

RECORDATION NO. 26582 FILED

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SEP 29 06

8-38 AM

SURFACE TRANSPORTATION BOARD

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September 29, 2006

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Lease, dated as of September 29, 2006, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Lessee: Eastman Chemical Company
100 North Eastman Road
Kingsport, TN 37660-5075

Lessor: ABN AMRO Bank N.V.
540 W. Madison, Suite 2131
Chicago, IL 60661

Mr. Vernon A. Williams
September 29, 2006
Page 2

A description of the railroad equipment covered by the enclosed document
is:

211 hopper railcars within the series ETCX 152003 – ETCX 252310 as
more particularly set forth in the equipment schedule attached to the
document.

A short summary of the document to appear in the index is:

Memorandum of Lease.

Also enclosed is a check in the amount of \$34.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal stroke extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

This **MEMORANDUM OF LEASE** dated as of September 29, 2006 (this "**Memorandum**") between **ABN AMRO BANK N.V.**, as Lessor, with an address at 540 W. Madison, Suite 2131, Chicago, Illinois 60661 ("**Lessor**"), and **EASTMAN CHEMICAL COMPANY**, a Delaware corporation, with an address at 100 North Eastman Road, Kingsport, Tennessee 37662-5075, as Lessee ("**Lessee**").

WITNESSETH:

WHEREAS, Lessee and Lessor have entered into that certain (unfiled) lease agreement dated as of March 30, 2005 (as from time to time amended, restated, supplemented or otherwise modified, the "**Lease**") pursuant to which Lessor will lease to Lessee, and Lessee will lease from Lessor, the items of railroad rolling stock (the "**Units**") to be delivered to Lessor on each Delivery Date as more fully described in each Lease Supplement; and

WHEREAS, pursuant to Section 12.1 of the Lease, Lessee has granted to Lessor a first priority security interest in all of the Units and the other Collateral to secure the payment of all sums due and payable by Lessee and the performance by Lessee of all of its obligations under the Lease, the Lease Supplements and the other Operative Documents.

NOW, THEREFORE, in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For all purposes hereof, the capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in Appendix 1 to that certain Participation Agreement dated as of even date herewith, among Lessee, Lessor, ABN AMRO BANK N.V., as Administrative Agent, ABN AMRO Advisory, Inc., as Collateral Agent and the Participants identified therein (as from time to time amended, restated, supplemented or otherwise modified, the "**Participation Agreement**"). The rules of interpretation set forth in such Appendix 1 shall also apply hereto.

2. This Memorandum evidences of record the Lease and the grant of a first priority security interest by Lessee to Lessor in the Units and the other Collateral, and all references herein or in the other Operative Documents to the Lease shall be deemed to include this Memorandum. All obligations imposed on the "Lessee" in the Lease shall be the full recourse liability of Lessee.

3. Pursuant to that certain Lease Supplement No. 13, dated as of September 29, 2006, the Units identified in such Lease Supplement and listed at Annex A hereto became subject to the terms and provisions of the Lease, including without limitation the grant of a first priority security interest as set forth in Section 12.1 of the Lease.

4. The parties hereto wish to show for public record this Memorandum and accordingly have caused this Memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

5. It is the intention of the parties that:

(a) the Overall Transaction as provided for in the Lease and the other Operative Documents constitutes an operating lease from Lessor and Participants to Lessee for purposes of Lessee's financial reporting;

(b) for all other purposes, including federal and all state and local income and transfer taxes, bankruptcy, insolvency and receivership (including the substantive law upon which bankruptcy, insolvency and receivership proceedings are based), commercial law and UCC purposes:

(1) the Overall Transaction constitutes a financing by the Participants to Lessee and preserves beneficial ownership in the Equipment in Lessee, and the obligations of Lessee to pay Variable Rent shall be treated as payments of interest to the Participants, and the payment by Lessee of any amounts in respect of the Lease Balance, including any Fixed Rent, shall be treated as payments of principal to the Participants; and

(2) the Lease grants a security interest in the Equipment and other Collateral in favor of the Lessor.

(c) Specifically, without limiting the generality of Section 4(a), the parties to the Lease and the other Operative Documents intend and agree that in the event of any insolvency or receivership proceedings or a petition under the United States bankruptcy laws or any other applicable insolvency laws or statute of the United States of America or any State or Commonwealth thereof affecting Lessee, Lessor, either Agent or the Participants or any collection actions, the transactions evidenced by the Lease and the other Operative Documents are loans made to Lessee by the Participants in each case as unrelated third party lenders, and that Lessor holds title to the Equipment for the benefit of the Participants to secure Lessee's obligations to repay such loans to the Participants and all other amounts due under any of the Operative Documents.

6. This Memorandum may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one and the same instrument.

[Signatures on next page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum to be duly executed by an officer thereunto duly authorized as of the date and year first above written.

LESSEE:

EASTMAN CHEMICAL COMPANY,
a Delaware corporation

By: Michael Watts
Name Printed: Michael Watts
Title: Assistant Treasurer

LESSOR:

ABN AMRO BANK N.V.

