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SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549  
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AMENDMENT NO. 1 TO  
FORM S-3  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933  
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SONOCO PRODUCTS COMPANY  
(Exact Name Of Registrant As Specified In Its Charter)

SOUTH CAROLINA  
(State or other jurisdiction  
Of incorporation or organization)

57-0248420  
(I.R.S. Employer  
Identification no.)

One North Second Street  
Post Office Box 160  
Hartsville, South Carolina 29551  
Telephone: 843-383-7000  
(Address, including zip code, and telephone number, including area code, of  
registrant's principal executive office)  
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F. TRENT HILL, JR.  
Vice President and Chief Financial Officer  
SONOCO PRODUCTS COMPANY  
One North Second Street  
Post Office Box 160  
Hartsville, South Carolina 29551  
Telephone: 843-383-7000  
(Name, address and telephone number,  
including area code, of agent for service)

Copies to:  
GEORGE S. KING, JR., ESQ.  
SUZANNE HULST CLAWSON, ESQ.  
HAYNSWORTH SINKLER BOYD, P.A.  
1426 Main Street, 12th Floor  
Columbia, South Carolina 29201  
(803) 779-3080  
facsimile (803) 765-1243

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Approximate date of commencement of proposed sale to public: From time to time  
after the effective date of this Registration Statement.

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

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

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

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

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

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Pursuant to Rule 429 under the Securities Act of 1933, the Prospectus herein also relates to and describes such aggregate principal amount of debt securities as shall result in aggregate proceeds to the Registrant of \$100,000,000, which debt securities are registered under Registration Statement No. 333-12701 of the Registrant.

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The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.  
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The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

Subject to completion, dated October \_\_, 2001

SONOCO PRODUCTS COMPANY

[LOGO] (R)

\$250,000,000

Debt Securities

We may offer from time to time debt securities. We will describe the specific terms of the debt securities in supplements to this prospectus. You should read this prospectus and the accompanying prospectus supplement carefully before you invest.

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Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.  
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We may offer the debt securities in amounts, at prices and on terms determined at the time of offering. We may sell the debt securities directly to you, through agents we select, or through underwriters and dealers we select. If we use agents, underwriters or dealers to sell the debt securities, we will name them and describe their compensation in a prospectus supplement.

The date of this Prospectus is \_\_\_, 2001.

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## RISK FACTORS

In addition to the other information set forth or incorporated by reference in this Prospectus, you should carefully consider the following risk factors before purchasing the Debt Securities.

Conditions in foreign countries where we operate may reduce our earnings.

We have operations throughout North and South America, Europe and Asia with facilities in 33 countries serving customers in 85 countries. In 2000, approximately 27% of our sales and 24% of our pretax income came from operations and sales outside of the United States. Accordingly, our revenues and income may be adversely affected by economic conditions, political situations and changing laws and regulations in those countries.

Foreign exchange rate fluctuations may reduce our earnings.

As a result of operating globally, we are exposed to market risk from changes in foreign exchange rates. We monitor these exposures and from time to time use currency swaps and forward foreign exchange contracts to hedge a portion of the net investment in foreign subsidiaries, foreign currency assets and liabilities, or forecasted transactions denominated in foreign currencies. Nonetheless, to the extent we have unhedged positions or our hedging procedures do not work as planned, fluctuating currencies could reduce our sales and net income. Our financial performance is directly affected by exchange rates by translations into U. S. dollars for financial reporting purposes of the assets and liabilities of our foreign operations conducted in local currencies.

We may encounter difficulties arising from integrating acquisitions, restructuring our operations or closing or disposing of facilities.

We have completed acquisitions, closed higher cost facilities, sold non-core assets, and otherwise restructured our operations in an effort to improve our cost competitiveness and profitability. Some of these activities are ongoing, and we cannot guarantee that any such activities will not divert the

attention of management or disrupt our ordinary operations or those of our subsidiaries. Moreover, our production capacity or the actual amount of products we produce may be reduced as a result of these activities.

We have made numerous acquisitions in recent years, are currently involved in a number of acquisitions and actively seek new acquisitions that meet our criteria. Acquired businesses may not achieve the levels of revenue, profit or productivity or otherwise perform as we expect.

Acquisitions also involve special risks, including without limitation the potential assumption of unanticipated liabilities and contingencies and

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difficulties in integrating acquired businesses. While we believe that our acquisitions will improve our competitiveness and profitability, we can give no assurance that acquisitions will be successful or accretive to earnings.

We are subject to environmental regulations and liabilities that could weaken our operating results.

Federal, state, provincial, foreign and local environmental requirements, particularly those relating to air and water quality, are a significant factor in our business. In the past we have had, and in the future may face, environmental liability for the costs of remediating soil or groundwater that is or was contaminated by us or a third party at various sites which are now or were previously owned or operated by us. Legal proceedings may result in the imposition of fines or penalties as well as mandated remediation programs that require substantial, and in some instances, unplanned capital expenditures. There also may be similar liability at sites with respect to which either we have received, or in the future may receive, notice that we may be a potentially responsible party and which are the subject of cleanup activity under the Comprehensive Environmental Response, Compensation and Liability Act, analogous state laws and other laws concerning hazardous substance contamination.

We have incurred in the past and may incur in the future, fines and penalties relating to environmental matters and costs relating to the damage of natural resources, lost property values and toxic tort claims. We have made expenditures to comply with environmental regulations and expect to make additional expenditures in the future. As of July 1, 2001, we had approximately \$4 million reserved for environmental liabilities. However, we could incur additional expenditures due to changes in law or the discovery of new information, and those expenditures could have a material adverse effect on our operating results.

Raw materials price increases may reduce our earnings.

Many of the raw materials we use are commodities purchased from third parties. Principal examples are recovered paper and resin. Prices of these commodities are subject to substantial fluctuations which are beyond our control and can adversely affect our profitability. Even though many of our long term contracts with buyers of our products permit limited price adjustments to reflect increased raw material costs and even though we may increase our prices in an effort to offset increases in raw materials costs, such adjustments may not occur quickly enough or be sufficient to prevent adverse effects on earnings.

Energy price increases may reduce our earnings.

Our manufacturing operations require the use of substantial amounts of electricity and natural gas. These are subject to significant price fluctuations as the result of changes in overall supply and demand. Increases in energy costs can adversely affect our earnings.

## ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the SEC using a "shelf" registration process. Under this shelf registration process, we may sell in one or more offerings up to a total dollar amount of \$250,000,000 of debt securities.

This prospectus provides you with a general description of the debt securities we may sell. Each time we sell debt securities, we will provide a prospectus supplement that will contain specific information about the terms of that offering. The prospectus supplement also may add to, update or change information contained in this prospectus.

You should read both this prospectus and any prospectus supplement together with additional information described under the caption "Where You Can Find More Information." We may only use this prospectus to sell debt securities if it is accompanied by a prospectus supplement.

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### WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. Our SEC file number is 0-516. Our SEC filings are available to the public over the Internet at the SEC's web site at <http://www.sec.gov>. You may also read and copy any document we file with the SEC at its public reference facilities at 450 Fifth Street, N.W., Washington, D.C. 20549. You may also obtain copies of the documents at prescribed rates by writing to the Public Reference Section of the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference facilities. Our SEC filings are also available at the office of the New York Stock Exchange, 20 Broad Street, 7th Floor, New York, New York 10005. For further information on obtaining copies of our public filings at the New York Stock Exchange, you should call (212) 656-5060.

