Law Offices of

CHAPMAN AND CUTLER

Theodore S. Chapman
1877-1943
Henry E. Cutler
1879-1959

111 West Monroe Street, Chicago, Illinois 60603-4080
Telephone (312) 845-3000
Facsimile (312) 701-2361
chapman.com

2 North Central Avenue
Phoenix, Arizona 85004
(602) 256-4060

50 South Main Street
Salt Lake City, Utah 84144
(801) 533-0066

November 20, 2000

RECORDATION NO. 22890-0 FILED

NOV 20 '00 11-53 AM

TS

SURFACE TRANSPORTATION BOARD

Mr. Vernon A. Williams, Secretary
Surface Transportation Board
1925 K Street, N.W. Room 704
Washington, DC 20423-0001

Re: Union Carbide Corporation Lease Financing of Railroad Equipment
Seventh Advance

Dear Mr. Williams:

I am enclosing for recording pursuant to Section 11301 of Title 49 of the United States Code, two original copies of each of the documents described below. As one of the attorneys representing the Liquidity Banks and Certificate Purchasers in this transaction, I have knowledge of the matters described in this letter.

(1) Lease Supplement No. 7 between First Security Bank, National Association, not in its individual capacity but solely as Certificate Trustee, as Lessor (the *"Lessor"*) and Union Carbide Corporation, as Lessee (the *"Lessee"*). Lease Supplement No. 7 is related to the Lease Intended as Security (Union Carbide Trust No. 2000-A) between the Lessor and the Lessee dated as of April 1, 2000 which was previously filed with the Board under Recordation Number 22890.

(2) Supplement No. 7 to Assignment of Lease and Rent and Security Agreement from First Security Bank, National Association, not in its individual capacity but solely as Certificate Trustee, as Assignor (the *"Assignor"*), to First Security Trust Company of Nevada, as Administrative Agent, as Assignee (the *"Assignee"*). Supplement No. 7 to Assignment of Lease and Rent and Security Agreement is related to the Assignment of Lease and Rent and Security Agreement from the Assignor to the Assignee dated as of April 1, 2000 which was previously filed with the Board under Recordation Number 22890-B.

The names and addresses of the parties to the enclosed documents are as follows:

LEASE SUPPLEMENT NO. 7

Lessee: Union Carbide Corporation
39 Old Ridgebury Road
Danbury, Connecticut 06817-0001

Lessor: First Security Bank, National Association
79 South Main Street
Salt Lake City, Utah 84111

SUPPLEMENT NO. 7 TO ASSIGNMENT OF LEASE AND RENT AND SECURITY AGREEMENT

Assignor: First Security Bank, National Association
79 South Main Street
Salt Lake City, Utah 84111

Assignee: First Security Trust Company of Nevada
530 Las Vegas Boulevard
Las Vegas, Nevada 89101

The description of the equipment covered as of the date hereof by the aforesaid documents is as set forth in Annex I to the Lease Supplement No. 7 and Annex I to Schedule 1 to Supplement No. 7 to Assignment of Lease and Rent and Security Agreement.

A fee of fifty-two dollars ($52.00) is enclosed. Please time and date stamp the enclosed copy of each of the enclosed documents along with the extra copy of this letter as proof of filing and recordation of the enclosed documents and return the original and any extra copies of such documents and this letter not needed by the Board for recordation to:

Anne A. Collins, Esq.
Chapman and Cutler
111 West Monroe
Chicago, Illinois 60603

A short summary of each of the documents to appear in the index as follows:

(1) Lease Supplement No. 7 between First Security Bank, National Association, not in its individual capacity but solely as Certificate Trustee, as Lessor, and Union Carbide Corporation, as Lessee, covering the railroad equipment described in Annex I to such document.

(2) Supplement No. 7 to Assignment of Lease and Rent and Security Agreement between First Security Bank, National Association, not in its individual capacity but solely as Certificate Trustee, as Assignor, and First Security Trust Company

of Nevada, as Administrative Agent, as Assignee, covering the railroad equipment specifically described in Annex I to Schedule 1 to such document.

