case of Debt Securities, any debt securities of the Company with a maturity of more than one year, including additional Underwritten Securities or, in the case of any other Securities, the Securities specified in Schedule I.

(ix) [Include if this Underwriting Agreement specifies that any related Underlying Securities include Common Stock or Preferred Stock: The Company will reserve and keep available at all times, free of preemptive or other similar rights, a sufficient number of shares of Common Stock and/or Preferred Stock, as applicable, for the purpose of enabling the Company to satisfy any obligations to issue such Underlying Securities upon conversion of the Preferred Stock, Senior Debt Securities or Subordinated Debt Securities, as applicable.]

(b) The Underwriters agree to notify the Company promptly upon completion by it of the sale of the Underwritten Securities.

5. Payment of Expenses. The Company will pay all expenses

incident to the performance of its obligations under this Underwriting Agreement, including (a) the preparation, printing, filing and mailing of the Registration Statement as originally filed and of each amendment thereto; (b) the printing of this Underwriting Agreement, any applicable Indentures and any blue sky and legal investment surveys and any other documents in connection with the offering, purchase, sale and delivery of the Underwritten Securities; (c) the preparation, issuance, and delivery to the Underwriters of the certificates for the Underwritten Securities and any related Underlying Securities, any certificates for the Underwritten Securities or such Underlying Securities, to the Underwriters, including any transfer taxes and any stamp or other duties payable upon the sale, issuance or delivery of the Underwritten Securities to the Underwriters; (d) the fees and disbursements of the Company's counsel and accountants; (e) the qualification of the Securities under state securities laws in accordance with this Underwriting Agreement, including filing fees and the fee and disbursements of your counsel in connection therewith and in connection with the preparation of the blue sky and legal investment surveys in accordance with Section 4(a)(vi); (f) the printing

and delivery to you of copies of the Registration Statement as originally filed and of each amendment thereto, of the Preliminary Prospectuses, and of the Final Prospectus and any amendments or supplements thereto; (g) the costs of preparing the Securities; (h) the fees, if any, of the National Association of Securities Dealers, Inc.; (i) the fees and expenses of the Trustee, including the fees and disbursements of counsel for the Trustee in connection with the Indenture; (j) if the Company determines to request rating of the Underwritten Securities by particular rating agencies, any fees payable in connection with such rating of the Underwritten Securities by such rating agencies; and (k) the fees and expenses incurred, if any, in connection with the listing of the Underwritten Securities.

6. Conditions to the Obligations of the Underwriters. The

obligations of the Underwriters to purchase the Underwritten Securities shall be subject to the accuracy of the representations and warranties on the part of the Company contained herein as of the date hereof, as of the date of the effectiveness of any amendment to the Registration Statement filed prior to the Closing Date (including the filing of any document incorporated by reference therein) and as of the Closing Date, to the accuracy of the statements of the Company made in any certificates pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions:

(a) The Registration Statement, including any Rule 462(b) Registration Statement, has become effective under the Act and no stop order suspending the effectiveness of the Registration Statement, as amended from time to time, shall have been issued and no proceedings for that purpose shall have been instituted or threatened, and any request on the part of the Commission for additional information shall have been complied with to the reasonable satisfaction of counsel to the Underwriters. A prospectus containing information relating to the description of the

Underwritten Securities and any related Underlying Securities, the specific method of distribution and similar matters shall have been filed with the Commission in accordance with Rule 424(b) (or any required post-effective amendment providing such information shall have been filed and declared effective in accordance with the requirements of Rule 430A), or, if the Company has elected to rely upon Rule 434 of the Act Regulations, a Term Sheet including the Rule 434 Information shall have been filed with the Commission in accordance with Rule 424(b)(7).

(b) The Company shall have furnished to the Representatives the opinion of the General Counsel for the Company, dated the Closing Date, to the effect that:

(i) the Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of Delaware, with full corporate power and authority to own, lease and operate its properties and conduct its business as described in the Final Prospectus and to enter into and perform its obligations under, or as contemplated under, the Underwriting Agreement, and is duly qualified to do business as a foreign corporation and is in good standing under the laws of each jurisdiction which requires such qualification wherein it owns or leases material properties or conducts material business where the failure to be in good standing or so qualified would result in a Material Adverse Effect;

(ii) each of Lorillard, Inc. and CNA Financial Corporation (each a "Subsidiary" and together the "Subsidiaries") has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction in which it is chartered or organized, 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 and is in good standing under the laws of each jurisdiction which requires such qualification wherein it owns or leases material properties or conducts material business where the failure to be in good standing or so qualified would have a Material Adverse Effect;

(iii) all the outstanding shares of capital stock of each Subsidiary that are owned by the Company have been duly and validly authorized and issued and are fully paid and nonassessable, and, except as otherwise set forth in the Final Prospectus, all outstanding shares of capital stock of the Subsidiaries are owned by the Company either directly or through wholly owned subsidiaries free and clear of any perfected security interest and, to the knowledge of such counsel, after due inquiry, any other security interests, claims, liens or encumbrances;

(iv) the Securities and any Underlying Securities, when issued and delivered in accordance with the terms of the related Underwritten Securities, will conform in all material respect to the description thereof contained in the Final Prospectus;

(v) [Include if the Underwritten Securities being sold pursuant to the Underwriting Agreement include Common Stock: The Underwritten Securities have been duly authorized by the Company for issuance and sale pursuant to the Underwriting Agreement. The Underwritten Securities, when issued and delivered by the Company pursuant to the Underwriting Agreement against payment of the consideration therefor specified in such Agreement, will be validly issued, fully paid and non-assessable and will not be subject to preemptive or other similar rights of any securityholder of the Company. No holder of the Underwritten Securities is or will be subject to personal liability by reason of being such a holder. The form of certificate used to evidence the Underwritten Securities is in due and proper form and complies with the applicable statutory requirements, with any applicable requirements of the Restated Certificate of Incorporation or By-laws of the Company and with the requirements of any applicable stock exchange.]

(vi) [Include if the Underwritten Securities being sold pursuant to the Underwriting Agreement include Preferred Stock: The Underwritten Securities have been duly authorized by the Company for issuance and sale pursuant to the Underwriting Agreement. The applicable Preferred Stock, when issued and delivered by the Company pursuant to the Underwriting Agreement against payment of the consideration therefor specified in the Underwriting Agreement, will be validly issued, fully paid and non-assessable and will not be subject to preemptive or other similar rights of any securityholder of the Company. No holder of such Preferred Stock is or will be subject to personal liability by reason of being such a holder. The form of certificate used to evidence the Preferred Stock is in due and proper form and complies with the applicable statutory requirements, with any applicable

requirements of the Restated Certificate of Incorporation or By-laws of the Company. The applicable Certificate of Designations will be in full force and effect prior to the Closing Date.]

(vii) [Include if the Underwritten Securities being sold pursuant to the Underwriting Agreement include Senior Debt Securities and/or Subordinated Debt Securities:] The Underwritten Securities have been duly authorized by the Company for issuance and sale pursuant to the Underwriting Agreement. The Underwritten Securities, when issued and authenticated in the manner provided for in the applicable Indenture and delivered against payment of the consideration therefor specified in the Underwriting Agreement, will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles, and except further as enforcement thereof may be limited by (A) requirements that a claim with respect to any Debt Securities denominated other than in U.S. dollars (or a foreign or composite currency judgment in respect of such claim) be converted into U.S. dollars at a rate of exchange prevailing on a date determined pursuant to applicable law or (B) governmental authority to limit, delay or prohibit the making of payments outside the United States. The Underwritten Securities are in the form contemplated by, and each registered holder thereof is entitled to the benefits of, the applicable Indenture.

(viii) [Include if the Underwritten Securities being sold pursuant to the Underwriting Agreement include Senior Debt Securities and/or Subordinated Debt Securities or if Preferred Stock is convertible into Debt Securities:] The [Each] applicable Indenture has been duly authorized, executed and delivered by the Company and (assuming due authorization, execution and delivery thereof by the applicable Trustee) constitutes a valid and legally binding agreement of the Company, enforceable against the Company in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles.

(ix) [Include if the Underlying Securities related to the Underwritten Securities being sold pursuant to the Underwriting Agreement include Common Stock or Preferred Stock: [The Underlying Securities have been duly authorized and reserved for issuance by the Company upon exercise of the [Common Stock] [Preferred Stock] [upon conversion of the related [Preferred Stock] [Senior Debt Securities] [Subordinated Debt Securities]]. The Underlying Securities, when issued upon such [exercise] [conversion], will be validly issued, fully paid and non-assessable and will not be subject to

preemptive or other similar rights of any securityholder of the Company. No holder of the Underlying Securities is or will be subject to personal liability by reason of being such a holder.] [Include if the Underlying Securities related to the Underwritten Securities being sold pursuant to the Underwriting Agreement include Senior Debt Securities and/or Subordinated Debt Securities:] The Underlying Securities have been duly authorized for issuance by the Company [upon exercise of the Debt Securities] [upon conversion of the related Preferred Stock]. The Underlying Securities, when issued and authenticated in the manner provided for in the applicable Indenture and delivered in accordance with the terms of the [Debt Securities] [related Preferred Stock], will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles, and except further as enforcement thereof may be limited by (A) requirements that a claim with respect to any Debt Securities denominated other than in U.S. dollars (or a foreign or composite currency judgment in respect of such claim) be converted in U.S. dollars at a rate of exchange prevailing on a date determined pursuant to applicable law or (B) governmental authority to limit, delay or prohibit the making of payments outside the United States.