The SEC allows us to "incorporate by reference" the information that we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus and information that we subsequently file with the SEC will automatically update and supersede information in this prospectus and in our other filings with the SEC. We incorporate by reference the documents listed below, which we have already filed with the SEC, and any future filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 prior to termination of this offering:

- o Our Annual Report on Form 10-K for the year ended December 31, 2000;
- o Our Amended Annual Report on Form 10-K/A for the year ended December 31, 2000 (amended for the purpose of furnishing the financial statements required by Form 11-K with respect to the Sonoco Savings Plan as permitted by Rule 15d-21 under the Securities Exchange Act of 1934);
- o Our Quarterly Reports on Form 10-Q for the quarters ended April 1, 2001 and July 1, 2001; and
- o Our current report on Form 8-K, dated September 11, 2001.

We will provide you free copies of these filings, other than exhibits to filings unless the exhibits are specifically incorporated by reference into a

filing, if you write or call us at:

Sonoco Products Company  
Attn: Charles J. Hupfer, Vice President, Treasurer and Secretary  
One North Second Street  
P.O. Box 160  
Hartsville, South Carolina 29551-0160  
Telephone: (843) 383-7000.

We have also filed a registration statement with the SEC relating to the debt securities described in this prospectus. This prospectus is part of the registration statement. You may obtain from the SEC a copy of the registration statement and exhibits that we filed with the SEC when we registered the debt securities. The registration statement contains additional information that may be important to you.

You should rely only on the information contained or incorporated by reference in this prospectus or the applicable prospectus supplement. We have not authorized anyone else to provide you with additional or different information. We are only offering these debt securities in states where the offer is permitted. You should not assume that the information in this prospectus or the applicable prospectus supplement is accurate as of any date other than the dates on the front of those documents, unless the information specifically indicates that another date applies.

Unless the context requires otherwise, references to "we," "us," and "our" mean Sonoco Products Company and its subsidiaries.

#### SONOCO PRODUCTS COMPANY

We are a South Carolina corporation founded in Hartsville, South Carolina in 1899. We are a major global manufacturer of paperboard-based and other industrial and consumer packaging products. We are also vertically integrated into paperboard production and recovered paper collection, which means that the paperboard used in our packaging products is produced substantially from recovered paper our subsidiaries collect. We operate an extensive network of plants in the United States and have subsidiaries in Asia, Europe, Canada, Mexico, South America, Australia, and New Zealand, and affiliates in numerous locations around the world. We have made a number of acquisitions, and we expect to acquire additional companies that we believe provide meaningful opportunities in industrial and consumer markets. We may also dispose of operations when we believe that doing so is consistent with our overall goals and strategies. Our principal executive offices are located at One North Second Street, P.O. Box 160, Hartsville, South Carolina 29551-0160, Telephone No. (843) 383-7000.

#### FORWARD-LOOKING STATEMENTS

This prospectus includes and incorporates by reference "forward-looking statements" within the meaning of the securities laws. All statements that are not historical facts are "forward-looking statements." The words "estimate," "project," "intend," "expect," "believe," "anticipate" and similar expressions identify forward-looking statements. Forward-looking statements include, but are not limited to, statements regarding offsetting high raw material costs, adequacy of income tax provisions, refinancing of debt, adequacy of cash flows, effects of acquisitions and dispositions, and financial strategies and the

results expected from them.

These forward-looking statements are based on current expectations, estimates and projections about our industry, management's beliefs, and assumptions made by management. Such information includes, without limitation, discussions as to estimates, expectations, beliefs, plans, strategies, and objectives concerning our future financial and operating performance. These statements are not guarantees of future performance and are subject to risks, uncertainties and assumptions that are difficult to predict. Therefore, actual results may differ materially from those expressed or forecasted in such forward-looking statements. The risks and uncertainties include, without limitation:

- o availability and pricing of raw materials;
- o success of new product development and introduction;
- o ability to maintain or increase productivity levels;
- o international, national and local economic and market conditions;
- o ability to maintain market share;
- o pricing pressures and demand for products;
- o continued strength of our paperboard-based engineered carrier and composite can operations;
- o anticipated results of restructuring activities;
- o ability to successfully integrate newly acquired businesses into the Company's operations;
- o currency stability and the rate of growth in foreign markets; and
- o actions of government agencies.

#### USE OF PROCEEDS

Except as we otherwise set forth in a prospectus supplement, we intend to use the net proceeds from the sale of the debt securities for general corporate purposes, including working capital, capital expenditures and the repayment or reduction of bank indebtedness and commercial paper obligations.

#### RATIO OF EARNINGS TO FIXED CHARGES

The following table shows for the periods indicated:

- o our ratio of earnings to fixed charges, as well as
- o our ratio of earnings adjusted to exclude gains or losses on assets held for sale to fixed charges.

	Six Months Ended July 1, 2001	2000	Years Ended December 31			
	-----	----	1999	1998	1997	1996
			-----	-----	-----	-----
Ratio of Earnings to Fixed Charges .....	2.71x	4.53x	5.27x	5.95x	1.92x	5.03x
Ratio of Earnings (adjusted) to Fixed Charges .....	2.71x	4.46x	5.22x	4.49x	5.18x	5.03x

For purposes of these calculations, "earnings" consist of income from operations before income taxes, fixed charges and amortization of capitalized interest, less capitalized interest. "Earnings (adjusted)" consist of earnings

as described in the preceding sentence plus or minus gains or losses, respectively, on assets held for sale. "Fixed charges" consist of interest on all indebtedness, capitalized interest, amortization of bond discounts and the portion of rental expense considered to be representative of the interest factor.

#### DESCRIPTION OF THE DEBT SECURITIES

We may from time to time issue debt securities, consisting of notes, debentures or other evidences of indebtedness, in one or more series under an Indenture dated as of June 15, 1991 between us and The Bank of New York, as Successor Trustee. The Indenture is included as an exhibit to the Registration Statement of which this Prospectus is a part. When we use the term "Debt Securities" in this Prospectus and the accompanying Prospectus Supplement, we are referring to all of the Debt Securities that may be issued under the Indenture, and not merely to the debt securities we are offering under this Prospectus and the accompanying Prospectus Supplement. We refer to the Debt Securities we are offering under this Prospectus and the accompanying Prospectus Supplement as the "Offered Debt Securities."

Because the following is only a summary of the Indenture and the Debt Securities, it does not contain all information that you may find useful. For further information about the Indenture and the Debt Securities, you should read the Indenture and the accompanying Prospectus Supplement. Whenever we refer to particular provisions of the Indenture or terms that are defined in the Indenture, those provisions or defined terms are incorporated by reference into this Prospectus.

The covenants in the Indenture do not necessarily protect you from a decline in our credit quality due to highly-leveraged or other transactions or events involving us.

#### General

The Debt Securities will be our unsecured obligations and will rank equally with all of our other currently outstanding unsecured and unsubordinated indebtedness. Except as described under "Certain Covenants of the Company," the Indenture does not limit us or any of our Subsidiaries from incurring more indebtedness or issuing more securities. The Indenture does not restrict us or our Subsidiaries from incurring unsecured Indebtedness and does not contain financial or similar restrictions on us or any of our Subsidiaries. Our rights and the rights of our creditors, including holders of debt securities, to participate in any distribution of assets of any of our Subsidiaries upon the Subsidiary's liquidation or reorganization or otherwise are effectively

subordinated to the claims of the Subsidiary's creditors, except to the extent that we or any of our creditors may be a creditor of that Subsidiary.