If you have any questions or need further information, please do not hesitate to contact the undersigned (312-845-3746).

Sincerely,

CHAPMAN AND CUTLER

By _____
Anne A. Collins

Enclosures

RECORDATION NO. 22890-0 FILED

NOV 20 '00 11-53 AM

SURFACE TRANSPORTATION BOARD

SUPPLEMENT NO. 7 TO ASSIGNMENT OF LEASE AND RENT AND SECURITY AGREEMENT

THIS SUPPLEMENT NO. 7 (this *"Supplement"*), dated November 20, 2000, to the Assignment of Lease and Rent and Security Agreement, dated as of April 1, 2000 (the *"Assignment"*), made by FIRST SECURITY BANK, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Certificate Trustee, as Assignor (the *"Assignor"*), in favor of FIRST SECURITY TRUST COMPANY OF NEVADA, a Nevada banking corporation, as administrative agent (in such capacity, the *"Administrative Agent"*). Capitalized terms used herein but not otherwise defined have the meanings specified in the Assignment.

The parties hereto agree as follows:

1. *Lease Supplement No. 7.* In accordance with the Assignment, the Assignor has executed this Supplement subject to the Lease, as supplemented by Lease Supplement No. 7 and the Units covered by such Lease Supplement No. 7. A form of Lease Supplement No. 7 is attached hereto as Schedule 1 hereto, and a description of the Units covered by such Lease Supplement is set forth in Annex I to such Lease Supplement.

2. *Integrated Assignment.* Following the execution and delivery of this Supplement, this Supplement, and all supplements previously delivered under the Assignment, shall constitute a part of the Assignment.

3. *Confirmation.* Except as expressly supplemented hereby, the provisions of the Assignment are and shall remain in full force and effect. Further, the Assignor hereby reaffirms its obligations under the Assignment.

Filed with the Surface Transportation Board pursuant to 49 U.S.C. § 11301 on November ____, 2000, at ____ a.m., Recordation Number _____, and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on November ____, 2000, at ____ a.m.

1143114.01.02.B
1506971

IN WITNESS WHEREOF, the Assignor has caused this Supplement to be duly executed as of the day and year first above written.

FIRST SECURITY BANK, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Certificate Trustee

By DeAnn Madsen

Name: **DeAnn Madsen**

Title: **Trust Officer**

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On this 15th day of November, 2000, before me personally appeared DeAnn Madsen, to me personally known, who being by me duly sworn, say that he/she is Trust Officer of FIRST SECURITY BANK, NATIONAL ASSOCIATION, that said instrument was signed on such date on behalf of said association, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

NOTARY PUBLIC
JANICE BRYANT
79 South Main 3rd Flr.
Salt Lake City, UT 84111
COMMISSION EXPIRES
SEPT. 14, 2001
STATE OF UTAH

[NOTARIAL SEAL]

Notary Public

My commission expires:

CONSENT AND ACKNOWLEDGMENT BY LESSEE

The undersigned hereby acknowledges receipt of a counterpart original of, and consents to, the foregoing Supplement No. 7 dated November 20, 2000 to the Assignment of Lease and Rent and Security Agreement; *provided* that nothing therein shall be deemed to increase the obligations of the Lessee or deprive the Lessee of any rights under or release the Assignor from any of its obligations under the Assigned Leases or Contracts.

The foregoing is furnished for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the undersigned, and the undersigned understands and intends that the Administrative Agent and the Lenders and the Certificate Purchasers will rely on the foregoing and that the undersigned will be legally bound by the foregoing. This Consent and Acknowledgment shall inure to the benefit of the Administrative Agent, the Lenders, the Certificate Purchasers and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent and Acknowledgment as of November 20, 2000, pursuant to proper authority duly granted.