(x) there is no pending or, to the best knowledge of such counsel, threatened action, suit or proceeding before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries, of a character required to be disclosed in the Registration Statement which is not adequately disclosed in the Final Prospectus, and there is no franchise, contract or other document of a character required to be described in the Registration Statement or Final Prospectus, or to be filed as an exhibit, which is not described or filed as required; and the statements included or incorporated in the Final Prospectus describing any legal proceedings or material contracts or agreements relating to the Company fairly summarize such matters in all material respects;

(xi) the Registration Statement and any amendments thereto have become effective under the Act; to the best knowledge of such counsel, 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 Registration Statement, the Final Prospectus and each amendment thereof or supplement thereto as of their respective effective or issue dates (other than the financial statements and other financial and statistical information contained therein as to which such counsel need express no opinion) complied as to form in all material respects with the applicable requirements of the Act and the Exchange Act and the respective

rules thereunder; and such counsel has no reason to believe that the Registration Statement, or any amendment thereof, at the time it became effective and at the date of this Underwriting Agreement, 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 not misleading or that the Final Prospectus, as amended or supplemented, as of its date and as of the date hereof, 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;

(xii) this Underwriting Agreement has been and any Delayed Delivery Contracts, when executed, will have been duly authorized, executed and delivered by the Company;

(xiii) no consent, approval, authorization or order of any court or governmental agency or body is required for the consummation by the Company of the transactions contemplated herein or in the Delayed Delivery Contracts, except such as have been obtained under the Act and such as may be required under the blue sky laws of any jurisdiction in connection with the purchase and distribution of the Underwritten Securities by the Underwriters and such other approvals (specified in such opinion) as have been obtained;

(xiv) Neither the issue and sale of the Underwritten Securities, nor the consummation of any other of the transactions herein contemplated nor the fulfillment of the terms hereof or of any Delayed Delivery Contracts will conflict with, result in a breach of, or constitute a default under the Restated Certificate of Incorporation or By-laws of the Company or the terms of any indenture or other agreement or instrument known to such counsel and to which the Company is a party or bound, or any order or regulation known to such counsel to be applicable to the Company of any court, regulatory body, administrative agency, governmental body or arbitrator having jurisdiction over the Company; and

(xv) the Company is not now, and upon the sale of the Underwritten Securities to be sold by it hereunder and application of the net proceeds from such sale as described in the Final Prospectus under "Use of Proceeds" will

not be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

In rendering such opinion, such counsel may rely (A) as to matters involving the application of laws of any jurisdiction other than the corporate laws of the State of Delaware and the laws of the State of New York or the United States, to the extent deemed proper and specified in such opinion, upon the opinion of other counsel of good standing believed to be reliable and who are satisfactory to counsel for the Underwriters and (B) as to matters of fact, to the extent deemed proper, on certificates of responsible officers of the Company and public officials.

(c) The Representatives shall have received from counsel for the Underwriters, such opinion or opinions, dated the Closing Date, with respect to the matters set forth in Exhibit A hereto.

In giving such opinion, such counsel may rely, as to all matters governed by the laws of jurisdictions other than the law of the State of New York, the federal law of the United States and the General Corporation Law of the State of Delaware, upon the opinions of counsel satisfactory to the Representatives. Such counsel may also state that, insofar as such opinion involves factual matters, they have relied, to the extent they deem proper, upon certificates of officers of the Company and its subsidiaries and certificates of public officials, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(d) The Company shall have furnished to the Representatives a certificate of the Company, signed by a Co-Chairman of the Board, the President or a Vice President, and the principal financial or accounting officer of the Company, dated the Closing Date, to the effect that the signers of such certificate have carefully examined the Registration Statement, the Final Prospectus and this Underwriting Agreement and that:

(i) the representations and warranties of the Company in this Underwriting Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date and the Company has complied with all the agreements and satisfied all the

conditions on its part to be performed or satisfied at or prior to the Closing Date;

(ii) no stop order suspending the effectiveness of the Registration Statement, as amended, has been issued and no proceedings for that purpose have been instituted or, to the Company's knowledge, threatened; and

(iii) since the date of the most recent financial statements included in the Company's [annual] [quarterly] report on Form [10-K] [10-Q] for the [year] [quarter] ended [],

there has been no Material Adverse Effect, except as set forth in the Final Prospectus.

(e) At the Closing Date, the Company's independent accountants shall have furnished to the Representatives a letter or letters (which may refer to letters previously delivered to the Representatives), dated as of the Closing Date, in form and substance satisfactory to the Representatives, confirming that they are independent accountants within the meaning of the Act and the Exchange Act and the respective applicable published rules and regulations thereunder, that the response to Item 10 of the Registration Statement is correct insofar as it relates to them and stating in effect that:

(i) in their opinion the audited financial statements and financial statement schedules included or incorporated in the Registration Statement and the Final Prospectus and reported on by them comply in form in all material respects with the applicable accounting requirements of the Act and the Exchange Act and the related published rules and regulations;

(ii) on the basis of a reading of the amounts included or incorporated in the Registration Statement and the Final Prospectus in response to Item 301 of Regulation S-K and of the latest unaudited financial statements made available by the Company and its subsidiaries; carrying out certain specified procedures (but not an examination 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; a reading of the minutes of the meetings of the stockholders, directors and committees of the Company and the Subsidiaries; and inquiries of certain officials of the Company who have responsibility for financial and accounting matters of the Company and its subsidiaries as to transactions and events subsequent to the date of the most recent audited financial statements incorporated in the Registration Statement and the Final Prospectus, nothing came to their attention which caused them to believe that:

(1) the amounts in the unaudited Selected Consolidated Financial Data and Capitalization, if any, included in the Registration Statement and the Final Prospectus and the amounts included or incorporated in the Registration Statement and the Final Prospectus in response to Item 301 of Regulation S-K, do not agree with the corresponding amounts in the audited financial statements from which such amounts were derived;

(2) any unaudited financial statements included or incorporated in the Registration Statement and the Final Prospectus do not comply as to form in all material respects with 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; and said unaudited financial statements are not stated (except as permitted by Form 10-Q) in conformity with GAAP applied on a basis substantially consistent with that of the audited financial statements included or incorporated in the Registration Statement and the Final Prospectus; or

(3) with respect to the period subsequent to the date of the most recent financial statements included or incorporated in the Registration Statement and the Final Prospectus, there were any changes, at a specified date not more than five business days prior to the date of the letter, in the long-term debt of the Company and its subsidiaries or capital stock of the Company or decreases in the stockholders' equity of the Company and its subsidiaries as compared with the amounts shown on the most recent consolidated balance sheet included or incorporated in the Registration Statement and the Final Prospectus, or for the period from the date of the most recent financial statements included or incorporated in the Registration Statement and the Final Prospectus to such specified date there were any decreases, as compared with the corresponding period in the preceding year, in total revenues, or in total or per share amounts of income before income taxes or of net income, of the Company and its subsidiaries, except in all instances for changes or decreases set forth in such letter, in which case the letter shall be accompanied by an explanation by the Company as to the significance thereof unless said explanation is not deemed necessary by the Representatives; and

(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) set forth in the Registration Statement and the Final Prospectus and in Exhibit 12

to the Registration Statement, 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 Statement and the Final Prospectus, or in "Management's Discussion and Analysis of Financial Condition and Results of Operations" included or incorporated in the Company's quarterly reports on Form 10-Q or in any Form 8-K, incorporated in the Registration Statement and the Final Prospectus, agrees with the accounting records of the Company and its subsidiaries, excluding any questions of legal interpretation.

References to the Registration Statement and the Final Prospectus in this paragraph (e) are to such documents as amended and

supplemented at the date of the letter.

In addition, except as provided in Schedule I hereto, at the

time this Underwriting Agreement is executed, the Company's independent public accountants shall have furnished to the Representatives a letter or letters, dated the date of this Underwriting Agreement, in form and substance satisfactory to the Representatives, to the effect set forth above.

(f) Since the time of execution of this Underwriting Agreement, there shall not have occurred a downgrading in the rating assigned to the Company's debt securities by any "nationally recognized statistical rating organization," as defined by the Commission for purposes of Rule 436(g)(2) of the Act Regulations, and no such rating organization shall have publicly announced that it has under surveillance or review, with possible negative consequences, its rating of the Company's debt securities.

(g) At Closing Date, the Underwritten Securities shall have been approved for listing, subject only to official notice of issuance, if and as specified in Schedule I hereto.