The Debt Securities of any series may be issued in definitive form or, if provided in the Prospectus Supplement relating to the series, may be represented in whole or in part by a global Security or Securities, which will be deposited with, or on behalf of, The Depository Trust Company, New York, New York, or other successor depository that we may appoint (the "Depository"), and registered in the name of the Depository's nominee. Each Debt Security represented by a global Security is referred to in this Prospectus as a "Book-Entry Security."

The Indenture does not limit the amount of Debt Securities or of any particular series of Offered Debt Securities that may be issued thereunder or otherwise and provides that Debt Securities may be issued thereunder from time to time in one or more series. All Debt Securities of one series need not be issued at the same time and, unless otherwise provided, a series may be



reopened, without notice to or the consent of any holder, for issuances of additional Debt Securities of that series, and the additional Debt Securities will be consolidated and form a single series with those Debt Securities.

You should look in the Prospectus Supplement for the following terms of the Offered Debt Securities:

- o the title of the Offered Debt Securities;
- o any limit on the aggregate principal amount of the Offered Debt Securities;
- o the price (expressed as a percentage of the aggregate principal amount thereof) at which the Offered Debt Securities will be issued;
- o the date or dates on which the principal of the Offered Debt Securities will be payable;
- o the rate or rates (which may be fixed or variable) per annum at which the Offered Debt Securities will bear interest, if any, or the method of determining such rate or rates;
- o the date or dates from which interest, if any, on the Offered Debt Securities will accrue or the method of determining such date or dates, the dates on which interest, if any, will be payable, the date on which payment of interest, if any, will commence, and the regular record dates for interest payment dates, if any;
- o the period or periods within which, the price or prices at which and the terms and conditions upon which the Offered Debt Securities may be redeemed, in whole or in part, at our option;
- o our obligation, if any, to redeem or purchase Offered Debt Securities pursuant to any sinking fund or analogous provisions or at the option of a Holder, and the periods within, the prices at, and the terms and conditions upon which such Offered Debt Securities shall be redeemed or purchased;
- o if it is other than the principal amount, the amount of Offered Debt Securities which shall be payable upon declaration of acceleration of the maturity thereof;
- o if other than U.S. dollars, the currency (including composite currencies) in which payment of principal of (and premium, if any) and/or interest on the Offered Debt Securities shall be payable;
- o any currency (including composite currencies) other than the stated currency of the Offered Debt Securities in which the principal of (and premium, if any) and/or interest on the Offered Debt Securities may, at our election or the election of the Holders, be payable, and the periods within which, and terms and conditions upon which, such election may be made;

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- o if the amount of payments of principal of (and premium, if any) and/or interest on the Offered Debt Securities may be determined with reference to an index based on a currency (including composite currencies) other than the stated currency of the Debt Securities, the manner in which such amounts shall be determined;
- o our right, if any, to defease the Offered Debt Securities or certain covenants under the Indenture;
- o whether any of the Offered Debt Securities shall be Book-Entry Securities and, in such case, the Depositary for such Book-Entry

Securities;

- o the terms and conditions, if any, pursuant to which the Debt Securities may be converted or exchanged for the cash value of other securities issued by us or by a third party; and
- o any other terms relating to the Offered Debt Securities (which are not inconsistent with the Indenture).

Unless otherwise provided and except with respect to Book-Entry Securities, principal of and premium, if any, and interest, if any, on the Debt Securities will be payable, and the transfer of the Debt Securities will be registrable, at the Corporate Trust Office of the Trustee. We have the option of paying interest by mailing a check to, or making a wire transfer to, the Holders of record entitled to the payment.

For a description of payments of principal of, premium, if any, and interest on, and transfer of, Book-Entry Securities, and exchanges of global Securities representing Book-Entry Securities, see "Book-Entry Securities."

Unless otherwise indicated in the Prospectus Supplement relating thereto and except with respect to Book-Entry Securities, the Debt Securities will be issued only in fully registered form without coupons and in denominations of \$1,000 or any multiple thereof. No service charge will be made for any registration of transfer or exchange of the Offered Debt Securities, but we may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Debt Securities may be issued under the Indenture as Original Issue Discount Securities to be offered and sold at a substantial discount below their stated principal amount. Federal income tax consequences and other special considerations applicable to any such Original Issue Discount Securities will be described in the Prospectus Supplement relating thereto. "Original Issue Discount Security" means any security which provides for the declaration of acceleration of the maturity of an amount less than the principal amount thereof upon the occurrence of an Event of Default and the continuation thereof.

Certain Covenants of The Company

Restriction on Liens

The Indenture provides that, so long as any Debt Securities are Outstanding, we will not issue, assume or guarantee, and we will not permit any Domestic Subsidiary to issue, assume or guarantee, any Indebtedness which is secured by a mortgage, pledge, security interest, lien or encumbrance (any mortgage, pledge, security interest, lien or encumbrance is referred to as a "lien" or "liens") of or upon any of our currently owned or later acquired assets, or any such assets of a Domestic Subsidiary without effectively providing that the Debt Securities (together with, if we shall so determine, any of our other Indebtedness that ranks equally with the Debt Securities) shall be equally and ratably secured by a lien ranking ratably with and equal to (or at our option, prior to) such secured Indebtedness; provided, however, that the foregoing restriction shall not apply to:

- o liens on any assets of any corporation existing at the time such corporation becomes a Domestic Subsidiary;
- o liens on any assets existing at the time of our acquisition of such assets or acquisition of such assets by a Domestic Subsidiary, or

liens to secure the payment of all or any part of the purchase price of such assets upon our acquisition of such assets or acquisition of such assets by a Domestic Subsidiary or to secure any Indebtedness incurred, assumed or guaranteed by us or a Domestic Subsidiary prior to, at the time of, or within 180 days after such acquisition (or in the case of real property, the completion of construction (including any improvements on an existing asset) or commencement of full operation of such asset, whichever is later) which Indebtedness is incurred, assumed or guaranteed for the purpose of financing all or any part of the purchase price thereof or, in the case of real property, construction or improvements thereon; provided, however, that in the case of any such acquisition, construction or improvement, the lien shall not apply to any assets theretofore owned by us or a Domestic Subsidiary, other than, in the case of any such construction or improvement, any real property on which the property so constructed, or the improvement, is located;

- o liens on any assets to secure Indebtedness of a Domestic Subsidiary to us or to any wholly owned Domestic Subsidiary;
- o liens on any assets of a corporation existing at the time such corporation is merged into or consolidated with us or a Domestic Subsidiary or at the time of a purchase, lease or other acquisition by us or a Domestic Subsidiary of the assets of a corporation or firm as an entirety or substantially as an entirety;
- o liens on any of our assets or assets of a Domestic Subsidiary in favor of the United States or any State thereof, or any department, agency or instrumentality or political subdivision of the United States or any State thereof, or in favor of any other country, or any political subdivision thereof, to secure partial, progress, advance or other payments pursuant to any contract or statute or to secure any Indebtedness incurred or guaranteed for the purpose of financing all or any part of the purchase price (or, in the case of real property, the cost of construction) of the assets subject to such liens (including, but not limited to, liens incurred in connection with pollution control, industrial revenue or similar financings);
- o any extension, renewal or replacement (or successive extensions, renewals or replacements) in whole or in part of any lien referred to in the foregoing clauses; provided, however, that the principal amount of Indebtedness secured thereby shall not exceed the principal amount of Indebtedness so secured at the time of such extension, renewal or replacement, and that such extension, renewal or replacement shall be limited to all or a part of the assets which secured the lien so extended, renewed or replaced (plus improvements and construction on real property);
- o liens not permitted by the clauses above if at the time of, and after giving effect to, the creation or assumption of any such lien, the aggregate amount of all of our Indebtedness and all Indebtedness of our Domestic Subsidiaries secured by all such liens not so permitted by the clauses above together with the Attributable Debt in respect of Sale and Lease-Back Transactions permitted by the Indenture do not exceed 10% of Consolidated Net Tangible Assets.