By: _____
Name Printed: _____
Title: _____

By: _____
Name Printed: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum to be duly executed by an officer thereunto duly authorized as of the date and year first above written.

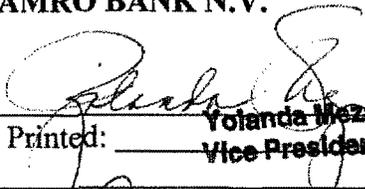
LESSEE:

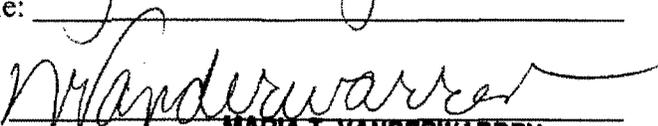
EASTMAN CHEMICAL COMPANY,
a Delaware corporation

By: _____
Name Printed: _____
Title: _____

LESSOR:

ABN AMRO BANK N.V.

By:  _____
Name Printed: **Yolanda Meza**
Title: **Vice President**

By:  _____
Name Printed: **MARIA T. VANDERWARREN**
Title: **ASSISTANT VICE PRESIDENT**

ACKNOWLEDGMENT-LESSEE

STATE OF Tennessee)
COUNTY OF Sullivan)

On Sept. 27, 2006, before me, Tammy C. Jones, a Notary Public in and for said State, personally appeared Michael W. Watts, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Tammy C. Jones (Seal)



My Commission Expires 3/17/07

ACKNOWLEDGMENT- LESSOR

STATE OF Illinois)
COUNTY OF Cook)

On September 26, 2006, before me, Yvette Styles, a Notary Public in and for said State, personally appeared Yolanda Meza and Maria Vanderwarren, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Yvette Styles (Seal)



ANNEX A

Description of Units

Annex A

Description of Units

Car Type	Car Number	Year Built
Hopper	ETCX152006	2006
Hopper	ETCX152008	2006
Hopper	ETCX152010	2006
Hopper	ETCX152011	2006
Hopper	ETCX152012	2006
Hopper	ETCX152013	2006
Hopper	ETCX152014	2006
Hopper	ETCX152001	2006
Hopper	ETCX152004	2006
Hopper	ETCX152005	2006
Hopper	ETCX152007	2006
Hopper	ETCX152023	2006
Hopper	ETCX152024	2006
Hopper	ETCX152025	2006
Hopper	ETCX152026	2006
Hopper	ETCX152027	2006
Hopper	ETCX152028	2006
Hopper	ETCX152029	2006
Hopper	ETCX152030	2006
Hopper	ETCX152031	2006
Hopper	ETCX152032	2006
Hopper	ETCX152033	2006
Hopper	ETCX152034	2006
Hopper	ETCX152037	2006
Hopper	ETCX152038	2006
Hopper	ETCX152047	2006
Hopper	ETCX252150	2006
Hopper	ETCX252151	2006
Hopper	ETCX252152	2006
Hopper	ETCX252153	2006
Hopper	ETCX252154	2006
Hopper	ETCX252155	2006
Hopper	ETCX252156	2006
Hopper	ETCX252157	2006
Hopper	ETCX152002	2006
Hopper	ETCX152039	2006
Hopper	ETCX152040	2006
Hopper	ETCX152041	2006
Hopper	ETCX152042	2006
Hopper	ETCX152043	2006
Hopper	ETCX152044	2006
Hopper	ETCX152048	2006
Hopper	ETCX152049	2006
Hopper	ETCX152050	2006
Hopper	ETCX152051	2006
Hopper	ETCX152053	2006
Hopper	ETCX152054	2006
Hopper	ETCX152015	2006
Hopper	ETCX152035	2006
Hopper	ETCX152036	2006
Hopper	ETCX152045	2006
Hopper	ETCX152046	2006

Annex A

Description of Units

Car Type	Car Number	Year Built
Hopper	ETCX152055	2006
Hopper	ETCX152056	2006
Hopper	ETCX152057	2006
Hopper	ETCX252159	2006
Hopper	ETCX252160	2006
Hopper	ETCX252162	2006
Hopper	ETCX252164	2006
Hopper	ETCX252165	2006
Hopper	ETCX252166	2006
Hopper	ETCX252167	2006
Hopper	ETCX252168	2006
Hopper	ETCX252170	2006
Hopper	ETCX252179	2006
Hopper	ETCX252180	2006
Hopper	ETCX252181	2006
Hopper	ETCX252183	2006
Hopper	ETCX252184	2006
Hopper	ETCX252185	2006
Hopper	ETCX252186	2006
Hopper	ETCX252187	2006
Hopper	ETCX252188	2006
Hopper	ETCX252190	2006
Hopper	ETCX252191	2006
Hopper	ETCX252192	2006
Hopper	ETCX252194	2006
Hopper	ETCX252195	2006
Hopper	ETCX252196	2006
Hopper	ETCX252197	2006
Hopper	ETCX252198	2006
Hopper	ETCX252199	2006
Hopper	ETCX252200	2006
Hopper	ETCX252202	2006
Hopper	ETCX252203	2006
Hopper	ETCX252204	2006
Hopper	ETCX252161	2006
Hopper	ETCX252158	2006
Hopper	ETCX252163	2006
Hopper	ETCX252169	2006
Hopper	ETCX252171	2006
Hopper	ETCX252172	2006
Hopper	ETCX252173	2006
Hopper	ETCX252174	2006
Hopper	ETCX252175	2006
Hopper	ETCX252176	2006
Hopper	ETCX252182	2006
Hopper	ETCX252189	2006
Hopper	ETCX252193	2006
Hopper	ETCX252201	2006
Hopper	ETCX152009	2006
Hopper	ETCX152052	2006
Hopper	ETCX252177	2006
Hopper	ETCX252211	2006