(h) In the event that the Underwriters are granted an over-allotment option by the Company and the Underwriters exercise their option to purchase all or any portion of the Option Underwritten Securities, the representations and warranties of the Company contained herein and the statements in any certificates furnished by the Company or any of its subsidiaries hereunder shall be true and correct as of each

Closing Date, and, at the relevant Closing Date, the Representatives shall have received:

(i) A certificate, dated such Closing Date, of a Co-Chairman of the Board, the President or a Vice President of the Company and the principal financial officer or accounting officer of the Company, confirming that the certificate delivered at the Closing Date pursuant to Section 5(d) hereof remains true and correct as of such Closing Date.

(ii) The opinion of the General Counsel for the Company, dated the Closing Date, relating to the Option Underwritten Securities and otherwise to the same effect as the opinion required by Section 6(b) hereof.

(iii) The opinion of the counsel for the Underwriters, dated the Closing Date, relating to the Option Underwritten Securities and otherwise to the same effect as the opinion required by Section 6(c) hereof.

(iv) A letter from the Company's independent accountants, in form and substance satisfactory to the Representatives and dated such Closing Date, substantially in the same form and substance as the letter furnished to the Representatives pursuant to Section 6(e) hereof, except that the "specified date" on the letter furnished pursuant to this paragraph shall be a date not more than three business days prior to such Closing Date.]

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

(j) The Company shall have accepted Delayed Delivery Contracts in any case where sales of Contract Securities arranged by the Underwriters have been approved by the Company.

If any of the conditions specified in this Section 6 shall not have been fulfilled in all material respects when and as provided in this Underwriting Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Underwriting Agreement shall not be in all material respects reasonably satisfactory in form and substance to the Representatives and their counsel, this Underwriting Agreement and all obligations of the Underwriters hereunder may be canceled at, or at any time prior to, the Closing Date by the Representatives. Notice of such cancellation shall be given to the Company in writing or by telephone or telecopy confirmed in writing.

7. Reimbursement of Underwriters' Expenses. If the sale of the Underwritten Securities provided for herein is not consummated because any condition to the obligations of

the Underwriters set forth in Section 6 hereof is not satisfied, or because

of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Underwriters, or because of the termination of this Underwriting Agreement under Section 10, the Company will reimburse the

Underwriters severally upon demand for all out-of-pocket expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Underwritten Securities; such obligation of the Company to reimburse the Underwriters shall serve as the exclusive remedy of the Underwriters with respect to the Company.

8. Indemnification and Contribution. (a) The Company agrees to

indemnify and hold harmless each Underwriter and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the 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 (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement for the registration of the Securities as originally filed or in any amendment thereof, or in any Preliminary Prospectus or the Final Prospectus or in any amendment thereof 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, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided,

however, that (i) the Company will not be liable in any such case to the

extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for use in connection with the preparation thereof, (ii) such indemnity with respect to any Preliminary Prospectus shall not inure to the benefit of any Underwriter (or any person controlling such Underwriter) from whom the person asserting any such loss, claim, damage or liability purchased the Securities which are the subject thereof if such person did not receive a copy of the Final Prospectus (or the Final Prospectus as amended or supplemented) excluding documents incorporated therein by reference at or prior to the confirmation of the sale of such Underwritten Securities to such person in any case where such delivery is required by the Act and the untrue statement or omission of a material fact contained in any Preliminary Prospectus was corrected in the Final Prospectus (or the Final Prospectus as amended or supplemented), and (iii) such indemnity with respect to the Final Prospectus shall not inure to the benefit of any Underwriter (or any person controlling such Underwriter) with respect to the use of such Final Prospectus in any manner subsequent to the period during which the Act required the delivery thereof. This indemnity agreement will be in addition to any liability which the Company may otherwise have. The Company shall not, without the prior written consent of each indemnified party, settle or compromise or consent to the entry of

judgment in any pending or threatened action, claim, litigation or proceeding in respect of which indemnification may be sought hereunder (whether or not any indemnified party is a party thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such action, claim, litigation or proceeding and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(b) Each Underwriter severally agrees to indemnify and hold harmless the Company, each of its directors, each of its officers who signs the Registration Statement, and each person who controls the Company within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from the Company to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Company by or on behalf of such Underwriter through the Representatives specifically for use in the preparation of the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any Underwriter may otherwise have. The Company acknowledges that the statements set forth in the last paragraph of the cover page, the stabilization legend, under the heading "Plan of Distribution" and, if Schedule I hereto provides for

sales of Securities pursuant to delayed delivery arrangements, in the last sentence under the heading "Delayed Delivery Arrangements" in any Preliminary Prospectus or the Final Prospectus constitute the only information furnished in writing by or on behalf of the Underwriters for inclusion in the documents referred to in the foregoing indemnity, and you, as the Representatives, confirm that such statements are correct.

(c) Promptly after receipt by an indemnified party under this Section

8 of notice of the commencement of any action, such indemnified party will,

--
if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the

commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than under this Section 8. In case 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 therein, and to the extent that it may elect by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof, with counsel satisfactory to such indemnified party; provided, however, that if the defendants in

any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of its election so to assume the defense of such action and approval by the indemnified party of counsel, the indemnifying party will not be liable to such indemnified party under this Section 8 for any legal or other expenses subsequently incurred

by such indemnified party in connection with the defense thereof

unless (i) the indemnified party shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to the next preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel, approved by the Representatives in the case of paragraph

(a) of this Section 8, representing the indemnified parties under such

paragraph (a) who are parties to such action), (ii) the indemnifying party

shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the action or (iii) the indemnifying party has authorized the employment of counsel for the indemnified party at the expense of the indemnifying party; and except that, if clause (i) or (iii) is

applicable, such liability shall be only in respect of the counsel referred to in such clause (i) or (iii).

(d) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in paragraph (a) of this Section 8 is due in accordance with its terms but is for any reason

held by a court to be unavailable from the Company on grounds of policy or otherwise, the Company and the Underwriters shall contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) to which the Company and one or more of the Underwriters may be subject in such proportion so that the Underwriters are responsible for that portion represented by the percentage that the underwriting discount bears to the sum of such discount and the purchase price of the Securities specified in Schedule I hereto and the Company is responsible for the balance;

provided, however, that (y) in no case shall any Underwriter (except as

may be provided in any agreement among underwriters relating to the offering of the Underwritten Securities) be responsible for any amount in excess of the underwriting discount applicable to the Underwritten Securities purchased by such Underwriter hereunder and (z) no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who

controls an Underwriter within the meaning of the Act or the Exchange Act shall have the same rights to contribution as such Underwriter, and each person who controls the Company within the meaning of either the Act or the Exchange Act, each officer of the Company who shall have signed the Registration Statement and each director of the Company shall have the same rights to contribution as the Company, subject in each case to clause (y) of this paragraph (d).

Any party entitled to contribution will, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this paragraph (d), notify such party or parties from whom

contribution may be sought, but the omission to so notify such party or parties shall not relieve the party or parties from whom contribution may be sought from any other obligation it or they may have hereunder or otherwise than under this paragraph (d).

9. Default by an Underwriter. If any one or more Underwriters shall

fail to purchase and pay for any of the Underwritten Securities agreed to be purchased by such Underwriter or Underwriters hereunder and such failure to purchase shall constitute a default

in the performance of its obligations under this Underwriting Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions which the amount of Underwritten Securities set forth opposite their names in Schedule II hereto bears to the aggregate

amount of Underwritten Securities set forth opposite the names of all the remaining Underwriters) the Underwritten Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase; provided,

however, that in the event that the aggregate amount of Underwritten

Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate amount of Underwritten Securities set forth in Schedule II hereto, the remaining Underwriters shall have the

right to purchase all, but shall not be under any obligation to purchase any, of the Underwritten Securities, and if such nondefaulting Underwriters do not purchase all the Underwritten Securities, this Underwriting Agreement will terminate without liability to any nondefaulting Underwriter or the Company. In the event of a default by any Underwriter as set forth in this Section

9, the Closing Date shall be postponed for such period, not exceeding seven

days, as the Representatives shall determine in order that the required changes in the Registration Statement and the Final Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Underwriting Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company and any nondefaulting Underwriter for damages occasioned by its default hereunder.

10. Termination and Liabilities. (a) Termination. This Underwriting

Agreement shall be subject to termination in the absolute discretion of the Representatives, by notice given to the Company prior to delivery of and payment for the Underwritten Securities, if after the date of this Underwriting Agreement and prior to such time (i) there has been, since the respective dates as of which information is given in the Registration Statement, any Material Adverse Effect except as set forth in the Final Prospectus, (ii) there has occurred any outbreak of hostilities or material escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions, in each case the effect of which is such to make it, in the Underwriter's judgment, impracticable to market the Underwritten Securities or to enforce contracts for the sale of the Underwritten Securities, (iii) if trading in any securities of the Company shall have been suspended by the Commission, (iv) if trading generally on, the New York Stock Exchange has been suspended or limited, or minimum and maximum prices for trading have been fixed, or maximum ranges for prices for securities have been required, by said Exchange or by order of the Commission or any other governmental authority, or (v) a banking moratorium shall have been declared either by Federal or New York State authorities, or if the Underwritten Securities or any Underlying

Securities include Debt Securities denominated or payable in, or indexed to, one or more foreign or composite currencies, by the relevant authorities in the related foreign country or countries.