#### Restriction on Sale and Lease-Back Transactions

The Indenture also provides that we will not, and will not permit any Subsidiary to, enter into any arrangement with any person providing for the leasing by us or a Domestic Subsidiary of any property or assets, other than any such arrangement involving a lease for a term, including renewal rights for not more than 3 years, whereby such property or asset has been or is to be sold or transferred by us or any Domestic Subsidiary to such person (referred to as a "Sale and Lease-Back Transaction"), unless:

- o we or such Domestic Subsidiary would, at the time of entering into a Sale and Lease-Back Transaction, be entitled to incur

Indebtedness secured by a lien on the property or asset to be leased in an amount at least equal to the Attributable Debt in respect of such Sale and Lease-Back Transaction without equally and ratably securing the Debt Securities pursuant to the Indenture; or

- o the proceeds of the sale of the property or assets to be leased are at least equal to the fair value of such property or assets

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(as determined by our Board of Directors) and an amount equal to the net proceeds from the sale of the property or assets so leased is applied, within 180 days of the effective date of any such Sale and Lease-Back Transaction, to the purchase or acquisition (or, in the case of property, the construction) of property or assets or to the retirement (other than at maturity or pursuant to a mandatory sinking fund or redemption provision) of Debt Securities or of our Funded Indebtedness or Funded Indebtedness of a consolidated Domestic Subsidiary ranking on a parity with or senior to the Debt Securities.

#### Applicability of Covenants

Any series of Debt Securities may provide that any one or more of the covenants described above shall not be applicable to the Securities of such series if certain conditions are met.

#### Certain Definitions

"Attributable Debt", when used in connection with a Sale and Lease-Back transaction referred to above, means, as of any particular time, the aggregate of present values (discounted at a rate per annum equal to the average interest borne by all Outstanding Securities determined on a weighted average basis and compounded semi-annually) of our obligations or obligations of any Subsidiary for net rental payments during the remaining term of all leases (including any period for which such lease has been extended or may, at the option of the lessor, be extended). The term "net rental payments" under any lease of any period means the sum of the rental and other payments required to be paid in such period by the lessee thereunder, not including, however, any amounts required to be paid by such lessee (whether or not designated as rental or additional rental) on account of maintenance and repairs, reconstruction, insurance, taxes, assessments, water rates or similar charges required to be paid by such lessee thereunder or any amounts required to be paid by such lessee thereunder contingent upon the amount of sales, maintenance and repairs, reconstruction, insurance, taxes, assessments, water rates or similar charges.

"Consolidated Net Tangible Assets" means at any date, the total assets appearing on our most recently prepared consolidated balance sheet as of the end of a fiscal quarter, prepared in accordance with generally accepted accounting principles at the time of calculation, less (a) all current liabilities as shown on such balance sheet and (b) intangible assets.

"Intangible assets" means the value (net of any applicable reserves), as shown on or reflected in such balance sheet of: (i) all trade names, trademarks, licenses, patents, copyrights and goodwill; (ii) organizational costs; and (iii) deferred charges (other than prepaid items such as insurance, taxes, interest, commissions, rents and similar items and tangible assets being amortized); but in no event shall the term "intangible assets" include product development costs.

"Domestic Subsidiary" means any Subsidiary (a) incorporated under the laws of the United States or any state, territory or possession thereof, or the Commonwealth of Puerto Rico, (b) the operations of which are substantially conducted in the United States or its territories or possessions, or in the Commonwealth of Puerto Rico, or (c) a substantial portion of the assets of which

are located in the United States or its territories or possessions or in the Commonwealth of Puerto Rico. A "wholly owned Domestic Subsidiary" is any Domestic Subsidiary of which all Outstanding securities having the voting power to elect the Board of Directors of such Domestic Subsidiary (irrespective of whether or not at the time securities of any other class or classes of such Domestic Subsidiary shall have or might have voting power by reason of the happening of any contingency) are at the time directly or indirectly owned or controlled by us, or by one or more wholly owned Domestic Subsidiaries, or by us and one or more wholly owned Domestic Subsidiaries.

"Funded Indebtedness" means any Indebtedness maturing by its terms more than one year from the date of the determination thereof, including any Indebtedness renewable or extendible at the option of the obligor to a date later than one year from the date of the determination thereof.

"Indebtedness" means (i) all obligations for borrowed money, (ii) all obligations evidenced by bonds, debentures, notes or other similar instruments,

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(iii) all obligations in respect of letters of credit or bankers acceptances or similar instruments (or reimbursement obligations with respect thereto), (iv) all obligations to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (v) all obligations as lessee which are capitalized in accordance with generally accepted accounting principles at the time of calculation, and (vi) all Indebtedness of others guaranteed by us or any of our subsidiaries or for which we or any of our subsidiaries are otherwise responsible or liable (whether by agreement to purchase indebtedness of, or to supply funds or to invest in, others).

"Subsidiary" means any corporation of which at least a majority of Outstanding securities having the voting power to elect a majority of the Board of Directors of such corporation (irrespective of whether or not at the time securities of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by us, or by one or more of the Subsidiaries, or by us and one or more Subsidiaries.

#### Events of Default

An Event of Default with respect to the Debt Securities of any series is defined in the Indenture as:

- o default in payment of principal of or premium, if any, on any Debt Security of that series at maturity;
- o default for 30 days in payment of interest on any Debt Security of that series;
- o default in the deposit of any sinking fund payment when due in respect of that series;
- o our failure to perform any other of the covenants or warranties in the Indenture (other than a covenant or warranty where such failure to perform or breach is dealt with elsewhere in the events of default section of the Indenture, or a covenant or warranty included in the Indenture solely for the benefit of a series of Debt Securities other than that series) continued for 60 days after due notice by the Trustee or by Holders of at least 10% in principal amount of the Outstanding Debt Securities of that series;
- o a default under any bond, debenture, note or other evidence of our Indebtedness (including a default with respect to Debt Securities of

any series other than that series) or under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any of our current or future Indebtedness (including this Indenture), which default constitutes a failure to pay such Indebtedness in a principal amount in excess of \$10 million when due and payable at final maturity after the expiration of any applicable grace period or shall have resulted in such Indebtedness in a principal amount in excess of \$10 million becoming or being declared due and payable prior to the date on which it would otherwise have become due and payable, without such Indebtedness having been discharged, or such acceleration having been rescinded or annulled, within a period of 15 days after there shall have been given, by overnight mail or other same day or overnight delivery service which can provide evidence of delivery, to us by the Trustee, or to us and the Trustee by the Holders of at least 25% in principal amount of the Outstanding Securities of that series, a written notice specifying such default and requiring us to cause such Indebtedness to be discharged or cause such acceleration to be rescinded or annulled and stating that such notice is a Notice of Default under the Indenture;

- o certain events of bankruptcy, insolvency or reorganization; and
- o any other Event of Default provided with respect to Debt Securities of that series.