Annex A

Description of Units

Car Type	Car Number	Year Built
Hopper	ETCX252205	2006
Hopper	ETCX252206	2006
Hopper	ETCX252207	2006
Hopper	ETCX252208	2006
Hopper	ETCX252212	2006
Hopper	ETCX252213	2006
Hopper	ETCX252214	2006
Hopper	ETCX252215	2006
Hopper	ETCX252216	2006
Hopper	ETCX252217	2006
Hopper	ETCX252218	2006
Hopper	ETCX252220	2006
Hopper	ETCX252221	2006
Hopper	ETCX252222	2006
Hopper	ETCX252225	2006
Hopper	ETCX252226	2006
Hopper	ETCX252227	2006
Hopper	ETCX252228	2006
Hopper	ETCX252229	2006
Hopper	ETCX252230	2006
Hopper	ETCX252231	2006
Hopper	ETCX252232	2006
Hopper	ETCX252233	2006
Hopper	ETCX252235	2006
Hopper	ETCX252236	2006
Hopper	ETCX252237	2006
Hopper	ETCX252240	2006
Hopper	ETCX252241	2006
Hopper	ETCX252242	2006
Hopper	ETCX252223	2006
Hopper	ETCX252224	2006
Hopper	ETCX252238	2006
Hopper	ETCX252239	2006
Hopper	ETCX252243	2006
Hopper	ETCX252244	2006
Hopper	ETCX252245	2006
Hopper	ETCX252246	2006
Hopper	ETCX252247	2006
Hopper	ETCX252248	2006
Hopper	ETCX252249	2006
Hopper	ETCX252250	2006
Hopper	ETCX252251	2006
Hopper	ETCX252253	2006
Hopper	ETCX252254	2006
Hopper	ETCX252255	2006
Hopper	ETCX252256	2006
Hopper	ETCX252258	2006
Hopper	ETCX252261	2006
Hopper	ETCX252262	2006
Hopper	ETCX252263	2006
Hopper	ETCX252264	2006
Hopper	ETCX152003	2006

Annex A

Description of Units

Car Type	Car Number	Year Built
Hopper	ETCX152016	2006
Hopper	ETCX152017	2006
Hopper	ETCX152018	2006
Hopper	ETCX152019	2006
Hopper	ETCX152020	2006
Hopper	ETCX152021	2006
Hopper	ETCX152022	2006
Hopper	ETCX252252	2006
Hopper	ETCX252259	2006
Hopper	ETCX252260	2006
Hopper	ETCX252268	2006
Hopper	ETCX252269	2006
Hopper	ETCX252272	2006
Hopper	ETCX252273	2006
Hopper	ETCX252274	2006
Hopper	ETCX252276	2006
Hopper	ETCX252277	2006
Hopper	ETCX252257	2006
Hopper	ETCX252265	2006
Hopper	ETCX252266	2006
Hopper	ETCX252267	2006
Hopper	ETCX252270	2006
Hopper	ETCX252271	2006
Hopper	ETCX252278	2006
Hopper	ETCX252279	2006
Hopper	ETCX252280	2006
Hopper	ETCX252281	2006
Hopper	ETCX252282	2006
Hopper	ETCX252283	2006
Hopper	ETCX252284	2006
Hopper	ETCX252285	2006
Hopper	ETCX252286	2006
Hopper	ETCX252287	2006
Hopper	ETCX252288	2006
Hopper	ETCX252289	2006
Hopper	ETCX252290	2006
Hopper	ETCX252291	2006
Hopper	ETCX252292	2006
Hopper	ETCX252293	2006
Hopper	ETCX252295	2006
Hopper	ETCX252296	2006
Hopper	ETCX252297	2006
Hopper	ETCX252298	2006
Hopper	ETCX252299	2006
Hopper	ETCX252300	2006
Hopper	ETCX252301	2006
Hopper	ETCX252302	2006
Hopper	ETCX252303	2006
Hopper	ETCX252304	2006
Hopper	ETCX252305	2006
Hopper	ETCX252306	2006
Hopper	ETCX252307	2006

Annex A

Description of Units

Car Type	Car Number	Year Built
Hopper	ETCX252308	2006
Hopper	ETCX252309	2006
Hopper	ETCX252310	2006

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated:

9/29/06



Robert W. Alvord