(b) Liabilities. If this Underwriting Agreement is terminated pursuant to this Section 10, such termination shall be without liability of any party to any other party except as provided in Sections 5 and 7 hereof, and provided further that Sections 1, 8 and 11 shall survive such termination and remain in full force and effect.

11. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers and of the Underwriters set forth in or made pursuant to this Underwriting Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or the Company or any of the officers, directors or controlling persons referred to in Section 8 hereof, and will survive delivery of and payment for the Underwritten Securities.

12. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Representatives, will be mailed, delivered, sent by or telegraphed and confirmed to them, at the address specified in Schedule I hereto; or, if sent to the Company, will be mailed, delivered or confirmed telecopy at 667 Madison Avenue, New York, New York 10021, attention of the Corporate Secretary.

13. Successors. This Underwriting Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and controlling persons referred to in Section 8 hereof, and no other person will have any right or obligation hereunder.

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

15. Counterparts. This Underwriting Agreement may be signed in various counterparts which together shall constitute one and the same instrument.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company and the Underwriter.

Very truly yours,

LOEWS CORPORATION

By: _____

Its: _____

The foregoing Agreement is hereby confirmed and accepted as of the date specified in Schedule I hereto.
- - - - -

By: _____

Its: _____

For itself and the other several Underwriters, if any, named in Schedule II to the _____ foregoing Agreement.

SCHEDULE I

Underwriting Agreement dated _____, _____

Registration Statement No. 333-_____

Representatives:

The Underwritten Securities shall have the following terms:

[Common Stock]

Title:
Number of shares:
Number of Option Underwritten Securities:
Initial public offering price per share: \$
Purchase price per share: \$
Listing requirements:
Black-out provisions:
Other terms and conditions:
Closing date and location:

[Preferred Stock]

Title:
Rank:
Ratings:
Number of shares:
Number of Option Underwritten Securities:
Dividend rate (or formula) per share: \$
Dividend payment dates:
Stated value: \$
Liquidation preference per share: \$
Redemption provisions:
Sinking fund requirements:
Conversion provisions:
Listing requirements:
Black-out provisions:
Initial public offering price per share:\$ _____ plus accumulated
dividends, if any, from _____
Purchase price per share: \$_____ plus accumulated dividends, if any,
from _____

Other terms and conditions:
Closing date and location:

[Debt Securities]

Title:
Rank:
Ratings:
Aggregate principal amount:
Denominations:
Currency of payment:
Interest rate or formula:
Interest payment dates:
Regular record dates:
Stated maturity date:
Redemption provisions:
Sinking fund requirements:
Conversion provisions:
Listing requirements:
Black-out provisions:
Fixed or Variable Price Offering:[Fixed] [Variable] Price Offering
If Fixed Price Offering, initial public offering price per share: ___%
of the principal amount, plus accrued interest [amortized original issue
discount], if any, from -----
Purchase price per share: % of principal amount, plus accrued interest

[amortized original issue discount], if any,
from _____

Form:
Other terms and conditions:
Closing date and location:

Delayed Delivery Arrangements:

Modification of items to be covered by the letter from the Company's independent
accountants delivered pursuant to Section 5(e) at the time this Underwriting
Agreement is executed:

SCHEDULE II

Underwriters

Principal Amount
of Securities to
be Purchased

Total.....

\$

SCHEDULE III

LOEWS CORPORATION

Delayed Delivery Contract

[Date]

Dear Ladies and Gentlemen:

The undersigned hereby agrees to purchase from Loews Corporation (the "Company"), and the Company agrees to sell to the undersigned, on ____ __, ____ (the "Delivery Date"), [_____] of the Company's [_____] (the "Securities") offered by the Company's Prospectus dated ____ __, ____ and related Prospectus Supplement dated ____ __, ____, receipt of a copy of which is hereby acknowledged, at a purchase price of _____, plus [accrued interest] [accrued dividends] [amortization of original issue discount], if any, thereon from ____ __, ____ to the date of payment and delivery, and on the further terms and conditions set forth in this contract.

Payment for the Securities to be purchased by the undersigned shall be made on or before 11:00 a.m., New York City time, on the Delivery Date to or upon the order of the Company in same day funds, at the office of the Company, 667 Madison Avenue, New York, New York, upon delivery to the undersigned of the Securities in definitive fully registered form and in such authorized denominations and registered in such names as the undersigned may request by written or telegraphic communication addressed to the Company not less than three full business days prior to the Delivery Date. If no request is received, the Securities will be registered in the name of the undersigned and issued in a denomination equal to the aggregate principal amount of Securities to be purchased by the undersigned on the Delivery Date.

The obligation of the undersigned to take delivery of and make payment for Securities on the Delivery Date, and the obligation of the Company to sell and deliver Securities on the Delivery Date, shall be subject to the conditions (and neither party shall incur any liability by reason of the failure thereof) that (1) the purchase of Securities to be made by the undersigned, which purchase the undersigned represents is not prohibited on the date hereof, shall not on the Delivery Date be prohibited under the laws of the jurisdiction to which the undersigned is subject, and (2) the Company, on or before the Delivery Date, shall have sold to certain underwriters (the "Underwriters") such [principal] amount of the Securities as is to be sold to them pursuant to the Underwriting Agreement referred to in the Prospectus and

Prospectus Supplement mentioned above. Promptly after completion of such sale to the Underwriters, the Company will mail or deliver to the undersigned at its address set forth below notice to such effect, accompanied by a copy of the opinion of counsel for the Company delivered to the Underwriters in connection therewith. The obligation of the undersigned to take delivery of and make payment for the Securities, and the obligation of the Company to cause the Securities to be sold and delivered, shall not be affected by the failure of any purchase to take delivery of and make payment for the Securities pursuant to other contracts similar to this contract.

This contract will inure to the benefit of and be binding upon the parties hereto and their respective successors, but will not be assignable by either party hereto without the written consent of the other.

It is understood that acceptance of this contract and other similar contracts is in the Company's sole discretion and, without limiting the foregoing, need not be on a first come, first served basis. If this contract is acceptable to the Company, it is required that the Company sign the form of acceptance below and mail or deliver one of the counterparts hereof to the undersigned at its address set forth below. This will become a binding contract between the Company and the undersigned, as of the date first above written, when such counterpart is so mailed or delivered.

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

Very truly yours,

(Name of Purchaser)

By _____
(Signature and Title of Officer)

(Address)

Accepted:
Loews Corporation

By _____
(Authorized Signature)

FORM OF OPINION OF UNDERWRITER'S COUNSEL

(1) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware.

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

(3) [Include if the Underwritten Securities being sold pursuant to the Underwriting Agreement include Common Stock--] The Underwritten Securities have been duly authorized by the Company for issuance and sale pursuant to the Underwriting Agreement. The Underwritten Securities, when issued and delivered by the Company pursuant to the Underwriting Agreement against payment of the consideration therefor specified in such Agreement, will be validly issued, fully paid and non-assessable and will not be subject to preemptive or other similar rights of any securityholder of the Company. No holder of the Underwritten Securities is or will be subject to personal liability by reason of being such a holder.

(4) [Include if the Underwritten Securities being sold pursuant to the Underwriting Agreement include Preferred Stock--] The Underwritten Securities have been duly authorized by the Company for issuance and sale pursuant to the Underwriting Agreement. The applicable Preferred Stock, when issued and delivered by the Company pursuant to the Underwriting Agreement against payment of the consideration therefor specified in the Underwriting Agreement, will be validly issued, fully paid and non-assessable and will not be subject to preemptive or other similar rights of any securityholder of the Company. No holder of such Preferred Stock is or will be subject to personal liability by reason of being such a holder.

(5) [Include if the Underwritten Securities being sold pursuant to the Underwriting Agreement include Senior Debt Securities and/or Subordinated Debt Securities--] The Underwritten Securities have been duly authorized by the Company for issuance and sale pursuant to the Underwriting Agreement. The Underwritten Securities, when issued and authenticated in the manner provided for in the applicable Indenture and delivered against payment of the consideration therefor specified in the Underwriting Agreement, will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles, and except further as enforcement thereof may be limited by (A) requirements that a claim with respect to any Debt Securities denominated other than in U.S. dollars (or a foreign or composite currency

judgment in respect of such claim) be converted into U.S. dollars at a rate of exchange prevailing on a date determined pursuant to applicable law or (B) governmental authority to limit, delay or prohibit the making of payments outside the United States. The Underwritten Securities are in the form contemplated by, and each registered holder thereof is entitled to the benefits of, the applicable Indenture.

(6) [Include if the Underwritten Securities being sold pursuant to the Underwriting Agreement include Senior Debt Securities and/or Subordinated Debt Securities or if Preferred Stock is convertible into Debt Securities--] The [Each] applicable Indenture has been duly authorized, executed and delivered by the Company and (assuming due authorization, execution and delivery thereof by the applicable Trustee) constitutes a valid and legally binding agreement of the Company, enforceable against the Company in accordance with its terms, except as of the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles.