The Indenture provides that, if any Event of Default with respect to Debt Securities of any series at the time Outstanding occurs and is continuing, either the Trustee or the Holders of not less than 25% in principal amount of the Outstanding Debt Securities of that series may declare the principal amount (or, if the Debt Securities of that series are Original Issue Discount Securities, such portion of the principal amount of such Debt Securities as may be specified in the terms thereof) of all Debt Securities of that series to be due and payable immediately. However, upon certain conditions such declaration may be annulled and past defaults (except, unless theretofore cured, a default in payment of principal of or premium, if any, or interest, if any, on the Debt

Securities of that series and certain other specified defaults) may be waived by the Holders of a majority in principal amount of the Outstanding Debt Securities of that series on behalf of the Holders of all Debt Securities of that series.

Please refer to the Prospectus Supplement relating to each series of Outstanding Debt Securities which are Original Issue Discount Securities for the particular provisions relating to acceleration of the Maturity of a portion of the principal amount of such Original Issue Discount Securities upon the occurrence of an Event of Default and the continuation thereof.

The Indenture provides that the Trustee will, within 90 days after the occurrence of a default with respect to Debt Securities of any series at the time Outstanding, give to the Holders of the Outstanding Debt Securities of that series notice of such default known to it if uncured or not waived. However, except in the case of default in the payment of principal of or premium, if any, or interest on any Debt Security of that series, or in the payment of any sinking fund installment, the Trustee may withhold such notice if the Trustee in good faith determines that the withholding of such notice is in the interest of the Holders of the Outstanding Debt Securities of such series. The Indenture also provides that such notice shall not be given until at least 30 days after the occurrence of a default or breach with respect to Outstanding Debt Securities of any series in the performance of a covenant or warranty in the Indenture other than for the payment of the principal of or premium, if any, or interest on any Debt Security of such series or the deposit of any sinking fund payment with respect to the Debt Securities of such series. The term default with respect to any series of Outstanding Debt Securities for the purpose of this provision means any event that is, or after notice or lapse of time or both

would become, an Event of Default as specified in the Indenture relating to such series of Outstanding Debt Securities.

The Indenture contains a provision entitling the Trustee, subject to the duty of the Trustee during default to act with the required standard of care, to be indemnified by the Holders of any series of Outstanding Debt Securities before proceeding to exercise any right or power under the Indenture at the request of the Holders of such series of Debt Securities. The Indenture provides that the Holders of a majority in principal amount of Outstanding Debt Securities of any series may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or other power conferred on the Trustee, with respect to the Debt Securities of such series provided that the Trustee may decline to act if such direction is contrary to law or the Indenture. In the case of Book-Entry Securities, the Indenture requires the Trustee to establish a record date for purposes of determining which Holders are entitled to join in such direction.

No Holder of a Debt Security will have any right to institute any proceeding with respect to the Indenture, or for the appointment of a receiver or trustee, or for any other remedy under the Indenture, unless:

- o the Holder has previously given to the Trustee written notice of a continuing event of default regarding the Debt Securities of that series;
- o Holders of at least 25% in aggregate principal amount of the Outstanding Debt Securities of that series have made a written request to the Trustee to institute the proceeding and the Holder or Holders have offered reasonable indemnity to the Trustee; and
- o the Trustee has failed to institute the proceeding, and has not received from the Holders of a majority in aggregate principal amount of the outstanding Debt Securities of that series a direction inconsistent with that request, within 60 days after the notice, request and offer.

However, these limitations do not apply to a suit instituted by a Holder of a Debt Security to enforce payment of the principal of, premium, if any, or interest on the Debt Security on or after the applicable due date specified in the Debt Security.

The Indenture includes a covenant that we will file annually with the Trustee a certificate specifying whether, to the best knowledge of the signers, we are in default under the Indenture.

#### Modification of the Indenture and Waiver of Covenants

We and the Trustee may make agreed modifications and amendments to the Indenture, without the consent of any Holder of any Debt Security of any series, to add covenants and Events of Default, and to make provisions with respect to other matters and issues arising under the Indenture, provided that any such provision does not adversely affect the rights of the Holders of Debt Securities of any series.

The Indenture contains provisions permitting us and the Trustee, with the consent of the Holders of not less than 66 2/3% in principal amount of Outstanding Debt Securities of each series affected thereby, to execute supplemental indentures adding any provisions to or changing or eliminating any of the provisions of the Indenture or modifying the rights of the Holders of Outstanding Debt Securities of such series, except that no such supplemental indenture may, without the consent of the Holder of each Outstanding Debt Security affected thereby, (a) change the Stated Maturity, or reduce the

principal amount, the premium, if any, thereon or the rate of payment of interest thereon, of any Debt Security of any series, (b) reduce the percentage in principal amount of Outstanding Debt Securities of any series, the consent of the Holders of which is required for any supplemental indenture or for waiver of compliance with certain provisions of the Indenture or certain defaults thereunder or (c) effect certain other changes. The Indenture also permits us to omit compliance with certain covenants in the Indenture with respect to Debt Securities of any series upon waiver by the Holders of not less than 66 2/3% in principal amount of Outstanding Debt Securities of such series.

#### Consolidation, Merger and Sale of Assets

The Indenture contains a provision permitting us, without the consent of the Holders of any of the Outstanding Debt Securities under the Indenture, to consolidate with or merge into any other entity or transfer or lease its assets substantially as an entirety to any person provided that:

- o the successor is an entity organized and validly existing under the laws of any United States domestic jurisdiction;
- o the successor entity assumes our obligations on the Debt Securities and under the Indenture;
- o after giving effect to the transaction no Event of Default, and no event which, after notice or lapse of time, would become an Event of Default, shall have happened and be continuing; and
- o certain other conditions are met.

#### Book-Entry Securities

The following description of Book-Entry Securities will apply to any series of Debt Securities issued in whole or in part in the form of a global Security or Securities except as otherwise provided in the Prospectus Supplement relating thereto.

Upon issuance, all Book-Entry Securities of like tenor and having the same date of original issue will be represented by one or more global Securities. Each global Security representing Book-Entry Securities will be deposited with, or on behalf of, the Depositary, which will be a clearing agent registered under the Exchange Act. The global Security will be registered in the name of the Depositary or a nominee of the Depositary.

Ownership of beneficial interests in a global Security representing Book-Entry Securities will be limited to institutions that have accounts with the Depositary or its nominee ("participants") or persons that may hold interests through participants. In addition, ownership of beneficial interests by participants in such a global Security only will be evidenced by, and the transfer of that ownership interest only will be effected through, records maintained by the Depositary or its nominee for such global Security. Ownership of beneficial interest in such a global Security by persons that hold through participants only will be evidenced by, and the transfer of that ownership interest within such participant only will be effected through, records maintained by such participant. The laws of some jurisdictions require that certain purchasers of securities take physical delivery of such securities in

definitive form. Such laws may impair the ability to transfer beneficial interests in such a global Security.

Payment of principal of and any premium and interest on Book-Entry Securities represented by any global Security registered in the name of or held



by the Depositary or its nominee will be made to the Depositary or its nominee, as the case may be, as the registered owners and Holder of the global Security representing such Book-Entry Securities. None of us, the Trustee or any agent of ours or the Trustee will have any responsibility or liability for any aspect of the Depositary's records or any participant's records relating to or payments made on account of beneficial ownership interests in a global Security representing such Book-Entry Securities or for maintaining, supervising or reviewing any of the Depositary's records or any participant's records relating to such beneficial ownership interests. Payments by participants to owners of beneficial interests in a global Security held through such participants will be governed by the Depositary's procedures, as is now the case with securities held for the accounts of customers registered in "street name," and will be the sole responsibility of such participants.

No global Security described above may be transferred except as a whole by the Depositary for such global Security to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary.