UNION CARBIDE CORPORATION, as Lessee

By John W Fitzpatrick
Name: John W. Fitzpatrick
Title: Assistant Treasurer

LEASE SUPPLEMENT NO. 7

COUNTERPART NO. __ OF 14 SERIALLY NUMBERED MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

LEASE SUPPLEMENT NO. 7 dated November ____, 2000 (this *"Lease Supplement"*) between Union Carbide Corporation, a New York corporation (the *"Lessee"*), and FIRST SECURITY BANK, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Certificate Trustee under the Trust Agreement (the *"Lessor"*);

WITNESSETH:

WHEREAS, Lessee and Lessor have heretofore entered into that certain Lease Intended as Security dated as of April 1, 2000 (the *"Lease"*). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in the Lease; and

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement on each Advance Date substantially in the form hereof for the purpose of confirming the acceptance and lease of certain Units and setting forth certain other matters, all as required pursuant to the Lease;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. *Inspection and Approval.* Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Annex I hereto for all purposes of the Lease and the other Operative Documents and, as between the Lessor and the Lessee, such Units comply in all material respects with the specifications for such Units, are in good working order, repair, condition and appearance, and without defect therein with respect to design, manufacture, conditions, operation and fitness for use or in any other respect, whether or not discoverable by Lessee as of the date hereof. Lessee reaffirms, as

* * *

Filed with the Surface Transportation Board pursuant to 49 U.S.C. § 11303 on November ____, 2000, at _____ a.m., Recordation Number _____ and deposited in the office of the Registrar General of Canada pursuant to § 105 of the Canada Transportation Act on November ____, 2000, at ___ a.m.

to the Units set forth in Annex I, each of the waivers, acknowledgments and agreements of Lessee set forth in Section 2.2 of the Lease.

2. *Delivery and Acceptance.* Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance of delivery and lease from the Lessor, under the Lease as hereby supplemented, of the Units listed on Annex I hereto.

3. *Warranty.* Lessee hereby represents and warrants that no event which would constitute an Event of Loss under the Lease has occurred with respect to the Units set forth on Annex I hereto as of the date hereof. Lessee hereby reaffirms each of the representations and warranties set forth in Section 4.1 of the Participation Agreement as if made on the date hereof, including that the Units set forth on Annex I hereto are free and clear of all Liens other than Permitted Liens.

4. *Term and Interim Term.* The term of this Lease Supplement shall commence on the date hereof and end on the Lease Expiration Date. The Interim Term of this Lease Supplement shall commence on the date hereof and end on the Interim Term Termination Date.

5. *Confirmation.* Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Administrative Agent, for the benefit of the Lessor, for each Unit leased hereunder. Nothing herein shall reduce Lessee's obligation to make all other payments required under the Lease, including those payments to be made on the last day of the Lease Term pursuant to Article XII and Article XIII of the Lease.

6. *Grant of Security Interest.* Title to the Units shall remain in Lessor as security for the obligations of Lessee hereunder and under the other Operative Documents to which it is a party until Lessee has fulfilled all of its obligations hereunder and thereunder. Lessee hereby assigns, hypothecates, transfers and pledges to Lessor, and grants and assigns to Lessor a security interest in each Unit leased hereunder and in such Sublease covering any such Unit that may be entered into from time to time in accordance with the provisions of the Lease, and Lessee hereby grants to Lessor a continuing security interest in and assigns to Lessor all of Lessee's rights, title and interest in all of the other Lessee Collateral, to secure the payment of all sums due hereunder and under the other Operative Documents to which it is a party and the performance of all other obligations hereunder and under the other Operative Documents to which it is a party.

7. *Incorporation into Lease.* This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect and shall govern the Units described on Annex I hereto.

8. *References.* Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Lease Intended as Security, dated as of April 1, 2000", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

9. *Counterparts.* This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

10. *Governing Law.* THIS LEASE SUPPLEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF, THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES OF SUCH STATE (EXCEPT SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