(7) [Include if the Underlying Securities related to the Underwritten Securities being sold pursuant to the Underwriting Agreement include Common Stock or Preferred Stock--] The Underlying Securities have been duly authorized and reserved for issuance by the Company [upon exercise of the [Common Stock] [Preferred Stock]] [upon conversion of the related [Preferred Stock] [Senior Debt Securities] [Subordinated Debt Securities]]. The Underlying Securities, when issued upon such [exercise] [conversion], will be validly issued, fully paid and non-assessable and will not be subject to preemptive or other similar rights of any securityholder of the Company. No holder of the Underlying Securities is or will be subject to personal liability by reason of being such a holder. [Include if the Underlying Securities related to the Underwritten Securities being sold pursuant to the Underwriting Agreement include Senior Debt Securities and/or Subordinated Debt Securities--] The Underlying Securities have been duly authorized for issuance by the Company [upon conversion of the related [Preferred Stock]]. The Underlying Securities, when issued and authenticated in the manner provided for in the applicable Indenture and delivered in accordance with the terms of the [related Preferred Stock], will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles, and except further as enforcement thereof may be limited by (A) requirements that a claim with respect to any Debt Securities denominated other than in U.S. dollars (or a foreign or composite currency judgment in respect of such claim) be converted in U.S. dollars at a rate of exchange prevailing on a date determined pursuant to applicable law or (B) governmental authority to limit, delay or prohibit the making of payments outside the United States.

(8) The Underwritten Securities being sold pursuant to the Underwriting Agreement and the [each] applicable [Indenture] conform, and any Underlying Securities, when issued and delivered in accordance with the terms of the related Underwritten Securities, will

conform, in all material respect so the statements relating thereto contained in the Final Prospectus and are in substantially the form filed or incorporated by reference, as the case may be, as an exhibit to the Registration Statement.

(9) The information in the Final Prospectus under "Description of Underwritten Securities" and "Description of Underlying Securities," if any, or any caption purporting to describe any such Securities, to the extent that it constitutes matters of law, summaries of legal matters, the Company's Restated Certificate of Incorporation and By-laws or legal proceedings, or legal conclusions, has been reviewed by [us] and is correct in all material respects.

(10) The Registration Statement has been declared effective under the 1933 Act. Any required filing of the Final Prospectus pursuant to Rule 424(b) has been made in the manner and within the time period required by Rule 424(b). To the best of [our] [my] knowledge, no stop order suspending the effectiveness of the Registration Statement has been issued under the 1933 Act and no proceedings for that purpose have been initiated or are pending or threatened by the Commission.

(11) The Registration Statement and the Final Prospectus, excluding the documents incorporated by reference therein, and each amendment or supplement to the Registration Statement and Final Prospectus, excluding the documents incorporated by reference therein, as of their respective effective or issue dates (other than the financial statements and supporting schedules included therein or omitted therefrom and each Trustee's Statement of Eligibility on Form T-1 (the "Form T-1s"), as to which [we] [I] express no opinion) complied as to form in all material respects with the requirements as of the 1933 Act and the 1933 Act Regulations.

Nothing has come to [our] [my] attention that would lead [us] [me] to believe that the Registration Statement or any post-effective amendment thereto (except for financial statements and schedules and other financial and statistical data included therein or omitted therefrom and for the Form T-1s, as to which [we] [I] make no statement), at the time the Registration Statement or any post-effective amendment thereto (including the filing of the Company's Annual Report on Form 10-K with the Commission) became effective or at the date of the Underwriting Agreement, 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 (except for financial statements and schedules and other financial and statistical data included therein or omitted therefrom, as to which [we] [I] make no statement), at the time the Final Prospectus was issued, at the time any such amended or supplemented prospectus was issued or at the Closing Date, included or includes an untrue statement of a material fact or omitted or omits 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.

THIS SECOND SUPPLEMENTAL INDENTURE, dated as of February 18, 1997, is between LOEWS CORPORATION, a Delaware corporation (the "Company"), and THE CHASE MANHATTAN BANK, a New York corporation, as trustee (herein called the "Trustee").

PRELIMINARY STATEMENT

The Company and the Trustee have entered into an Indenture dated as of March 1, 1986 and a First Supplemental Indenture, dated as of March 30, 1993 (such Indenture, as supplemented is herein called the "Indenture").

Capitalized terms used but not otherwise defined herein, shall have the meanings given them in the Indenture.

Section 901 of the Indenture provides that, under certain circumstances, a supplemental indenture may be entered into by the Company and the Trustee without the consent of any Holders of Debt Securities. In accordance with the terms of Sections 901(6) and 901(9) of the Indenture, the Company has, by Board Resolution, authorized this Second Supplemental Indenture. The Trustee has determined that this Second Supplemental Indenture is in form satisfactory to it. This Second Supplemental Indenture modifies the terms of the Indenture only insofar as they are applicable to Debt Securities issued under the Indenture after the date of this Second Supplemental Indenture.

All things necessary to make this Second Supplemental Indenture a valid agreement of the Company and the Trustee and a valid amendment of and supplement to the Indenture have been done.

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE WITNESSETH:

For and in consideration of the premises, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Debt Securities issued under the Indenture from and after the date of this Second Supplemental Indenture, as follows:

1. Section 301(14) will be renumbered Section 301(15), and a new Section 301(14) will be added, as follows:

(14) the exchange or conversion of the Debt Securities of any series, at the option of the Holders thereof, for or into new Debt Securities of a different series or other securities or other property, including shares of capital stock of the Company or any subsidiary of the Company or securities directly or indirectly convertible into or exchangeable for any such shares; and

2. Section 501(5) will be modified by replacing the amount of "\$50,000,000" in the sixth line thereof with "\$100,000,000."

3. This Second Supplemental Indenture does not modify the Indenture in any respect with regard to Debt Securities issued thereunder prior to the date of this Second Supplemental Indenture, and the terms of such Debt Securities will not be modified by this Second Supplemental Indenture.

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

IN WITNESS WHEREOF, the Company and the Trustee have caused this Second Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized and the seal of the Company and the Trustee duly attested to be hereunto affixed all as of the day and year first above written.

LOEWS CORPORATION

[SEAL]

By: /s/ Gary W. Garson

Its: Vice President

THE CHASE MANHATTAN BANK

[SEAL]

By: /s/ Ronald Halleran

Its: Second Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 18th day of February, 1997, before me personally came Ronald Halleran to me known, who, being by me duly sworn, did depose and say that he resides at New York, New York; that he is a Second Vice President of THE CHASE MANHATTAN BANK, one of the banking corporations described herein and that executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation and that he signed his name thereto by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[NOTARIAL SEAL]

/s/ Della K. Benjamin

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 19th day of February, 1997, before me personally came Gary W. Garson, to me known, who, being by me duly sworn, did depose and say that he resides at New York, New York; that he is a Vice President of LOEWS CORPORATION, the corporation described herein and that executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation and that he signed his name thereto by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[NOTARIAL SEAL]

 /s/ Carol Doktorski

 Notary Public

THIS FIRST SUPPLEMENTAL INDENTURE, dated as of February 18, 1997, is between LOEWS CORPORATION, a Delaware corporation (the "Company"), and THE CHASE MANHATTAN BANK, a New York corporation, successor by merger to Chemical Bank, a New York corporation, successor by merger to Manufacturers Hanover Trust Company, as trustee (herein called the "Trustee").

PRELIMINARY STATEMENT

The Company and the Trustee have entered into an Indenture (herein called the "Indenture"), dated as of December 1, 1985. Capitalized terms used herein, not otherwise defined herein, shall have the meanings given them in the Indenture.

Section 901 of the Indenture provides that, under certain circumstances, a supplemental indenture may be entered into by the Company and the Trustee without the consent of any Holders of Debt Securities. In accordance with the terms of Sections 901(5) and 901(6) of the Indenture, the Company has, by Board Resolution, authorized this First Supplemental Indenture. The Trustee has determined that this First Supplemental Indenture is in form satisfactory to it. This First Supplemental Indenture modifies the terms of the Indenture only insofar as they are applicable to Debt Securities issued under the Indenture after the date of this First Supplemental Indenture.

All things necessary to make this First Supplemental Indenture a valid agreement of the Company and the Trustee and a valid amendment of and supplement to the Indenture have been done.

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH:

For and in consideration of the premises, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Debt Securities issued under the Indenture from and after the date of this First Supplemental Indenture, as follows:

1. Article One will be modified by the addition of the following definitions:

"Depository" means, unless otherwise specified by the Company pursuant to either Section 205 or 301, with respect to Debt Securities of any series issuable or issued as a Global Security, The Depository Trust Company, New York, New York, or any successor thereto registered as a clearing agency pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation.

"Global Security", when used with respect to any series of Debt Securities issued hereunder, means a Debt Security which is executed by the Company and authenticated and delivered by the Trustee to the Depository pursuant to the Depository's instruction, all in accordance with this Indenture and an indenture supplemental hereto, if any, or Board Resolution and pursuant to a Company Order, which Global Security shall be registered in the name of the Depository or its nominee and which shall represent, and shall be denominated in an amount equal to the aggregate principal amount of, all of the Outstanding Debt Securities of such series or any portion thereof, in either case having the same terms, including, without limitation, the same original issue date, date or dates on which principal is due, and interest rate or method of determining interest.