A global Security representing Book-Entry Securities is exchangeable for definitive Debt Securities in registered form, of like tenor and of an equal aggregate principal amount, only if:

- o the Depositary notifies us that it is unwilling or unable to continue as Depositary for such global Security or if at any time the Depositary ceases to be a clearing agency registered under the Exchange Act,
- o we, in our sole discretion determine that such global Security shall be exchangeable for definitive Debt Securities in registered form, or
- o there shall have occurred and be continuing an Event of Default with respect to the Debt Securities.

Any global Security that is exchangeable pursuant to the preceding sentence shall be exchangeable in whole for definitive Debt Securities in registered form, of like tenor and of an equal aggregate principal amount, and, unless otherwise specified in the Prospectus Supplement relating thereto, in denominations of \$1,000 and integral multiples thereof. Such definitive Debt Securities shall be registered in the name or names of such person or persons as the Depositary shall instruct the Trustee. It is expected that such instructions may be based upon directions received by the Depositary from its participants with respect to ownership of beneficial interests in such global Security.

Except as provided above, owners of beneficial interests in such global Security will not be entitled to receive physical delivery of Debt Securities in definitive form and will not be considered the Holders thereof for any purpose under the Indenture, and no global Security representing Book-Entry Securities shall be exchangeable, except for another global Security of like denomination and tenor to be registered in the name of the Depositary or its nominee. Accordingly, each person owning a beneficial interest in such global Security must rely on the procedures of the Depositary and, if such person is not a participant, on the procedures of the participant through which such person owns its interest, to exercise any rights of a Holder under the Indenture. We understand that under existing industry practices, in the event that we request any action of Holders, or an owner of a beneficial interest in such global Security desires to give or take any action that a Holder is entitled to give or take under the Indenture, the Depositary would authorize the participants holding the relevant beneficial interests to give or take such action, and such participants would authorize beneficial owners owning through such participant to give or take such action or would otherwise act upon the instructions of beneficial owners owning through them.

The information contained in this section regarding the Depositary and its procedures is based on publicly available information reviewed by us. The rules applicable to the Depositary and its participants are on file with the SEC.

## Defeasance of Offered Debt Securities or Certain Covenants in Certain Circumstances

### Defeasance and Discharge

The Indenture provides that the terms of any series of Debt Securities may provide that we will be discharged from any and all obligations in respect of the Debt Securities of such series (except for certain obligations to register the transfer or exchange of Debt Securities of such series, to replace stolen, lost or mutilated Debt Securities of such series, to maintain paying agencies and hold moneys for payment in trust) upon the deposit with the Trustee, in trust, of money and/or U.S. Government Obligations or, in the case of Debt Securities denominated in foreign currencies, money and/or Foreign Government Securities, which, through the payment of interest and principal thereof in accordance with their terms, will provide money in an amount sufficient to pay any installment of principal (and premium, if any) and interest on, and any mandatory sinking fund payments in respect of, the Debt Securities of such series on the stated maturity of such payments in accordance with the terms of the Indenture and such Debt Securities. Such discharge may only occur if, among other things, we have delivered to the Trustee an Opinion of Counsel to the effect that we have received from, or there has been published by, the United States Internal Revenue Service a ruling, or there has been a change in tax law, in either case to the effect that such a discharge will not be deemed, or result in, a taxable event with respect to Holders of the Debt Securities of such series; and such discharge will not be applicable to any Debt Securities of such series then listed on the New York Stock Exchange or any other securities exchange if the provision would cause said Debt Securities to be de-listed as a result thereof.

### Defeasance of Certain Covenants

The Indenture provides that the terms of any series of Debt Securities may provide us with the option to omit to comply with certain restrictive covenants described in Sections 1008 and 1009 of the Indenture. In order to exercise such option, we will be required to deposit with the Trustee money and/or U.S. Government Obligations or, in the case of Debt Securities denominated in foreign currencies, money and/or Foreign Government Securities, which, through the payment of interest and principal thereof in accordance with their terms, will provide money in an amount sufficient to pay principal (and premium, if any) and interest on, and any mandatory sinking fund payments in respect of, the Debt Securities of such series on the stated maturity of such payments in accordance with the terms of the Indenture and such Debt Securities. We will also be required to deliver to the Trustee an opinion of counsel to the effect that the deposit and related covenant defeasance will not cause the Holders of the Debt Securities of such series to recognize income, gain or loss for federal income tax purposes. In the event we exercise this option and the Debt Securities of such series are declared due and payable because of the occurrence of any Event of Default, the amount of money and U.S. Government Obligations or Foreign Government Securities, as the case may be, on deposit with the Trustee will be sufficient to pay amounts due on the Debt Securities of such series at the time of their Stated Maturity but may not be sufficient to pay amounts due on the Debt Securities of such series at the time of the acceleration resulting from such Event of Default. However, we shall remain liable for such payments.

The Prospectus Supplement will state if any defeasance provision will apply to the Offered Debt Securities.

### Trustee

The Trustee may resign or be removed with respect to one or more series of Debt Securities and a successor Trustee may be appointed to act with respect to such series. In the event that two or more persons are acting as Trustee with

respect to different series of Debt Securities, each such Trustee shall be a Trustee of a trust under the Indenture separate and apart from the trust administered by any other such Trustee, and any action described herein to be taken by the "Trustee" may then be taken by each such Trustee with respect to, and only with respect to, the one or more series of Securities for which it is Trustee.

We maintain customary banking relationships with the Trustee.

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#### PLAN OF DISTRIBUTION

We may sell the Offered Debt Securities in four ways:

- o directly to purchasers,
- o through agents,
- o through underwriters, and
- o through dealers.

We may solicit offers to purchase Debt Securities directly, or we may designate agents from time to time to solicit offers to purchase. Any such agent, who may be deemed to be an underwriter as that term is defined in the Securities Act, involved in the offer or sale of the Debt Securities will be named, and any commissions payable by us to such agent will be set forth, in the Prospectus Supplement. Unless otherwise indicated in the Prospectus Supplement, any such agent will be acting on a reasonable efforts basis for the period of its appointment. We will have the sole right to accept offers to purchase Debt Securities and may reject any proposed offer in whole or in part. Agents shall have the right, in their sole discretion, to reject any offer received by them to purchase the Debt Securities in whole or in part. Agents may be entitled under agreements which may be entered into with us to indemnification by us against certain liabilities, including liabilities under the Securities Act, and may be customers of, engage in transactions with or perform services for us in the ordinary course of business.

If we use an underwriter or underwriters in the sale of the Debt Securities, we will execute an underwriting agreement with such underwriters at the time of the sale to them and the names of the underwriters and the terms of the transaction will be set forth in the Prospectus Supplement, which will be used by the underwriters to make resales of the Debt Securities to the public. The obligations of the underwriters to purchase the Debt Securities will be subject to conditions, including the approval of some legal matters by underwriters' counsel. The underwriters will be obligated to purchase all of the Debt Securities offered if any are purchased. The underwriters may be entitled, under the relevant underwriting agreement, to indemnification by us against certain liabilities, including liabilities under the Securities Act.

If we use a dealer in the sale of the Debt Securities, we will sell such Debt Securities to the dealer, as principal. The dealer may then resell such Debt Securities to the public at varying prices to be determined by such dealer at the time of resale. Dealers may be entitled to indemnification by us against certain liabilities, including liabilities under the Securities Act.