11. *Liability of Lessor Limited.* The parties hereto agree that First Security Bank, National Association, in its individual capacity (*"First Security"*), shall have no personal liability whatsoever to Lessee or its respective successors and assigns for any Claim based on or in respect of this Lease Supplement or any of the other Operative Documents or arising in any way from the transactions contemplated hereby or thereby; *provided, however,* that First Security shall be liable in its individual capacity (a) for its own willful misconduct or gross negligence (or negligence in the handling of funds), (b) for liabilities that may result from the incorrectness of any representation or warranty expressly made by it in its individual capacity in Section 4.3 of the Participation Agreement or from the failure of First Security to perform its covenants and agreements set forth in Section 6.2 of the Participation Agreement, or (c) for any Tax based on or measured by any fees, commission or compensation received by it for acting as Lessor as contemplated by the Operative Documents. It is understood and agreed that, except as provided in the preceding proviso: (i) First Security shall have no personal liability under any of the Operative Documents as a result of acting pursuant to and consistent with any of the Operative Documents; (ii) all obligations of Lessor to Lessee are solely nonrecourse obligations except to the extent that it has received payment from others; (iii) all such personal liability of First Security is expressly waived and released as a condition of, and as consideration for, the execution and delivery of the Operative Documents by First Security and (iv) this Lease Supplement is executed and delivered by First Security solely as Certificate Trustee in the exercise of the powers expressly conferred upon it as Lessor under the Trust Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

FIRST SECURITY BANK, NATIONAL ASSOCIATION, not in its individual capacity, but solely as Certificate Trustee, as Lessor

By: _____
Name: _____
Title: _____

UNION CARBIDE CORPORATION, as Lessee

By: _____
Name: _____
Title: _____

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On this _____ day of November, 2000, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he/she is _____ of FIRST SECURITY BANK, NATIONAL ASSOCIATION, that said instrument was signed on such date on behalf of said association, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

_____
Notary Public

[NOTARIAL SEAL]

My commission expires:

STATE OF CONNECTICUT)
) SS
COUNTY OF FAIRFIELD)

On this _____ day of November, 2000, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he is _____ of UNION CARBIDE CORPORATION, that said instrument was signed on such date on behalf of said association, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

_____
Notary Public

[NOTARIAL SEAL]

My commission expires:

Annex I
to Lease Supplement No. 7

November 20, 2000 Lease Drawdown	Union Carbide Corporation	Lease Supplement 7	Manufacturer
Car #'s	Price	Description	
CCBX 8100	$ 142,620.00	25,000 gallon tank car, coil insulated	Union Tank Car
CCBX 8101	$ 142,620.00	25,000 gallon tank car, coil insulated	Union Tank Car
CCBX 8102	$ 142,620.00	25,000 gallon tank car, coil insulated	Union Tank Car
CCBX 8103	$ 142,620.00	25,000 gallon tank car, coil insulated	Union Tank Car
CCBX 8104	$ 142,620.00	25,000 gallon tank car, coil insulated	Union Tank Car
CCBX 8105	$ 142,620.00	25,000 gallon tank car, coil insulated	Union Tank Car
CCBX 8106	$ 142,620.00	25,000 gallon tank car, coil insulated	Union Tank Car
CCBX 8107	$ 142,620.00	25,000 gallon tank car, coil insulated	Union Tank Car
CCBX 8108	$ 142,620.00	25,000 gallon tank car, coil insulated	Union Tank Car
CCBX 8109	$ 142,620.00	25,000 gallon tank car, coil insulated	Union Tank Car
CCBX 8110	$ 142,620.00	25,000 gallon tank car, coil insulated	Union Tank Car
CCBX 8111	$ 142,620.00	25,000 gallon tank car, coil insulated	Union Tank Car
CCBX 8112	$ 142,620.00	25,000 gallon tank car, coil insulated	Union Tank Car
CCBX 8113	$ 142,620.00	25,000 gallon tank car, coil insulated	Union Tank Car
CCBX 8114	$ 142,620.00	25,000 gallon tank car, coil insulated	Union Tank Car
CCBX 8115	$ 142,620.00	25,000 gallon tank car, coil insulated	Union Tank Car
CCBX 8116	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8117	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8118	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8119	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8120	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8121	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8122	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8123	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8124	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8125	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8126	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8127	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8128	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8129	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8130	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8131	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8132	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8133	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8134	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8135	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8136	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8137	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8138	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8139	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8140	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
CCBX 8141	$ 127,325.00	27,000 gallon tank car, non-coil, non insulated	Union Tank Car
Total	$ 5,592,370.00		