2. Article Two will be modified by the addition of a new Section 205 as follows:

Section 205. Debt Securities Issuable in the Form of a Global Security.

(a) If the Company shall establish pursuant to Sections 202 and 301 that the Debt Securities of a particular series are to be issued in whole or in part in the form of one or more Global Securities, then the Company shall execute and the Trustee or its agent shall, in accordance with Section 303 and the Company Order delivered to the Trustee or its agent thereunder, authenticate and deliver such Global Security or Global Securities, which (i) shall represent, and shall be denominated in an amount equal to the aggregate principal amount of, the Outstanding Debt Securities of such series to be represented by such Global Security or Global Securities, or such portion thereof as the Company shall specify in a Company Order, (ii) shall be registered in the name of the Depository for such Global Security or Global Securities or its nominee, (iii) shall be delivered by the Trustee or its agent to the Depository or its nominee pursuant to the Depository's instruction and (iv) shall bear a legend substantially to the following effect: "Unless this certificate is presented by an authorized representative of the Depository to the Company or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of the nominee of the Depository or in such other name as is requested by an authorized representative of the Depository (and any payment is made to the nominee of the Depository or to such other entity as is requested by an authorized representative of the Depository), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, the nominee of the Depository, has an interest herein."

(b) Notwithstanding any other provision of this Section 205 or of Section 305, and subject to the provisions of paragraph (c) below, unless the terms of a Global Security expressly permit

such Global Security to be exchanged in whole or in part for certificates representing Debt Securities, a Global Security may be transferred, in whole but not in part and in the manner provided in Section 305, only to a nominee of the Depository for such Global Security, or to the Depository, or a successor Depository for such Global Security selected or approved by the Company, or to a nominee of such successor Depository.

(c) (i) If at any time the Depository for a Global Security notifies the Company that it is unwilling or unable to continue as Depository for such Global Security or if at any time the Depository for the Global Securities for such series shall no longer be eligible or in good standing under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation, the Company shall appoint a successor Depository with respect to such Global Security. If a successor Depository for such Global Security is not appointed by the Company within 90 days after the Company receives notice or becomes aware of such ineligibility, the Company will execute, and the Trustee or its agent, upon receipt of a Company Request for the authentication and delivery of certificates representing Debt Securities of such series in exchange for such Global Security, will authenticate and deliver, certificates representing Debt Securities of such series of like tenor and terms in an aggregate principal amount equal to the principal amount of such Global Security in exchange for such Global Security.

(ii) The Company may at any time and in its sole discretion determine that the Debt Securities of any series or portion thereof issued or issuable in the form of one or more Global Securities shall no longer be represented by such Global Security or Global Securities. In such event the Company will execute, and the Trustee, upon receipt of a Company Request for the authentication and delivery of certificates representing Debt Securities of such series in exchange in whole or in part for such Global Security, will authenticate and deliver certificates representing Debt Securities of such series of like tenor and terms in definitive form in an aggregate principal amount equal to the principal amount of such Global Security or Global Securities representing such series or portion thereof in exchange for such Global Security or Global Securities.

(iii) If specified by the Company pursuant to Sections 202 and 301 with respect to Debt Securities issued or issuable in the form of a Global Security, the Depository for such Global Security may surrender such Global Security in exchange in whole or in part for certificates representing Debt Securities of such series of like tenor and terms in definitive form on such terms as are acceptable to the Company and such Depository. Thereupon the Company shall execute, and the Trustee or its agent shall authenticate and deliver, without a service charge, (1) to each

Holder specified by the Security Registrar or the Depository a certificate or certificates representing Debt Securities of the same series of like tenor and terms and of any authorized denomination as requested by such person in an aggregate principal amount equal to and in exchange for such Holder's beneficial interest as specified by the Security Registrar or the Depository in the Global Security; and (2) to such Depository a new Global Security of like tenor and terms and in an authorized denomination equal to the difference, if any, between the principal amount of the surrendered Global Security and the aggregate principal amount of certificates representing Debt Securities delivered to Holders thereof.

(iv) In any exchange provided for in any of the preceding three paragraphs, the Company will execute and the Trustee or its agent will authenticate and deliver certificates representing Debt Securities in definitive registered form in authorized denominations for Debt Securities of the same series or any integral multiple thereof. Upon the exchange of the entire principal amount of a Global Security for certificates representing Debt Securities, such Global Security shall be cancelled by the Trustee or its agent. Except as provided in the preceding paragraph, certificates representing Debt Securities issued in exchange for a Global Security pursuant to this Section shall be registered in such names and in such authorized denominations for Debt Securities of that series or any integral multiple thereof, as the Security Registrar or the Depository shall instruct the Trustee or its agent. The Trustee or the Security Registrar shall deliver at the Trustee's Corporate Trust Office such certificates representing Debt Securities to the Holders in whose names such Debt Securities are so registered.

3. The word "and" following Section 301(9) will be deleted, Section 301(10) will be renumbered Section 301(11), and a new Section 301(10) will be added, as follows:

(10) if the Debt Securities of the series shall be issued in whole or in part in the form of a Global Security or Global Securities, the terms and conditions, if any, upon which such Global Security or Global Securities may be exchanged in whole or in part for certificates representing Debt Securities, and the Depository for such Global Security or Global Securities; and

4. A new paragraph will be added to the end of Section 305, as follows:

None of the Trustee, any agent of the Trustee, any Paying Agent or the Depository will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests of a Global Security or

for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

5. Section 501(5) will be modified by replacing the amount of "\$10,000,000" in the sixth line thereof with "\$50,000,000".

6. This First Supplemental Indenture does not modify the Indenture in any respect with regard to Debt Securities issued thereunder prior to the date of this First Supplemental Indenture, and the terms of such Debt Securities will not be modified by this First Supplemental Indenture.

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

IN WITNESS WHEREOF, the Company and the Trustee have caused this First Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized and the seal of the Company and the Trustee duly attested to be hereunto affixed all as of the day and year first above written.

LOEWS CORPORATION

[SEAL]

By: /s/ Gary W. Garson

Its: Vice President

THE CHASE MANHATTAN BANK

[SEAL]

By: /s/ Ronald Halleran

Its: Second Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 18th day of February, 1997, before me personally came Ronald

Halleran to me known, who, being by me duly sworn, did depose and say that he

resides at New York, New York; that he is a Second Vice President of THE CHASE
MANHATTAN BANK, one of the banking corporations described herein and that
executed the above instrument; that he knows the seal of said corporation; that
the seal affixed to said instrument is such corporate seal; that it was so
affixed by the Board of Directors of said corporation and that he signed his
name thereto by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year in this certificate first above written.

[NOTARIAL SEAL]

/s/ Della K. Benjamin

Notary Public

-7-

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 19th day of February, 1997, before me personally came Gary W. -----

Garson, to me known, who, being by me duly sworn, did depose and say that he -----

resides at New York, New York; that he is a Vice President of LOEWS CORPORATION, the corporation described herein and that executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation and that he signed his name thereto by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[NOTARIAL SEAL]

/s/ Carol Doktorski

Notary Public

THIS SECOND SUPPLEMENTAL INDENTURE, dated as of February 18, 1997, is between LOEWS CORPORATION, a Delaware corporation (the "Company"), and THE CHASE MANHATTAN BANK, a New York corporation, successor by merger to Chemical Bank, successor by merger to Manufacturers Hanover Trust Company, as trustee (herein called the "Trustee").

PRELIMINARY STATEMENT

The Company and the Trustee have entered into an Indenture dated as of December 1, 1985 and a First Supplemental Indenture, dated as of February 18, 1997 (such Indenture, as supplemented is herein called the "Indenture").

Capitalized terms used but not otherwise defined herein, shall have the meanings given them in the Indenture.

Section 901 of the Indenture provides that, under certain circumstances, a supplemental indenture may be entered into by the Company and the Trustee without the consent of any Holders of Debt Securities. In accordance with the terms of Sections 901(6) and 901(9) of the Indenture, the Company has, by Board Resolution, authorized this Second Supplemental Indenture. The Trustee has determined that this Second Supplemental Indenture is in form satisfactory to it. This Second Supplemental Indenture modifies the terms of the Indenture only insofar as they are applicable to Debt Securities issued under the Indenture after the date of this Second Supplemental Indenture.

All things necessary to make this Second Supplemental Indenture a valid agreement of the Company and the Trustee and a valid amendment of and supplement to the Indenture have been done.

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE WITNESSETH:

For and in consideration of the premises, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Debt Securities issued under the Indenture from and after the date of this Second Supplemental Indenture, as follows:

1. The word "and" following Section 301(10) will be deleted, Section 301(11) will be renumbered Section 301(12), and a new Section 301(11) will be added, as follows:

(11) the exchange or conversion of the Debt Securities of any series, at the option of the Holders thereof, for or into new Debt Securities of a different series or other securities or other property, including shares of capital stock of the Company or any subsidiary of the Company or

securities directly or indirectly convertible into or exchangeable for any such shares; and

2. Section 501(5) will be modified by replacing the amount of "\$50,000,000" in the sixth line thereof with "\$100,000,000."

