

if to the Corporation: Union Carbide Corporation
270 Park Avenue
New York, New York 10017

Attention: Treasurer

The Trustee, the Issuer and the Corporation may, by notice given hereunder, designate any further or different addresses to which subsequent communications shall be sent. A duplicate copy of each communication given by the Trustee, the Issuer or the Corporation hereunder or under the Agreement shall be given to each of the parties referred to above.

Section 12.05. Counterparts. This Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but all such counterparts shall together constitute but one and the same instrument.

Section 12.06. Governing Law. This Indenture, the Agreement, the Bonds and the Coupons shall be governed by the laws of the State.

Section 12.07. Payments Due on Saturdays, Sundays and Holidays. If the date for any payment on the Bonds at a place of payment shall be a Saturday, Sunday, legal holiday or day on which banking institutions are authorized by law to close, then payment shall be made on the next succeeding business day, and no interest shall accrue for the intervening period.

Section 12.08. Evidence of Certain Bond Holdings. The Trustee may accept any evidence satisfactory to it as to the fact of the holding of Coupon Bonds payable to bearer, the amount and numbers of the Bonds held and the date of holding.

Section 12.09. Future Holders Bound. Any action taken by the Trustee or any other person upon the request or with the consent of any Bondholder shall bind every future holder of the same Bond.

Section 12.10. No Liability of Issuer. No provision in this Indenture or the Agreement and no breach of any such provision shall constitute or give rise to a pecuniary liability of the Issuer or a charge upon its general credit or taxing powers. No officer or commissioner of the Issuer shall be personally liable on this Indenture or the Agreement

0304

4328 RV-2