If we offer and sell Debt Securities directly to a purchaser or purchasers, purchasers involved in the reoffer or resale of such Debt Securities who may be deemed to be underwriters as that term is defined in the Securities Act, will be named and the terms of such reoffers or resales will be set forth in a Prospectus Supplement. Such purchasers may then reoffer and resell such Debt Securities to the public or otherwise at varying prices to be determined by such purchasers at the time of resale or as otherwise described in the

Prospectus Supplement. Purchasers of Debt Securities directly from us may be entitled under agreements which they may enter into with us to indemnification by us against certain liabilities, including liabilities under the Securities Act, and may engage in transactions with or perform services for us in the ordinary course of their business or otherwise.

The place and time of delivery for the Debt Securities will be as set forth in the Prospectus Supplement.

#### EXPERTS

The financial statements incorporated in this Prospectus by reference to our Annual Report on Form 10-K/A for the year ended December 31, 2000 have been so incorporated in reliance on the reports of PricewaterhouseCoopers LLP, independent accountants, given on the authority of said firm as experts in auditing and accounting.

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#### VALIDITY OF THE DEBT SECURITIES

The validity of the Offered Debt Securities will be passed upon for us by Haynsworth Sinkler Boyd, P.A., Columbia, South Carolina, our general counsel, and for any underwriter, dealer or agent by counsel to such underwriter, dealer or agent named in the Prospectus Supplement. In rendering their opinions, underwriters' counsel may rely on Haynsworth Sinkler Boyd, P.A., as to certain matters of South Carolina law. Various attorneys in the firm of Haynsworth Sinkler Boyd, P.A., and members of their immediate families own or have beneficial interests in shares of our common stock.

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#### PART II. INFORMATION NOT REQUIRED IN PROSPECTUS

##### ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

Expenses in connection with the issuance of the securities being registered hereby are estimated as follows:

Registration Fee	\$37,500
Trustee's fees and expenses	15,000
Printing and engraving costs	125,000
Rating Agencies' fees	110,000
Legal fees and expenses	200,000
Accounting fees and expenses	100,000
Blue Sky fees and expenses	20,000
Miscellaneous	10,500
	-----
TOTAL	\$618,000

##### ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Article VIII of the By-laws of the Company provides for the indemnification by the Company of any present or former director, officer or employee of the Company, or any person, who, at the request of the Company, may have served as director or officer of another corporation in which it owns shares or of which it is a creditor. Any such person shall be entitled to reimbursement of expenses and other liabilities, to the maximum extent permitted by the laws of the State of South Carolina or by order of any court having jurisdiction in any action or proceeding to which he is a party by reason of

being or having been a director, officer or employee.

Article 9 of the Restated Articles of Incorporation of the Company states that no director of the Company shall be personally liable to the Company or to its shareholders for monetary damages for breach of fiduciary duty as director, except to the extent such exemption from liability or limitation thereof is not permitted under the laws of South Carolina, as presently in effect or as the same may hereafter be amended.

Under Article 5 of Chapter 8 of the South Carolina Business Corporation Act of 1988 (the "Corporation Act"), a corporation has the power to indemnify directors and officers who meet the standards of good faith and reasonable belief that conduct was lawful and in the corporate interest (or not opposed thereto) set forth in the Corporation Act. The Corporation Act also empowers a corporation to provide insurance for directors and officers against liability arising out of their positions even though the insurance coverage is broader than the power of the corporation to indemnify. Under the Corporation Act, unless limited by its articles of incorporation, a corporation must indemnify a director or officer who is wholly successful, on the merits or otherwise, in the defense of any proceeding to which he was a party because he is or was a director or officer against reasonable expenses incurred by him in connection with the proceeding. The registrant's Restated Articles of Incorporation do not provide otherwise.

In addition, the Company maintains directors' and officers' liability insurance for the benefit of its directors and officers.

The form of Underwriting Agreement included as Exhibit 1 hereto provides for indemnification of directors, certain officers and controlling persons of the Company against certain liabilities, including liabilities under the Securities Act of 1933, as amended (the "Act").

## II-1

Insofar as indemnification for liabilities arising under the Act may be permitted to directors, officers or persons controlling the Company pursuant to the foregoing provisions (other than insurance), the Company has been informed that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Act and is therefore unenforceable.

### ITEM 16. EXHIBITS

- |   |      |  |
|---|------|--|
| * | 1    | Form of Underwriting Agreement.  |
|   | 4.1  | Indenture, dated as of June 15, 1991, between the Company and the Trustee. (Incorporated by reference to Exhibit 4.2 to the Company's Registration Statement on Form S-3 (File No. 33-50503).) |
| * | 4.2  | Credit Agreement, dated as of July 17, 2001, among the Company, the several lenders from time to time party thereto and Bank of America, N.A., as agent.                                       |
|   | 5.1  | Opinion (including consent) of Haynsworth Sinkler Boyd, P.A.   |
|   | 12.1 | Statements re: computation of ratio of earnings to fixed charges.  |
|   | 15   | Accountants' letter re: unaudited interim financial information  |

- 23.1 Consent of Haynsworth Sinkler Boyd, P.A. (included in Exhibit 5).
- 23.2 Consent of PricewaterhouseCoopers LLP.
- \* 24 Power of Attorney (Included on Signature Page).
- \* 25 Statement of eligibility of the Trustee on Form T-1.

\*Previously filed.

#### 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 this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 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 this Registration Statement or any material change to such information in this Registration Statement;

Provided however, that paragraphs (1)(i) and (1)(ii) do not apply, since this Registration Statement is on Form S-3, if such information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this 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 the time shall be deemed to be the initial bona fide offering thereof.

#### II-2

(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.

In connection with any offering of Debt Securities made in reliance upon Rule 430A, the undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of

prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act of 1933 shall be deemed to be part of this Registration Statement as of the time it was declared effective.

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

The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (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 this 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 foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer, or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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#### 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 Amendment No. 1 to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Hartsville, State of South Carolina, on October 19, 2001.

SONOCO PRODUCTS COMPANY

By: s/H. E. DeLoach, Jr.

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H. E. DeLoach, Jr.  
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 1 to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Name -----	Position -----	Date ----
s/C. J. Bradshaw*		
----- C. J. Bradshaw	Director	October 22, 2001
s/R. J. Brown*		
----- R. J. Brown	Director	October 22, 2001
s/ F. L. H. Coker *		
----- F. L. H. Coker	Director	October 22, 2001
s/ J. L. Coker *		
----- J. L. Coker	Director	October 22, 2001
s/ C. W. Coker *		
----- C. W. Coker	Director and Chairman	October 22, 2001
s/ T. C. Coxe, III *		
----- T. C. Coxe, III	Director	October 22, 2001
s/ A. T. Dickson *		
----- A. T. Dickson	Director	October 22, 2001
s/ H. E. DeLoach, Jr.		
----- H. E. DeLoach, Jr.	Director, President and Chief Executive Officer	October 22, 2001
s/ C. C. Fort *		
----- C. C. Fort	Director	October 22, 2001
s/ Paul Fulton *		
----- Paul Fulton	Director	October 22, 2001
s/ F. Trent Hill, Jr.		
----- F. Trent Hill, Jr.	Principal Financial and Accounting Officer	October 19, 2001

s/B. L. M. Kasriel*		
----- B. L. M. Kasriel	Director	October 22, 2001
s/ E. H. Lawton, III *		
----- E. H. Lawton, III	Director	October 22, 2001
s/ H. L. McColl, Jr.*		
----- H. L. McColl, Jr.	Director	October 22, 2001



s/ T. E. Whiddon \*

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T. E. Whiddon

Director

October 22, 2001

s/ D. D. Young \*

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D. D. Young

Director

October 22, 2001

\*s/ H. E. DeLoach, Jr.