3. This Second Supplemental Indenture does not modify the Indenture in any respect with regard to Debt Securities issued thereunder prior to the date of this Second Supplemental Indenture, and the terms of such Debt Securities will not be modified by this Second Supplemental Indenture.

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

IN WITNESS WHEREOF, the Company and the Trustee have caused this Second Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized and the seal of the Company and the Trustee duly attested to be hereunto affixed all as of the day and year first above written.

LOEWS CORPORATION

[SEAL]

By: /s/ Gary W. Garson

Its: Vice President

THE CHASE MANHATTAN BANK

[SEAL]

By: /s/ Ronald Halleran

Its: Second Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 18th day of February, 1997, before me personally came Ronald Halleran to me known, who, being by me duly sworn, did depose and say that he resides at New York, New York; that he is a Second Vice President of THE CHASE MANHATTAN BANK, one of the banking corporations described herein and that executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation and that he signed his name thereto by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[NOTARIAL SEAL]

 /s/ Della K. Benjamin

 Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 19th day of February, 1997, before me personally came Gary W. Garson, to me known, who, being by me duly sworn, did depose and say that he resides at New York, New York; that he is a Vice President of LOEWS CORPORATION, the corporation described herein and that executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation and that he signed his name thereto by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[NOTARIAL SEAL]

 /s/ Carol Doktorski

 Notary Public

LOEWS
CORPORATION
667 Madison Avenue
New York, N.Y. 10021-8087

February 20, 1997

Loews Corporation
667 Madison Avenue
New York, New York 10021-8087

Gentlemen:

I am providing this opinion as General Counsel of Loews Corporation, a Delaware corporation (the "Company"), in connection with the preparation and

filing on the date hereof of a registration statement on Form S-3 with the Securities and Exchange Commission (the "Registration Statement") under the

Securities Act of 1933, as amended, relating to the proposed issuance and sale by the Company from time to time of the following securities, having an aggregate maximum offering price not to exceed \$1,000,000,000: (i) shares of the Company's common stock, par value \$1.00 per share (the "Common Stock"); (ii)

shares of the Company's preferred stock, par value \$0.10 per share (the

"Preferred Stock"), in one or more series to be designated; (iii) senior debt

securities (the "Senior Debt Securities") proposed to be issued under the

Indenture, dated as of March 1, 1986 (the "Senior Debt Indenture"), as

supplemented by a first supplemental indenture, dated as of March 30, 1993 (the "First Senior Debt Indenture Supplement"), and by a second supplemental

indenture (the "Second Senior Debt Indenture Supplement"), dated as of February

18, 1997, between the Company and The Chase Manhattan Bank, as Trustee (the

"Trustee"); and (iv) subordinated debt securities (the "Subordinated Debt

Securities") proposed to be issued under the Indenture, dated as of December 1,

1985 (the "Subordinated Debt Indenture"), as supplemented by a first

supplemental indenture, dated as of February 18, 1997 (the "First Subordinated

Debt Indenture Supplement"), and by a second supplemental indenture (the "Second

Subordinated Debt Indenture Supplement"), dated as of February 18, 1997, between

the Company and the Trustee. Each of the Senior Debt Indenture and the Subordinated Debt Indenture are sometimes referred to herein as an "Indenture";

each of the First Senior Debt Indenture Supplement, the First Subordinated Debt Indenture Supplement, the Second Senior Debt Indenture Supplement and the Second Subordinated Debt Indenture Supplement are sometimes referred to herein as a

"Supplement"; and references to an Indenture, the Senior Debt Indenture or the

Subordinated Debt Indenture shall mean references to such indenture as supplemented by each Supplement thereto.

In connection with the foregoing, I have examined the Company's Restated Certificate of Incorporation and By-laws, certain resolutions of the Company's Board of Directors and/or Executive Committee, the Registration Statement, the Indentures and the Supplements, in each case as of the date hereof. In addition, I have examined such other corporate records, agreements, certificates and other instruments as I have deemed relevant and necessary for the purpose of the opinions expressed herein and have made such other investigation as I have deemed appropriate. In such examination, I have assumed the genuineness of all signatures, the authenticity of all documents submitted to me as originals and the conformity to the original documents of all documents submitted to me as copies. As to any facts material to my opinion I have, when the relevant facts were not independently established, relied upon the aforesaid documents. In giving this opinion, I have assumed that each Indenture and each Supplement has been duly executed and delivered by, and constitutes the valid and binding obligation of, the Trustee.

I am a member of the Bar of the State of New York and do not express any opinion as to any matters governed by any laws other than the laws of the State of New York, the corporate laws of the State of Delaware and the federal laws of the United States of America.

Based upon and subject to the foregoing, I am of the opinion that:

1. The Senior Debt Indenture and each Supplement thereto have been duly authorized, executed and delivered by the Company and when (i) any Senior Debt Securities shall have been duly authorized in the manner required by the Senior Debt Indenture, (ii) the terms of such Senior Debt Securities shall have been duly established in the manner required by the Senior Debt Indenture, (iii) certificates for such Senior Debt Securities shall have been duly executed, issued and authenticated as provided in the Senior Debt Indenture and delivered in accordance with the Company's instructions and (iv) the Company shall have received the purchase price of, and any other consideration due for, such Senior Debt Securities, such Senior Debt Securities will constitute valid and binding obligations of the Company in accordance with their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights generally from time to time in effect and subject to general principles of equity).

2. The Subordinated Debt Indenture and each Supplement thereto have each been duly authorized, executed and delivered by the Company and when (i) any Subordinated Debt Securities shall have been duly authorized in the manner required by the Subordinated Debt Indenture, (ii) the terms of such Subordinated Debt Securities shall have been duly established in the manner required by the Subordinated Debt Indenture, (iii) certificates for such Subordinated Debt Securities shall have been duly executed, issued and authenticated as provided in the Subordinated Debt Indenture and delivered in accordance with the Company's instructions and (iv) the Company shall have received the purchase price of, and any other consideration due for, such Subordinated Debt Securities, such Subordinated Debt Securities will constitute valid and binding obligations of the Company in accordance with their terms (subject, as to the enforcement of remedies, to applicable bankruptcy,

reorganization, insolvency, moratorium or other similar laws affecting creditors' rights generally from time to time in effect and subject to general principles of equity).

3. The Preferred Stock has been duly authorized by the Company and when (i) the Board of Directors of the Company (or its authorized Committee) shall have adopted resolutions in form and content sufficient under applicable law, (ii) a Certificate of Designations establishing the terms of any series of Preferred Stock shall have been duly executed and acknowledged by the Company and filed and recorded in accordance with the requirements of the Company's Restated Certificate of Incorporation and By-laws and applicable law, (iii) certificates for shares of such series of Preferred Stock shall have been duly executed, issued and delivered and (iv) the Company shall have received the purchase price of, and any other consideration due for, such shares of Preferred Stock, such shares of Preferred Stock will constitute duly authorized, validly issued, fully paid and non-assessable shares of Preferred Stock of the Company (assuming for purposes of this paragraph that the Company shall have a sufficient number of authorized and unissued shares).

4. The Common Stock has been duly authorized by the Company and when (i) the Board of Directors of the Company (or its authorized Committee) shall have adopted resolutions in form and content sufficient under applicable law, (ii) certificates for shares of such Common Stock shall have been duly executed, issued and delivered and (iii) the Company shall have received the purchase price of, and any other consideration due for, such shares of Common Stock, such shares of Common Stock will constitute duly authorized, validly issued, fully paid and non-assessable shares of Common Stock of the Company (assuming for purposes of this paragraph that the Company shall have a sufficient number of authorized and unissued shares).

This opinion is rendered solely for your benefit in connection with the above-referenced transaction.

In addition, I hereby consent to the filing of this opinion by the Company as an exhibit to the Registration Statement and to the reference to me and to this opinion in the prospectus contained therein. This consent is not to be construed as an admission that I am a person whose consent is required to be filed with the Registration Statement under the Securities Act of 1933, as amended.

Very truly yours,

/s/ Barry Hirsch

Barry Hirsch, Esq.
Senior Vice President,
Secretary and General Counsel

Loews Corporation and Subsidiaries
 COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES
 (In millions, except ratios)

	Nine Months Ended SEPTEMBER 30		Year Ended DECEMBER 31				
	1996	1995	1995	1994	1993	1992	1991
Income (loss) before cumulative effect of changes in accounting principle.....	\$1,136.1	\$1,020.6	\$1,765.7	\$267.8	\$594.1	\$ (22.1)	\$ 904.3
Add or (Deduct):							
Undistributed income of associated companies.....		(8.5)	(10.0)	61.5	(46.2)	(23.1)	463.1
Income taxes (benefits).....	639.7	551.6	945.3	(9.0)	46.6	(388.7)	217.5
Minority interest.....	171.1	96.1	128.1	7.3	48.7	(107.7)	109.3
Fixed charges.....	1,946.9	1,659.8	2,829.1	327.6	643.2	(541.6)	1,694.2
	273.6	235.7	338.0	202.1	189.3	180.0	192.9
Income (loss) before cumulative effect of changes in accounting principle.....	\$2,220.5	\$1,895.5	\$3,167.1	\$529.7	\$832.5	\$(361.6)	\$1,887.1
Fixed charges:							
Interest expense.....	\$240.3	\$ 195.4	\$ 282.5	\$174.6	\$162.3	\$ 148.8	\$ 163.6
1/3 of rental expense.....	33.3	40.3	55.5	27.5	27.0	31.2	29.3
	\$273.6	\$ 235.7	\$ 338.0	\$202.1	\$189.3	\$ 180.0	\$ 192.9
Ratio of income before cumulative effect of changes in accounting principle to fixed charges (a).....	8.1x	8.0X	9.4x	2.6x(b)	4.4x(c)	(c)	9.8x(b)

- (a) The ratio of income before cumulative effect of changes in accounting principles to fixed charges was computed by dividing income before cumulative effect of changes in accounting principles available for fixed charges (income before cumulative effect of changes in accounting principles, undistributed income of associated companies, income taxes and minority interest, adjusted for interest expense, amortization of debt issuance costs and one-third of rent expense) by fixed charges. Fixed charges include (i) interest costs, (ii) amortization of debt issuance costs, and (iii) one-third of rent expense, which the Company believes represents the interest factor attributable to rent. Since no preferred stock was outstanding during the periods presented, the ratio of income before cumulative effect of changes in accounting principles to fixed charges and preferred stock dividends would be the same as the ratios presented here.
- (b) Income before cumulative effect of changes in accounting principles for the fiscal years ended December 31, 1994 and 1991 included \$91.6 and \$417.6, respectively, of distribution of CBS equity earnings.
- (c) Income before cumulative effect of changes in accounting principles was insufficient to cover fixed charges by \$541.6 for the year ended December 31, 1992. This deficit reflected a \$1,500.0 increase in claim reserves by Casualty with respect to its potential exposure to asbestos-related bodily injury cases, resulting in an after-tax charge of \$822.7 against the Company's net income for the year ended December 31, 1992. In 1993, the Company added \$500.0 to such claim reserve, resulting in an after-tax charge of \$270.1 against the company's net income for the year ended December 31, 1993.

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of Loews Corporation on Form S-3 of our report dated February 14, 1996, appearing in the Annual Report on Form 10-K of Loews Corporation for the year ended December 31, 1995 and to the reference to us under the heading "Experts" in the Prospectus which is part of this Registration Statement.

DELOITTE & TOUCHE LLP
February 20, 1997

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) _____

THE CHASE MANHATTAN BANK
(Exact name of trustee as specified in its charter)

NEW YORK 13-4994650
(State of incorporation (I.R.S. employer
if not a national bank) identification No.)

270 PARK AVENUE 10017
NEW YORK, NEW YORK (Address of principal executive offices) (Zip Code)

William H. McDavid
General Counsel
270 Park Avenue
New York, New York 10017
Tel: (212) 270-2611
(Name, address and telephone number of agent for service)

LOEWS CORPORATION
(Exact name of obligor as specified in its charter)

DELAWARE 13-2646102
(State or other jurisdiction of (I.R.S. employer
incorporation or organization) identification No.)

667 MADISON AVENUE
NEW YORK, NEW YORK (212) 545-2000 10021-8087
(Address of principal executive offices) (Zip Code)

DEBT SECURITIES
(Title of the indenture securities)

GENERAL

Item 1. General Information.

Furnish the following information as to the trustee:

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

New York State Banking Department, State House, Albany, New York 12110.

Board of Governors of the Federal Reserve System, Washington, D.C., 20551

Federal Reserve Bank of New York, District No. 2, 33 Liberty Street, New York, N.Y.

Federal Deposit Insurance Corporation, Washington, D.C., 20429.

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

Yes.

Item 2. Affiliations with the Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

Item 16. List of Exhibits

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

1. A copy of the Articles of Association of the Trustee as now in effect, including the Organization Certificate and the Certificates of Amendment dated February 17, 1969, August 31, 1977, December 31, 1980, September 9, 1982, February 28, 1985, December 2, 1991 and July 10, 1996 (see Exhibit 1 to Form T-1 filed in connection with Registration Statement No. 333-06249, which is incorporated by reference).

2. A copy of the Certificate of Authority of the Trustee to Commence Business (see Exhibit 2 to Form T-1 filed in connection with Registration Statement No. 33-50010, which is incorporated by reference. On July 14, 1996, in connection with the merger of Chemical Bank and The Chase Manhattan Bank (National Association), Chemical Bank, the surviving corporation, was renamed The Chase Manhattan Bank).

3. None, authorization to exercise corporate trust powers being contained in the documents identified above as Exhibits 1 and 2.

4. A copy of the existing By-Laws of the Trustee (see Exhibit 4 to Form T-1 filed in connection with Registration Statement No. 333-06249, which is incorporated by reference).

5. Not applicable.

6. The consent of the Trustee required by Section 321(b) of the Act (see Exhibit 6 to Form T-1 filed in connection with Registration Statement No. 33-50010, which is incorporated by reference. On July 14, 1996, in connection with the merger of Chemical Bank and The Chase Manhattan Bank (National Association), Chemical Bank, the surviving corporation, was renamed The Chase Manhattan Bank).

7. A copy of the latest report of condition of the Trustee, published pursuant to law or the requirements of its supervising or examining authority.

8. Not applicable.

9. Not applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939 the Trustee, The Chase Manhattan Bank, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York and State of New York, on the 18TH day of FEBRUARY, 1997.

THE CHASE MANHATTAN BANK

By /s/R. J. Halleran

R. J. Halleran
Second Vice President

Bank Call Notice

RESERVE DISTRICT NO. 2
 CONSOLIDATED REPORT OF CONDITION OF

The Chase Manhattan Bank
 of 270 Park Avenue, New York, New York 10017
 and Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System,

at the close of business September 30, 1996, in
 accordance with a call made by the Federal Reserve Bank of this
 District pursuant to the provisions of the Federal Reserve Act.

ASSETS

DOLLAR AMOUNTS
 IN MILLIONS

Cash and balances due from depository institutions:	
Noninterest-bearing balances and	
currency and coin	\$11,095
Interest-bearing balances	4,998
Securities:.....	
Held to maturity securities.....	3,231
Available for sale securities.....	38,078
Federal Funds sold and securities purchased under	
agreements to resell in domestic offices of the	
bank and of its Edge and Agreement subsidiaries,	
and in IBF's:	
Federal funds sold.....	8,018
Securities purchased under agreements to resell.....	731
Loans and lease financing receivables:	
Loans and leases, net of unearned income	\$130,513
Less: Allowance for loan and lease losses	2,938
Less: Allocated transfer risk reserve.....	27

Loans and leases, net of unearned income,	
allowance, and reserve.....	127,548
Trading Assets.....	48,576
Premises and fixed assets (including capitalized	
leases).....	2,850
Other real estate owned.....	300
Investments in unconsolidated subsidiaries and	
associated companies.....	92
Customer's liability to this bank on acceptances	
outstanding.....	2,777
Intangible assets.....	1,361
Other assets.....	12,204

TOTAL ASSETS.....	\$261,859
	=====

LIABILITIES

Deposits	
In domestic offices.....	\$ 80,163
Noninterest-bearing	\$30,596
Interest-bearing	49,567

In foreign offices, Edge and Agreement subsidiaries, and IBF's.....	65,173
Noninterest-bearing	\$ 3,616
Interest-bearing.....	61,557

Federal funds purchased and securities sold under agree- ments to repurchase in domestic offices of the bank and of its Edge and Agreement subsidiaries, and in IBF's	
Federal funds purchased.....	14,594
Securities sold under agreements to repurchase.....	14,110
Demand notes issued to the U.S. Treasury.....	2,200
Trading liabilities.....	30,136
Other Borrowed money:	
With a remaining maturity of one year or less.....	16,895
With a remaining maturity of more than one year.....	449
Mortgage indebtedness and obligations under capitalized leases.....	49
Bank's liability on acceptances executed and outstanding	2,764
Subordinated notes and debentures.....	5,471
Other liabilities.....	13,997
TOTAL LIABILITIES.....	246,001

Limited-Life Preferred stock and related surplus 550

EQUITY CAPITAL

Common stock.....	1,209
Surplus.....	10,176
Undivided profits and capital reserves.....	4,385
Net unrealized holding gains (Losses) on available-for-sale securities.....	(481)
Cumulative foreign currency translation adjustments.....	19
TOTAL EQUITY CAPITAL.....	15,308

TOTAL LIABILITIES, LIMITED-LIFE PREFERRED STOCK AND EQUITY CAPITAL.....	
	\$261,859
	=====

I, Joseph L. Sclafani, S.V.P. & Controller of the above-named bank, do hereby declare that this Report of Condition has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true to the best of my knowledge and belief.

JOSEPH L. SCLAFANI

We, the undersigned directors, attest to the correctness of this Report of Condition and 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 issued by the appropriate Federal regulatory authority and is true and correct.

WALTER V. SHIPLEY)	
EDWARD D. MILLER)	DIRECTORS
THOMAS G. LABRECQUE)	