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By: H. E. DeLoach, Jr.  
Attorney-in-fact

# EXHIBIT INDEX

EXHIBIT	PAGE NO.
* 1	Form of Underwriting Agreement.
4.1	Indenture, dated as of June 15, 1991, between the Company and the Trustee. (Incorporated by reference to Exhibit 4.2 to the Company's Registration Statement on Form S-3 (File No. 33-50503).)
* 4.2	Credit Agreement, dated as of July 17, 2001, among the Company, the several lenders from time to time party thereto and Bank of America, N.A., as agent.
5.1	Opinion (including consent) of Haynsworth Sinkler Boyd, P.A.
12.1	Statements re: computation of ratio of earnings to fixed charges.
15	Accountants' letter re: unaudited interim financial information
23.1	Consent of Haynsworth Sinkler Boyd, P.A. (included in Exhibit 5).
23.2	Consent of PricewaterhouseCoopers LLP.
* 24	Power of Attorney (Included on Signature Page).
* 25	Statement of eligibility of the Trustee on Form T-1.

\*Previously filed

## SONOCO PRODUCTS COMPANY

Computation of Ratio of Earnings to Fixed Charges  
(Dollars in Thousands)

	Six Months Ended	Years Ended December 31,				
	July 1, 2001	2000	1999	1998	1997	1996
EARNINGS						
Pretax income - as reported .....	60,227	270,595	289,560	339,598	63,719	280,075
Add: Fixed charges .....	34,874	76,094	67,509	68,380	69,484	69,223
Amortization of capitalized interest .....	777	1,209	566	498	498	378
Total Earnings .....	95,878	347,898	357,635	408,476	133,701	349,676
Less: Capitalized Interest .....	(1,346)	(3,449)	(2,000)	(1,353)	-	(1,200)
Adjusted Earnings .....	94,532	344,449	355,635	407,123	133,701	348,476
FIXED CHARGES						
Interest expense .....	26,822	59,604	52,466	54,779	57,194	55,481
Capitalized interest .....	1,346	3,449	2,000	1,353	-	1,200
Amortization of bond discounts .....	306	508	210	248	290	209
Portion of rents representative of the interest factor .....	6,400	12,533	12,833	12,000	12,000	12,333
Total Fixed Charges .....	34,874	76,094	67,509	68,380	69,484	69,223
Ratio of Earnings to Fixed Charges .....	2.71	4.53	5.27	5.95	1.92	5.03

## SONOCO PRODUCTS COMPANY

Computation of Ratio of Earnings to Fixed Charges - adjusted  
(Dollars in Thousands)

	Six Months Ended	Years Ended December 31,				
	July 1, 2001	2000	1999	1998	1997	1996
EARNINGS						
Pretax income - as reported .....	60,227	270,595	289,560	339,598	63,719	280,075
Less: (Gain) or Loss on assets held for sale .....	-	(5,182)	(3,500)	(100,354)	226,358	-
Pretax income - adjusted .....	60,227	265,413	286,060	239,244	290,077	280,075
Add: Fixed charges .....	34,874	76,094	67,509	68,380	69,484	69,223
Amortization of capitalized interest .....	777	1,209	566	498	498	378
Total Earnings .....	95,878	342,716	354,135	308,122	360,059	349,676
Less: Capitalized Interest .....	(1,346)	(3,449)	(2,000)	(1,353)	-	(1,200)
Adjusted Earnings .....	94,532	339,267	352,135	306,769	360,059	348,476
FIXED CHARGES						
Interest expense .....	26,822	59,604	52,466	54,779	57,194	55,481
Capitalized interest .....	1,346	3,449	2,000	1,353	-	1,200

Amortization of bond discounts .....	306	508	210	248	290	209
Portion of rents representative of the interest factor .....	6,400	12,533	12,833	12,000	12,000	12,333
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Total Fixed Charges .....	34,874	76,094	67,509	68,380	69,484	69,223
	=====	=====	=====	=====	=====	=====
Ratio of Earnings to Fixed Charges .....	2.71	4.46	5.22	4.49	5.18	5.03
	=====	=====	=====	=====	=====	=====

October 23, 2001

Securities and Exchange Commission  
450 Fifth Street, N.W.  
Washington, D.C. 20549

Commissioners:

We are aware that our reports dated May 16, 2001 and August 8, 2001 on our reviews of interim financial information of Sonoco Products Company for the period ended April 1, 2001 and July 1, 2001, respectively, and included in the Company's quarterly reports on Form 10-Q for the quarters then ended are incorporated by reference in its Registration Statement on Form S-3 dated October 24, 2001.

Yours very truly,

PricewaterhouseCoopers LLP

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in this Amendment No. 1 to Registration Statement on Form S-3, of our report dated January 31, 2001 relating to the financial statements of Sonoco Products Company, which appears in the 2000 Annual Report to Shareholders, which is incorporated by reference in Sonoco Products Company's Annual Report on Form 10-K and Amended Annual Report on Form 10-K/A for the year ended December 31, 2000. We also consent to the incorporation by reference of our report dated May 11, 2001 relating to the financial statements of the the Sonoco Savings Plan, which is in the Form 10-K/A for the year ended December 31, 2000. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

PricewaterhouseCoopers, LLP

Charlotte, North Carolina  
October 23, 2001

Haynsworth Sinkler Boyd, P.A.  
Attorneys At Law  
1426 Main Street, Suite 1200  
Columbia, South Carolina 29201

September 13, 2001

Sonoco Products Company  
Post Office Box 160  
Hartsville, South Carolina 29551

Dear Sirs:

In connection with the registration under the Securities Act of 1933 (the "Act") of \$150,000,000 aggregate amount of debt securities (the "Securities") of Sonoco Products Company, a South Carolina corporation (the "Company"), we, as your counsel, have examined such corporate records, certificates and other documents, and such questions of law, as we have considered necessary or appropriate for the purposes of this opinion. We have also relied as to certain matters on information obtained from public officials, officers of the Company and other sources believed by us to be responsible.

Upon the basis of such examination, we advise you that, in our opinion, when the Registration Statement has become effective under the Act, the terms of the Securities and of their issuance and sale have been duly established in conformity with the Indenture between the Company and The Bank of New York as successor trustee, dated as of June 15, 1991 (the "Indenture") relating to the Securities so as not to violate any applicable law or result in a default under or breach of any agreement or instrument binding upon the Company and so as to comply with any requirement or restriction imposed by any court or governmental body having jurisdiction over the Company, and the Securities have been duly executed and authenticated in accordance with the Indenture and issued, sold and delivered as contemplated in the Registration Statement, the Securities will constitute valid and legally binding obligations of the Company, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

We note that, as of the date of this opinion, a judgment for money in an action based on a Security denominated in a foreign currency or currency unit in a Federal or state court in the United States ordinarily would be enforced in the United States only in United States dollars. The date used to determine the rate of conversion of the foreign currency or currency unit in which a particular Security is denominated into United States dollars will depend upon various factors, including which court renders the judgment.

We express no opinion as to matters governed by laws other than those of the States of South Carolina and New York and the federal laws of the United States of America.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to us under the heading "Validity of Debt Securities" in the Prospectus. By giving such consent we do not admit that we are in the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

HAYNSWORTH SINKLER BOYD, P. A.

By:s/Martin C. McWilliams, Jr.

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Martin C. McWilliams, Jr.